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1.0 TERMS & CONDITIONS

1.1 Holler Chauffeur Drive Ltd are trading as HCD Chauffeur Drive.

1.2 Outlined below are the Terms & Conditions by which HCD Chauffeur Drive conduct business with our Clients, our Passengers and the Bookers (person booking the journeys).

1.2 Within these Terms & Conditions (T's & C's),"HCD", "our", "us" and "we" refers to HCD Chauffeur Drive. We reserve the right to vary these terms and conditions of trading without notice.

2.0 Privacy/Use of Data

2.1 HCD is committed to adhering to the principals of data protection legislation in the United Kingdom.

2.2 HCD complies with the following principals of the Data Protection Act.

- Personal data shall be processed fairly and lawfully.
- Personal data shall be obtained only for one or more specified and lawful purpose, and shall not be further processed in any manner incompatible with that purpose or those purposes.
- Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
- Personal data shall be accurate and, where necessary, kept up to date.
- Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- Personal data shall be processed in accordance with the rights of data subjects under this Act.
- Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

3.0 Bookings

3.1 All bookings must be pre-booked by either fax, email, telephone or via our website, any attempted bookings direct with our chauffeurs will be deemed invalid.

3.2 All online bookings require a minimum of 24 hours notice and payment must be settled immediately for non account holders. Enquiries for bookings with less then 24 hours notice must be made by telephone on + 44 (0)871 285 8883.

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3.3 A quote will be given at the time of booking and will be approximate according to an estimate of miles and time incurred by the driver, the time and day of the journey and the vehicle type. We will not assume any surcharges such as waiting time or parking costs at this stage.

3.4 Our tariffs are not displayed on our website but will be available upon request.

3.5 Every effort will be made to accommodate a client's requirements for the booking of a particular vehicle/driver. We reserve the right however to supply an alternative vehicle/driver of equal standard where your request cannot be met.

3.6 In the event that we are unable to supply one of our own vehicles for your journey, we will sub contract to a supplier of equal standard. HCD T' & C's will still apply.

4.0 Charges

- Waiting time is charged at an hourly rate of £30 and will be charged by 15 minute increments. With airports, the first 30 minutes are free after the time of landing and then the hourly rate of £30 is charged in 15 minute increments. All other pick ups, a grace of 10 minutes will be included free of charge.
- Parking/toll charges will be passed on including VAT.
- All prices will be quoted in GBP and will be exclusive of VAT.
- VAT will be charged at the prevailing rate.
- Gratuities are at the client's discretion.
- A cleaning fee of £50.00 will be charged for any soiling of our vehicles if professional valeting is required as a result
- All fares will incur a 50% increase on Bank Holidays (UK) and 100% increase on Christmas and New Years Day.
- We will calculate fares based upon actual mileage incurred, time and out of pocket expenditure. The charge rate will vary according to the type of vehicle/service required for the journey.
- We operate a fixed rate for journeys to or from the local areas, the London airports and to most London postal codes.
- We reserve the right to charge an additional mileage rate for journeys outside of the M25 excluding airport transfers to Gatwick, Heathrow, Luton and Stansted. Details are available on request or on our tariffs.
- Most journeys are quoted travelling via the shortest route. If the route varies e.g. by request of the passenger to use a motorway route or the driver has to avoid a traffic related problem, we reserve the right to charge the client for any extra mileage and time.

In addition to Public Holidays we reserve the right to apply a surcharge to:

- Additional stops on route.
- Periods of extreme weather or road conditions.
- Journeys out of standard business hours (midnight – 5am)
- There is a 100% levy applied on Boxing Day.

(Please note that these are examples and is not an exhaustive list)

Our charges are subject to review at 1 August annually. Any agreed tariffs will therefore may be subject to an increase.

5.0 Payment

5.1 Our payment terms are strictly 7 days prior to departure or immediate payment if less then 7 days to departure.

5.2 We accept credit card and bank transfers for payment however credit card payments will attract a 10% surcharge.
The charge on your credit card statement will be shown as Holler Chauffeur Drive Ltd.

5.3 Any invoice queries must be raised within 5 days of the invoice date.

6.0 Account Holders

6.1 Account facilities are available to UK based companies. Prior to opening an account you will be subject to a credit check.

6.2 Invoices will be issued on a weekly basis and must be settled within 14 days from the date of the invoice.

6.3 We reserve the right to make a charge for any late payments made in respect of invoices paid, under the late payments of commercial debts act 1998.

6.4 Any late payment of invoices may attract interest charges of up to 7.5% per annum above base rate, calculated on a daily basis.

6.5 Account holders conditions are valid in conjunction with all other terms & conditions as outlined above.

6.6 It is the responsibility of the Client to ensure adequate security to ensure that the account facility is not abused.

7.0 Tariffs

7.1 Our Tariffs are available upon request either by telephone or via our website.

7.2 All Tariffs' will be agreed upon opening of accounts and dependent on level of service required.

7.3 Non account holders will be given a quote for each journey booked prior to the booking being confirmed.

8.0 Cancellations

8.1 No refund will be given on full payments made when cancelling a booked and confirmed car with less then 3 hours notice (subject to HCD discretion).

8.2 For bookings cancelled with less than 9 office hours notice we will charge 50% of the expected fee. (Our office hours are from 9 – 5, 7 days per week

8.3 Cancellations must be supported by email and will be confirmed by us by return. If we manage to reassign the vehicle we will only charge for the proportion of business lost.

8.4 If the customer does not appear at the time and place designated as the pick up point and is not contactable by us or the Chauffeur, this will be considered a no show and all monies paid are non refundable.

8.4 In the event of other cancellations, the company would retain any deposit paid (subject to HDC discretion).

9.0 Conditions of Hire

9.1 When the journey is booked the fee quoted will usually be for the shortest route however this is at the discretion of the Chauffeur who will travel by the route which in his opinion is the most suitable at the time.

9.2 With the Chauffeurs approval you will be able to bring a reasonable amount of hand luggage into the passenger compartment of the vehicle.

9.3 A reasonable amount of general luggage is allowed however the Chauffeur will reserve the right to prohibit the transport of any luggage that he deems to be of excessive weight. The company accepts no responsibility for any loss or damage to luggage or any other item however such loss or damage may be caused. It is the passenger's responsibility to ensure that adequate insurance cover is in place for goods in transit.

9.4 The company accepts no responsibility for any accidental damage caused by clients to the interior or exterior of the vehicle.

9.5 The company prohibits any other person other then the Chauffeur driving the vehicle. The seating capacity of the vehicle must not be exceeded.

9.6 The hirer must not request the driver to or act themselves in any way that contravenes any part of the legislation which applies to the use of vehicles under the Road Traffic Acts.

9.7 The hirer must respect the vehicle and a cleaning fee will be levied for any misuse of food, drink or illness. The standard charge is £50 however if additional costs are incurred in order to rectify the damage, this charge will be passed on to the hirer who will be made aware of this following the journey. The consumption of food is not permitted within the vehicle however bottled water maybe provided on your journey.

9.8 Additional requests/alterations to the booking such as additional pick up points, change to the destination, maybe be fulfilled however in such cases any additional waiting time or mileage incurred as a result will be chargeable.

9.9 All vehicles are non smoking vehicles. Any violation of this rule by the hirer will deem the contract invalid.

9.10 Once the fee has been quoted and the booking confirmed, the price quoted will not be changed by us unless this is as a result of amendments by the hirer incurring additional charges. These will be notified to you at the time.

9.11 The carriage of animals is by prior agreement only at the time of booking confirmation.

9.12 Our Chauffeurs will be punctual however we do not accept responsibility for delays caused by circumstances out of our control.

9.13 HCD and its Chauffeurs reserve the right to refuse to carry any passenger who is thought to be under the influence of alcohol or drugs and whose behaviour poses a threat whether to the Chauffeur, the vehicle or other passengers.

9.14 Our drivers are expected to arrive at the pick up 15 minutes before the booking time.

10.0 Complaints Procedure

10.1 In the event that you have a complaint about our company or one of our drivers or vehicles you should contact the office on +44 (0) 871 285 8883 or email enquiries@hcdchauffeurdrive.com.

13.0 Lost Property

13.1 HCD keeps a record of all lost property and will endeavour to return this to the customer.

13.1 For all enquiries regarding lost property you should contact the office on +44 (0) 871 285 8883 or email enquiries@hcdchauffeurdrive.com.