

Aero Taxis (SOUTHAMPTON LTD)

COMPUTER CONTROLLED (GPS/GPRS) LICENSED TAXI AND PRIVATE HIRE FLEET IN SOUTHAMPTON.

ADDRESS & REGISTERED OFFICE: AERO TAXIS (08787097)
13 HARTINGTON ROAD
NEWTOWN
SOUTHAMPTON
SO14 0EY

TEL NO: (023) 80 **01 02 03**

Account/Admin: (023) 80 334038

Email: enquiries@aerotaxis.co.uk

Website: www.aerotaxis.co.uk

APPLICATION FOR CUSTOMER CREDIT ACCOUNT FACILITIES MEMBER OF AND TERMS AND CONDITIONS

Aero Taxis (Southampton) is the booking agent for taxis and private hire Drivers who are foremost in providing services in and around the City of Southampton. Aerotaxis is continually growing and developing its customer services, your feedback is very important to us in constantly improving our service. All vehicles are fitted with a meter approved by the Southampton City Council Licensing Department and charges are based on their current tariff.

To apply for a credit account please complete the form below and send it to the Company address shown above. The application will be processed and if accepted an opening date will be confirmed to the applicant. Applications are accepted only on the terms and conditions set out below and as described on the additional pages. (Please complete sections only that apply to you).

PLEASE PRINT DETAILS CLEARLY

(1) Name of Company or Applicant in full:

(2) Address:

(3) Company Registration No.

(4) V.A.T. Reg. No.

(5) Charity Registration No.

(6) Telephone Number, Fax Number:

(7) Address for Invoices (if different from (2)):

(8) Out of Hours Contact Number:

(9) Years established:

(10) Type of Business:

(11) Address for Statements (if different from (2) or (7)):

(12) Parent Holding Company:

(13) Type of Company (PLC, Ltd., Partnership, Sole Trader):

(14) Registered Office Address (if different from (2), (7) or (11)):

(15) Name and Address of Bankers:

(16) Sort Code:

(17) Account No.

(18) Monthly Credit Required: £.....

(19) Trade References:

(20) Signature of Person making the Application:

SignatureName

(21) To be signed by a Director, Proprietor or duly authorised person:

SignatureName

Position Held Date

OFFICE USE ONLY (atacf0911)

Date Application Received..... Date Opened

Account Code IssuedApproved By

Aero Taxis (SOUTHAMPTON)

CUSTOMER CREDIT ACCOUNT FACILITY TERMS AND CONDITIONS

1. GENERAL.

(a) On completion of the Application for Credit Account Facility form, and returned to Aero Taxis (Southampton). (hereafter referred to as "Aero Taxis") an offer by the company or business named in (1) on page 1, (hereafter referred to as the "Client") to contract with Aero Taxis for the provision of its services as a booking agent for the drivers on an account basis. A contract will be concluded only upon issue by Aero Taxis to the Client of written confirmation that the account has been accepted, and "Account Authorisation Cards" where Aero Taxis considers it necessary have been issued.

(b) Pending or subsequent to issue or refusal of such confirmation, this signed form is authority to Aero Taxis to seek appropriate particulars from the bankers or business references named in (15) and (19) overleaf and for them to provide any information concerning the Client.

(c) Aero Taxis reserves the right in its absolute discretion and without reason, to reject this application and to decline to enter into a contract.

(d) A contract shall only be concluded on the terms and conditions contained in this form on pages 3 to 7. The contract shall be personal to both parties and absolutely non-assignable.

(e) The Client shall notify Aero Taxis of any change in the particulars shown on page 1 and 2. Alterations take effect on the date shown in a confirmation notice issued by Aero Taxis to the Client.

2. BOOKINGS.

(a) No booking will be accepted by Aero Taxis unless the Client's Account Reference Code is quoted. Aero Taxis is entitled to assume that any person who correctly quotes the Client's Account reference Code has authority to make the booking on behalf of the Client. The Client is solely responsible for safe-guarding the confidentiality of such a reference and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by the client.

(b) Aero Taxis may in its absolute discretion without liability and without giving reasons refuse any booking.

(c) Aero Taxis' drivers may at their absolute discretion without liability and without giving reasons refuse any booking if: -

(1) The Client does not give to the driver before commencement of the journey an authorised "chit", "docket" or "purchase order".

(2) The driver has not received the booking from Aero Taxis dispatching office before the commencement of the journey.

(d) All accepted bookings are confirmed at the time of the booking. The Client is liable for all charges incurred from the time when a taxi is assigned to the booking until completion of

the assignment or sooner cancellation. In the event of cancellation by the Client of passenger(s), the Client is also liable for such charges as may necessarily be incurred by Aero Taxis consequent upon or in order to implement the cancellation. The liability of Aero Taxis in the event of cancellation by it is set out in 4(d).

(e) Where "Account Chits" have been issued and therefore form part of the contractual conditions, the details of the Account Name and the Chit number must be quoted to the telephonist when ordering transportation. The chit must be given to the driver before the journey commences in order that the correct charges and the correct mileage is recorded.

(f) It is the Clients responsibility to safeguard the use of the "Account Chits" and reorder ample supplies from Aero Taxis, and record the issue of the chits to only authorised members of their staff.

3. CHARGES.

Charges will be made on the bases set out below. The rate of each charge shall be fixed and revised by Aero Taxis from time to time entirely at its discretion. Charges prevailing at any particular time are set out in Aero Taxis tariff card available on application to it. Upon any change in charges the Client will be sent a revised copy of the tariff card indicating the date on which the new tariff takes effect. Items and bases of charging are:

- a) A minimum fixed charge for every hiring.
- b) A meter charge based on the current tariff laid down by the City of Southampton as shown on the taxi meter fitted to the taxi. Meter charges commence after a maximum of ten minutes have elapsed from the booked time for the hiring of the taxi and will cease on the conclusion of the booking. Aero Taxis will use all reasonable efforts to minimise the meter charge incurred but reserves the right to charge the full amount actually incurred.
- c) Where waiting time in excess of ten minutes occurs, at the pickup location, an additional waiting charge shall be levied, calculated at the rate indicated on the tariff card.
- d) An administration charge of 10% per month will be levied on all accounts, exclusive of V.A.T. and for each month separately thereafter. This administration charge only, attracts V.A.T. at the current basic rate.
- e) Aero Taxis reserves the right to request a sum in advance of opening an account to the equivalent of the two months use as an act of good faith, this money to be held against future meter charges incurred by the Client.
- f) V.A.T. will be charged on any service provided which is not a Fare charge or part thereof.
- g) Special charges may be incurred in particular cases.

4. EXTENT OF AERO TAXIS LIABILITY.

a) Any quoted pick up or journey time are best estimates only whilst it uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time Aero Taxis shall have no liability if the pickup and journey time exceeds any estimate given or otherwise exceeds the Client's or the passenger(s) expectations for whatever reason nor shall Aero Taxis have any other liability to the Client of the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.

b) Aero Taxis shall have no liability for any damage, loss, costs, claims or expenses (whether foreseeable or not) incurred or suffered by the Client or the passenger(s) (other

than in respect of death or personal injury) by virtue of eventualities or occurrences, acts or omissions including on the part of the taxi driver outside of the reasonable control of Aero Taxis.

c) It shall be for the Client and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance. Aero Taxis cannot entertain any claim for loss of or damage to items carried within the vehicles.

d) If Aero Taxis cancels a booking, it shall have no liability to the Client or to the intended passenger(s) if it has used its reasonable endeavours to fulfil the booking and to notify the Client of the cancellation.

e) Any claim or complaint shall be notified by the Client to Aero Taxis within one month of the date of the assignment or, if later, the first date on which the Client became aware of (or if sooner should have been aware of) the matter.

5. HACKNEY CARRIAGE OFFICE (Southampton).

Aero Taxis may take steps and implement any variations to terms and conditions necessary in order to ensure its compliance with the requirements of the Southampton City Council Licensing Office and of the Ministry of Transport and any other laws, regulations or codes of practice applicable to Aero Taxis or to its services and these terms and conditions at all times effect subject to such laws, regulations or codes of practice.

6. ACCOUNTS AND PAYMENTS.

(a) Accounts are issued monthly to the address and person indicated in (1) on page 1 or more frequently by arrangement. Each account covers bookings up to the date shown on the account.

(b) Settlement in full is due on the sooner settlement date shown or thirty days after the last day of the month in which the date to which the account is made up falls. If no payment is received after sixty days after the last day of the month in which the date to which the account is made up falls the account will be stopped until payment is received in full.

(c) Aero Taxis reserve the right to charge interest on unpaid accounts at the base rate of HSBC plus 4% occurring on a daily basis and compounded on a six monthly basis from the due date until full settlement.

(d) The Client shall pay to Aero Taxis any reasonable expense (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue account and the minimum charge in this respect shall be £10.00.

(e) Payment is by cheque or BACS made payable to 'Aero Taxis' and remitted to the Aero Taxis Accounts Department at the address on page 1 or by such method as may be agreed in writing by Aero Taxis.

(f) Queries must be notified in writing to Aero Taxis within fourteen days of receipt of the account after which date the Client shall not be entitled to dispute the amount shown save for manifest or gross error.

(g) No receipt will be issued unless requested at the time of payment and a stamped addressed envelope supplied.

7. TERMINATION OF ACCOUNT.

(a) The contract can be terminated by either party giving seven days notice in writing to the other without giving any reason and may also be terminated by Aero Taxis with immediate effect (but without prejudice to any rights or remedies of Aero Taxis) without notice if at any time the Client is in breach of any of the terms hereof.

(b) Upon termination of the account for whatever reason all sums payable to or chargeable by Aero Taxis or otherwise appearing on the Client's account shall become immediately due and payable in full if not already due and payable.

8. ALTERATION TO THESE TERMS AND CONDITIONS.

Aero Taxis reserves the right to alter or vary these terms and conditions in any respect at its absolute discretion upon notifying the Client of the relevant alterations and of the date upon which such alterations take effect.

9. DISPUTES.

If there is a dispute as to the interpretation of any of the calculations of charges pursuant hereto, the decision of Aero Taxis shall be final and binding upon the Client.

10. APPLICABLE LAW.

The Law of England applies

11. SECURITY OF YOUR ACCOUNT.

Please use this page to detail your specific requirements for our staff to record or take note of when a booking is made on your account. Details taken at the time of the booking can assist the investigation into a journey at a later date.

The examples listed below are some of the most common details that other account customers have requested to be taken with each booking.

- 1) Name of passenger
- 2) Name of person ordering the transport
- 3) Order no. or Chit no. or Docket no.
- 4) Department name or number
- 5) Cost Centre no.
- 6) Password
- 7) Contact Name

It may be necessary to only take bookings from a small number of authorised staff, if this is the case, please list their names.

If there is any other specific requirements please contact our administration office on 023 80334038 and our staff will discuss them with you.

Name of Account

Customer_____

Date from when these instructions apply: ____/____/_____

When making a booking on this account, please ask the telephonist to take:

If you require the use of the Company's numbered chit system please indicate the estimated number of individual journeys that will be booked each week.

The estimated numbers of individual journeys per week are: _____

Aerotaxis Account Application Form