



Account Application Form

Company Name:

Registered Address:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

Company Reg. No:

VAT No:

Accounts Contact:

Billing Address:

Telephone Number:

Fax Number:

Email Address:

Persons Authorised To Make Bookings

Contact Name:

Telephone Number:

Fax Number:

Email Address:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

I/We have read your terms and conditions and agree to be bound by them. I/We are aware that all accounts are subject to VAT @ 20%.

Name

Signature:

Position:

Date:



Terms & Conditions

1. Applications

These conditions apply whether a contract has been made verbally or in writing. The hirer acts on behalf of all the passengers travelling in the vehicle. If the hirer is a company, group, or partnership, an individual must be named as a responsible person. The hirer is responsible for the actions and decisions of all passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The company will only accept instructions from the hirer. If the hirer is not going to travel with the party, a representative must be chosen, and the company must be informed prior to the hire taking place.

- Bookings are subject to availability.
- Quotations/Bookings placed via the internet which are not deliverable due to availability will be fully refunded within seven working days.
- Notification of supply will be sent within three working days of order.
Errors and Omission accepted.

2. Quotations

- Quotations are given on the basis of the most direct route and on information provided by the hirer. The route used will be at the discretion of the company unless it has been particularly specified by the hirer in which case it will be clearly shown on the confirmation.
- All quotations are given subject to the company having an available and suitable vehicle at the time the hirer accepts the quotation.
Quotations are valid for 28 days unless otherwise notified.
- Quotations are given for Vehicle and driver only. Any additional charges will be separately identified and will be the hirer's responsibility unless otherwise specified.
- All quotations are given as estimates, though the estimate will normally be a fixed price, there may be extra's mileage, mobile phone calls, waiting, parking, credit card handling. This is per our standard tariff.
Errors and Omission accepted in Web Quotations.

3. Use of Vehicles

The hirer cannot assume use of the vehicle between outward and return journeys, nor to remain at the destination for the hirer's use, unless the company has agreed this in advance. This is clearly stated on your confirmation.

4. Routes and Time Variation

Diamond Chauffeurs reserves the right to levy additional charges, for additional mileage or time other than that agreed. The charges will be pro rata and in accordance with the formula used on the original booking confirmation. The vehicle will depart at times agreed by the hirer, and it is the responsibility of the hirer to account for all passengers at those times. The company will not accept any liability for any losses incurred by passengers who fail to follow instructions by the hirer.

5. Drivers Hours

Law regulates the hours of operation for the driver, and the hirer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the company. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulation relating to the driver's hours and duty time. If any breach is likely to occur the hirer will be responsible for any additional cost incurred unless it is outside the control of the hirer. Any additional cost will be as in condition 4. The company also reserves the right to curtail or alter any hire, which does not comply with the relevant regulations.

6. Seating Capacity

The company at time of booking agrees the legal seating capacity of the vehicle to be supplied. The hirer must not load this vehicle beyond this capacity.

7. Conveyance of Animals

On a private hire, no animals (other than guide dogs for the blind or deaf and should be notified to the company in advance) May be carried on any vehicle without prior written agreement from the company.



8. Confirmation

Normally, written confirmation by the company is the only basis for the acceptance of a hiring or subsequent alteration to its terms.

9. Payment

Any deposit requested must be paid by the day stated. Payments must be made in full 10 days in advance of journey or as soon as the journey is booked, if it falls within the 10 day advance payment period, or unless otherwise agreed by the company. Alternatively if the hirer has a credit agreement with the company, the terms are for the payment to be received in our company offices within 21 days from the date of invoice. The company reserves the right to add interest at the rate of 3% compound interest per calendar month, after the day, which the payment should have, been made. Credit card payments are subject to a 2% surcharge.

10. Additional Charges

The company reserves the right to charge the customer for any additional cost and expenses reasonably incurred by the company in order to perform or to continue to perform the contract. (Parking, road tolls overnight accommodation)

11. Airport Collections

If a passenger does not arrive within 1 hour of the aircraft landing, the following actions will be undertaken:

- The passenger will be called on their mobile number supplied.
- The passenger will be paged if applicable.
- We will check via the authorities at the respective ports.
- We will check with the airline.
- We will advise the client and ask for further information.

If following the above procedures the passenger/s does not make him/herself known to the company's representative then the representative shall be entitled to assume that the passenger did not arrive at the port or has made alternative arrangements. And then leave the port under no obligation to the hirer. All airport parking charges are in addition to the journey charge. For account customers parking charges will be added to the account, pre-paid customers will be required to pay the parking on the vehicle leaving the car park. Where a coach is being used, the company will advise the hirer of the parking arrangements, as these vary between Ports and in some cases the driver may not be allowed to leave the vehicle.

12. Cancellation By The Hirer

A. If the hirer wishes to cancel any agreement, for whatever reason, the following scale of charges will apply in relation to the total hire charge.

DAYS of NOTICE to CANCEL PRIOR TO THE ORIGINAL DATE OF VEHICLE HIRE:

10 days or more	25% of the hire charge will apply
6-9 days	35% of the hire charge will apply
3-5 days	45% of the hire charge will apply
2 days	65% of the hire charge will apply
1 day	85% of the hire charge will apply
On day of hire	100% of the hire charge will apply

- The cost of accommodation, meals, and theatre tickets (or any such ancillary services), which have already been booked or purchased by the company prior to the cancellation and at the request of the hirer, will be charged to the hirer, plus any administration charges incurred by the company. The company will give credit for refunds obtained (If Any)
- Cancellation due to inclement weather conditions will be charged as above.



13. Cancellation by the Hirer

In the event of any emergency, riot, civil commotion, strike lock out, stoppage or on the restraint of labour or on the happening of any event on which the company has no control. (Including adverse weather road conditions and breakdowns) Or in the event of the hirer taking any action to vary agreed conditions unilaterally, the company may, by returning all money paid and without any further or other liability, cancel the contract.

14. Vehicle to Be Provided

A. The company reserves the right to provide an alternative or larger vehicle than that specified at no additional charge unless any extra seats are used in which case an additional pro rata charge will be made to the hire charge.

B. The company reserves the right to substitute another vehicle (including those of the operators) or ancillary facilities for all or part of the hire, subject to such substitutes being of equivalent quality.

15. Breakdowns or Delays

The company gives its advice on journey times in good faith. However, as a result of a breakdown or traffic congestion, or other events beyond the reasonable control of the company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

16. Passengers Property

A. All vehicles hired by the company are subject to restrictions on carrying luggage for statutory safety reasons. The hirer accepts that the driver shall be the sole judge as to whether and to what extent passenger's property is carried, and the hirer should take all steps to notify the company in advance of such requirements.

B. the Company will take all reasonable steps to avoid loss or damage to the personal property of the hirer and its passengers. The hirer should notify the company or the driver if items of exceptional value are to be carried on the vehicle. It is the hirer's responsibility to minimize risk of loss when property is left unattended.

C. The company's liability for loss and damage, however caused, is limited to £500 per bag, case or package overall limit of £5,000 (overall claim) Maximum per passenger. It is the responsibility of the hirer to ensure that items over this value are insured separately for loss and damage.

D. All articles of lost property recovered from the vehicles will be held at the company's premises, where the vehicles are based, and will be subject to current public service vehicle (lost property) Regulations. The company will provide details of the legislation on request.



17. Conduct of Passengers

A. The driver is responsible for the safety of the vehicle at all times, and as such may remove any passenger whose behaviour prejudices safety or is in breach of Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. These Regulations set out certain rights and responsibilities on all parties, and full details of these can be obtained from the company on request. The hirer is responsible for any damage caused to the vehicle by any passenger for the duration of the hire.

B. Where the hire is to a sporting event the hirer should be aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1995, and the condition of entry to racecourses as laid down by the Race Course Association Ltd. The company will provide details of these restrictions on request.

18. Complaints

In the unlikely event of complaint about the company services, the hirer should endeavour to seek a solution at the time by seeking assistance from the driver or from the company. If this has not proved a remedy, complaints should be submitted in writing and within 14 days of termination date of the hire.

19. Notices

No bill, poster, notice or signage is to be displayed on any vehicle without the written consent of the company.

20. Refreshments and Alcoholic drinks

Other than on a vehicle fitted expressly for that purpose food (except confectionery) and drink (Including Alcoholic Beverage) may not be consumed on the vehicle without prior written consent from the company.

21. Surcharges

Once a confirmation has been issued to the hirer providing there are 30 days prior to the departure date, the company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls and foreign currency, No surcharge will levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the scale of cancellation charges shown in paragraph 12.

22. Liability Of The Company

The liability of the company in respect of any failure to provide any services under the contract will be limited to the cost of the hirer and any ancillary services to be supplied. The company shall not be liable for any pecuniary or consequential loss allegedly arising from any breach of this agreement by the company.

23. Cleaning Charge

All Diamond Chauffeurs vehicles are hired to the hirer in a state of cleanliness fit for the purpose of hire. Bins and or rubbish bags will be provided for general litter. Excess rubbish beyond normal litter and if the vehicle is soiled in anyway, e.g. vomit, Diamond Chauffeurs reserve the right to levy a cleaning charge of £100, to enable the vehicle to be professionally cleaned. By signing the acceptance form you are formally agreeing to these terms. Accounts customers will be invoiced accordingly. Prepaid customers agree to these charges being levied against the card used to make the original booking or if prepaid by cheque, agree to pay charges by return of post once cleaning invoice has been received.