

Belfry Cars Account Application

Bell Carriage Ltd
Devonshire House
31 Holmesdale Rd
Reigate
Surrey
RH20BJ
Tel: 01737 271081
terry@belfrycars.com

Company /Account Holder Name: _____

Company / Account Holder Address: _____

Business type i.e. (Ltd, PLC, Sole Trader etc): _____

Company Registration Number (if applicable): _____

Contact Name: _____

Contact Email Address: _____

Contact Telephone Number: _____

Invoicing Email Address (if different from above): _____

Invoicing Telephone Number (if different from above): _____

Account Password for Bookings (if required): _____

Payment Method (BACS, Debit/Credit Card/Cheque): _____

Estimated Weekly Expenditure: _____

Signed for and on behalf of by:

Signature of applicant: _____

Print name: _____

Position: _____

Date: _____

Please note: All account applications are subject to credit status and a credit limit may be applied.

For office use only:

Account Approved: Yes/No

Account Number:

Credit Limit:



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The UK's Leading Business Organisation

(2)
Terms & Conditions

1. General

1.1 The terms and conditions set out herein shall apply between the Company and the party whose name and address is set out in the Account Application Form ("the Customer") and shall apply to the provision of any and all carriage, courier or delivery services ("the Services") undertaken by the Company for the Customer during the continuance of this Agreement and any and all other terms, warranties and/or conditions implied by statute and/or common law and hereby expressly excluded to the fullest extent permitted by law.

1.2 The company means: Bell Carriage Ltd T/a Belfry Cars (Company registration number 04296398). Registered Office: Devonshire House, 31 Holmesdale Road, Reigate, Surrey, RH2 0BJ. VAT Number: 790 8522 05.

1.3 "You" and "your" means any individual, company or other business that places the booking with us.

1.4 Belfry Cars shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998

2. BOOKINGS / CHARGES

2.1 The charges payable by the Customer for the Services ("the Courier Charges") shall be at the rate specified in the Company's schedule of charges as in force, a current copy of which is available from our registered office upon request.

2.2 A service charge of £3.50 will be added to all invoices unless you the customer, requests invoices to be sent via email, where there will be no service charge.

2.3 For all airport bookings you must allow sufficient time when booking your taxi to allow for the check-in times required by your airline and for any delays caused by traffic conditions, Belfry Cars shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.

2.4 You must order a suitable car size for the number of passengers and luggage. Belfry Cars cannot guarantee to carry excessive amounts of luggage. Please note that a child, no matter what age, counts as one passenger.

2.5 If you need to transport a wheelchair please specify this at the time of booking.

2.6 The Customer is at no time under any obligation to instruct the Company to provide the Services and nothing in this Agreement shall require the Customer to instruct the Supplier to supply any volume of Services.

3. SECURITY ACCOUNT NUMBER

3.1 The customer will be issued with a security account number which must be quoted on all bookings. The Company will not accept a booking without obtaining a security account number, an account password and a cost centre number. Notwithstanding the aforesaid, the Company does not accept any responsibility whatsoever when security account numbers are used by third party unauthorised personnel and/or for unauthorised purposes.

4. DELIVERY

4.1 The Company shall use reasonable endeavours to deliver the Customer and the Customer's goods or property on time, however time for delivery shall not in any event be of the essence and the Company makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customers stipulated time period (if any) and/or within any time period stated by the Company unless expressly agreed in writing by a Director of a Company.

4.2 The Company shall comply with all statutory and regulatory requirements in complying with its obligations under this Agreement (including in providing the services).

5. PAYMENT FOR SERVICES

5.1 It is a condition of this agreement that invoices shall be paid in full within 28 days of receipt thereof. Should any invoice not be paid within 28 days any outstanding invoices shall immediately become due and payable. All invoices provided shall be accompanied by a detailed breakdown setting out in respect of each invoiced amount:

- a) Date of the fare;
- b) Journey pick up and drop off locations;
- c) Name of person who booked the fare;
- d) Name of person to be collected;
- e) Cost of the fare;
- f) The cost centre number provided at the time of the booking if one is available.

5.2 Without prejudice to the Company's rights hereunder all monies due to the company in respect of provision of the Services which are not paid by the due date for payment may, at the companies discretion bear interest on the balance of such monies due from time to time at the rate of 3% per month until payment is received by the Company in respect thereof.

5.3 Other than in respect of sums disputed in good faith, the customer shall not be entitled for any reason to withhold payment of monies due to the company.

5.4 You shall be responsible for the behaviour of all the passengers in the car during the journey. You will be charged at least £50 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger.

5.5 Eating, drinking and/or smoking in the cars is not permitted.

5.6 All children travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats should wherever possible be supplied and fitted by the child's parents..

5.7 Belfry Cars will not carry more passengers than its insurance or licensing allows.

5.8 If you need to cancel your booking, please contact Belfry Cars as soon as possible. If you cancel a booking after the vehicle has been dispatched then a charge may be incurred; the charge will be based on the distance/time that the allocated driver has travelled/spent prior to the point of cancellation. As a general rule journeys from airports are dispatched up to two hours before flight arrival, journeys within the surrounding area of Reigate and Banstead are normally dispatched up to twenty minutes before their due time.

6. INVOICE LIMIT

6.1 At any time of opening the Customer's account with the Company, the Company may set a limit on the total amount which may be outstanding as unpaid on such account at any one time. The company may in its discretion refuse to provide the Services in the event of this limit being exceeded.

7. INSURANCE

7.1 The Company does not have insurance for goods or property (of whatsoever nature) in transit (in transit for other purposes of this clause being from the time the goods or property are collected by the Company up to and including delivery thereof), and the Customer is advised to effect such insurance as the Customer deems necessary for the carriage of goods and/or property by the Company.

8. LIMITATIONS AND EXCLUSIONS

8.1 The Company shall not be responsible during the carriage or delivery of:-

8.1.1 Money or securities (whether cash, cheques, bankers drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form whatsoever) of whatever amount or value.

8.1.2 Any goods or property (of whatsoever nature) of an intrinsic value of more than £100

8.1.3 Any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or

8.1.4 Any goods or property (of whatsoever nature) which may deteriorate in transit, UNLESS the Customer has prior to the commencement of the Service in respect of such goods or property expressly notified the Company as to the nature and value of the same and a Director of the Company has expressly agreed in writing that the Company shall carry and deliver the same on such terms and conditions as the Company may reasonably require AND in the event that the Company undertakes the Service in respect of such goods or property without first having expressly agreed to do so as aforesaid, the Company shall have no liability whatsoever for loss or damage to the same however arising.

8.2 The Company shall be entitled to destroy or dispose of goods or property referred to in clauses 8.1.3 and 8.1.4 in such manner as the Company thinks fit if in the Company's opinion it is proper to do so and the Company shall account to the Customer for money it receives (if any) on such destruction or disposal in excess of the costs incurred by the Company in so disposing of or destroying the goods or property.

8.3 Without prejudice to the provisions of clause 8.1 the Company shall not in any event be liable directly or indirectly for:-

8.3.1 Consequential loss (whether for loss or profit or otherwise) and/or

8.3.2 Loss, damage and/or breakage to china, glass ceramics or other breakables whether arising from the acts, omissions or negligence of the Company and/or its and/or agents or arising otherwise howsoever.

8.4 Without prejudice to the generality of clauses 8.1 and 8.3 in particular the Company shall not be liable for any loss and/or damage arising directly or indirectly from:-

8.4.1 Breakdown, accident, adverse weather conditions.

8.4.2 Any act or omission on the part of the Customer.

8.4.3 Any clause, act or circumstance beyond the control of the Company (including, without limitation, any strike, (official or not) lock-out or other form of industrial action or labour dispute, governmental regulations, legal restrictions, embargoes, fire, flood, Act of God, any consequence of riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, acts of terrorism, rebellion, military or usurped power, confiscation, requisition or destruction of or damage to property by or upon the order of or in the name of any Government or public local authority.)

8.4.4 Inadequate or inappropriate packaging of goods, or incorrect or inadequate labelling or instructions received from the customer and/or

8.4.5 The Company being prevented or hindered from delivering the goods or property.

8.5 Without prejudice to the generality and effect of the foregoing provisions of this clause 8 the liability of the Company for each delivery or courier service undertaken by the Company howsoever arising and whether direct or indirect and including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever shall in any event be limited to the lesser of:-

8.5.1 £150 or

8.5.2 The intrinsic value of the goods or property comprised in such delivery or courier service

8.6 The provision of clauses 8.3, 8.4, 8.5 and 10.1 apply to liability for loss or damage to goods or property and do not apply to liability for death or personal injury.

8.7 Belfry Cars shall use all reasonable endeavours to get you to your destination on time, but shall not be liable for any loss due to delays caused by road or traffic conditions beyond its control on the journey. Under no circumstances shall Belfry Cars Taxis be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.

8.8 All luggage is transported entirely at your risk.

8.9 Belfry Cars Taxis shall be entitled to cancel all services and provide refunds in the event of a declared national emergency, riot, war, fuel shortage, extreme weather or terrorist attack, or other circumstances beyond its control. If the car breaks down during your journey Belfry Cars Taxis will endeavour to arrange an alternative car to complete the journey as soon as practicable.

8.10 Neither party excludes or limits its liability for death or personal injury caused by negligence, or for wilful default or fraudulent misrepresentation or otherwise in any manner unenforceable by any applicable law.

9. CLAIMS

9.1 Without prejudice to the foregoing provisions of this Agreement neither party shall in any event be liable for any loss and/or damage howsoever arising including but not limited to liability arising from the acts, omissions or negligence of the other party and/or its employees and/or agents and arising otherwise howsoever unless a party has notified the other (with reasonable particularity) as to the nature and extent of such loss or damage within 15 working days of the date upon which the same occurred.

10. LIEN

10.1 Without prejudice to the Company's rights hereunder or arising otherwise howsoever, the Company reserves the right to exercise a lien over the Customer's goods and/or property pending payment in full of any outstanding invoices.

11. TERMINATION

11.1 This Agreement may be terminated by either party immediately on notice in writing to the other.

11.2 In the event of the Customer being in breach of any of the terms and/or conditions of this Agreement the Company shall have the right (without prejudice to any other rights it may have) to terminate this Agreement or suspend provision of the Services, or suspend the Customer's account facility, forthwith and without notice.

12. RESOLUTION OF DISPUTES and GOVERNING LAW

12.1 The parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

13. ENTIRE AGREEMENT

13.1 This Agreement contains all the terms agreed by the parties regarding the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or be implied from anything said or written prior to this Agreement except as expressly set out in this Agreement.

14. NOTICES

14.1 Any notice to be given by any party to the other under this Agreement shall be sufficiently served if left at, or sent by prepaid registered post or recorded delivery service or telefax or telex to the party to be served at. Its address as set out in this Agreement or such other address as it may notify for such purpose and shall be deemed to have been served when so left or sent by telefax or telex or in the case of posting 24 hours after the same was posted. In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly posted in accordance with this clause.

15. WAIVER

15.1 No forbearance, indulgence or failure by the Company to enforce or to exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement shall constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Company's right later to enforce or exercise it.

16. ALTERATIONS TO THE TERMS AND CONDITIONS

16.1 The Company reserves the right to alter or vary these terms and conditions at its absolute discretion upon giving not less than 7 days written notice to the Customer.

No representations made or variations in or additions to these terms and conditions or warranty given by any person acting or purporting to act on behalf of the Company shall have any force or effect whatsoever unless confirmed in writing by an authorised officer of the Company.

16.2 This agreement may be terminated forthwith by either party within 28 days of being notified of any changes to these terms and conditions.

17. SEVERABILITY

17.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.