

Terms & Conditions

Terms & Conditions apply to all services provided by Leading Route Cars (www.leadingroutecars.com).

Last revised 31st May 2010.

1 Definitions and Interpretations

1.1 In these Conditions:-

"**These Conditions**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the client and the service provider;

"**The client**" means the person who accepts a quotation or offer from the service provider or the person booking on behalf of any other person who accepts a quotation or offer from the service provider for the sale of services or whose order for the services is accepted by the service provider, either by email, in writing, or by telephone.

"**The service provider**" means Leading Route Cars (www.leadingroutecars.com) Space House, Abbey Road, London, NW10 7SU, United Kingdom.

"**The Contract**" means the contract for the provision of airport transfer services under these conditions;

"**The Service**" means the service of transport as agreed at the time of booking, which the service provider is to supply in accordance with these conditions;

1.2 Any reference in these conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

2 Conditions

2.1 The client shall purchase the service in accordance with any quotation or offer from the service provider which is accepted by the client

2.2 The client accepts these terms & conditions by placing a reservation, booking with the service provider either by the web site www.leadingroutecars.com, by telephone, or by any representative agent.

2.3 The contract will be subject to these conditions. The service provider reserves the right to revise these terms & conditions at any time without prior notice at its sole discretion. Any revised terms and conditions will be posted on the service provider's web site and will come into effect immediately.

2.4 No reservation submitted by the client shall be deemed to be accepted by the service provider unless and until confirmed in writing by email, telephone or otherwise by an authorised representative of the service provider.

2.5 The specification for the services shall be those set out in the service provider's sales documentation unless varied expressly in the client's reservation (if accepted by the service provider). The service will only be supplied as

stated in the service provider's price list. Reservations received other than these will be adjusted accordingly.

Illustrations, photographs or descriptions whether in the website, brochures, price lists or other documents issued by the service provider are intended as a guide only and the contents shall not be binding on the service provider.

2.6 The Service provider reserves the right to make any changes in the specification of the services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the services are to be supplied to the service provider's specification, which do not materially affect their performance.

2.7 Sub- contracting companies are not authorised to make any representations or claims concerning the service unless confirmed by the service provider in writing by email, telephone or otherwise. In entering into the contract the client acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

2.8 No variation to these conditions shall be binding unless agreed in writing by email, telephone or otherwise between the authorised representations of the client and the service provider.

2.9 Sales literature, price lists and other documents issued by the service provider in relation to the service are subject to alteration without notice.

2.10 The price of the Service shall be the price listed in the service provider's published price list current at the date of acceptance of the client's reservation or such other price as may be agreed in writing by the service provider and the client.

2.11 Where the service provider has quoted a price for the service other than in accordance with the service provider's published price list the price quoted shall be valid for 24 hours only or such other time as the service provider may specify.

2.12 The service provider reserves the right, by giving notice to the client at any time before delivery, to increase the price of the service to reflect any increase in the cost to the service provider which is due to any factor beyond the control of the service provider (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the service which is requested by the client, or any delay caused by any instructions of the client or failure of the client to give the service provider adequate information or instructions.

2.13 The service provider reserves the right to use the services of contractors or sub-contractors (herein known as third parties) to provide services to clients. Where appropriate details i.e. names, addresses of any such third parties will be provided by the service provider upon any reasonable request and at the discretion of the service provider. .

2.14 A maximum time of 20 minutes for address collections & 60 minutes for airport/seaport collections will be allocated, whereupon non-contact with clients will classify the reservation to be a no show & will be subject to clauses 3.2 & 4.33

2.15 All payments that are made in any other form than cash (pounds sterling) to the service provider for the provision of service & on any confirmed reservations made with the service provider directly or indirectly may result in an additional booking fee or service charge.

3 Terms of Carriage

3.1 The service provider's prices are based on clients being ready to travel at the booked time. Clients must book their airport transfer in accordance with check in times and guidelines provided by their relevant airline.

3.2 Airports pick-ups: 30 minutes free waiting time from the time of landing. There is no additional charge for flight delays).

3.3 Fares quoted are flat rates. Any diversions, additional set downs or pickups by the client will incur a charge dependant on actual distance. Fares quoted that are not booked will have a validity of 24 hours. Leading Route Cars reserve the right to alter any prices without prior notification however any booking confirmed by Leading Route Cars will remain binding.

3.4 Neither Leading Route Cars nor any of its contracted or sub-contracted drivers will accept responsibility for loss or damage to luggage, clients are responsible for ensuring that their luggage is loaded/unloaded at all times if accompanying the luggage on the journey. Leading Route Cars & or its contracted or sub-contracted drivers have the right to refuse any client or to make the journey due to the client having excess luggage which would result in the vehicle being unsafe whilst in motion.

3.5 Vehicles are booked by clients as requested. For client and luggage limitations & vehicle types please visit the website at www.leadingroutecars.com or call Leading Route Cars on 020 8991 9191 where a member of staff will be able to assist.

4 Cancellations / Cancellation charges

4.1 No reservation which has been accepted by the service provider may be cancelled by the client except with the agreement in writing, by email, telephone or otherwise of the service provider and on terms that the client shall indemnify the service provider in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the service provider as a result of cancellation.

4.2 Vehicles that are booked by the client that are not suitable for the purpose for which they have been booked for as in clause 3.5 will be subject to clause 4.3.3. Vehicles that are cancelled by clients after reservation acceptance by the service provider shall incur a £10.00 charge.

4.3 Cancellations must be informed at least one hour prior to the time/date of booking by telephone on +44 (0) 20 8991 9191. If your call cannot be answered the Client should leave a voice message (voicemail).

4.3.1 Cancellations informed before the driver has departed will incur no charges of the quoted price for provision of service.

4.3.2 Cancellations informed once the driver has departed will incur a 75% charge of the quoted price for provision of service.

4.3.3 Cancellations not informed or informed once the driver has reached the pick-up point will incur a 100% charge of the quoted price for provision of service.

5 General Applications

5.1 The service provider shall not be liable to the client or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the service provider's obligations in relation to the service, if the delay or failure was due to any cause beyond the service provider's reasonable control.

Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the service provider's reasonable control directly or indirectly:-

5.1.1 act of nature, explosion, flood, tempest, fire or accident;

5.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

5.1.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

5.1.4 traffic accidents, traffic hold ups, traffic congestion, diversions;

5.1.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the service provider or of a third party);

5.1.6 flight delays, flight cancellations;

5.1.7 power failure or breakdown in machinery including computer systems.

5.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.3 Except as expressly provided in these Conditions, the service provider shall not be liable to the client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the contract, for any direct or consequential loss or damage sustained by the client (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the service provider, its servants or agents or otherwise) which arise out of or in connection with the supply of the services.

5.4 If clause 4.2 applies then without prejudice to any other right or remedy available to the service provider, the service provider shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the client, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5.5 The Client undertakes to the Service provider that:-

5.5.1 the client will regard as confidential the contract and all information obtained by the client relating to the business and/or products of the service provider and will not use or disclose to any third party such information without the service provider's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the clients default;

5.5.2 the client will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents. This condition shall survive the termination of the contract.

6 Account Customers

6.1 Clauses under section 6, 7, and 8 of these Terms & Conditions apply to Account customers only.

6.2 It is a condition of this agreement that invoices shall be paid in full within 30 days of issue thereof. Should any invoice not be paid within 30 days any outstanding invoices shall immediately become due and payable.

6.3 Without prejudice to the service provider's rights hereunder all monies due to the service provider in respect of provision of the Services which are not paid by the due date for payment shall 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 service provider in respect thereof.

6.4 The client shall not be entitled for any reason to withhold payment of monies due to the service provider and in particular shall not be entitled to do so in circumstances where the client is in dispute with the service provider and/or claims money or compensation from the service provider in respect of the Services.

7 Invoice Limit

7.1 At any time of opening the clients account with the service provider, the service provider may set a limit on the total amount which may be outstanding as unpaid on such account at any one time. The service provider may in its discretion refuse to provide the Services in the event of this limit being exceeded.

8 Account Number

8.1 The client will be issued with a account number which must be quoted on all bookings. Notwithstanding the aforesaid, the service provider does not accept any responsibility whatsoever when account numbers are used by unauthorised personnel and/or for unauthorised purposes.

9 Insurance

9.1 The service provider 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 service provider up to and including delivery thereof), and the client is advised to effect such insurance as the client deems necessary for the carriage of goods and/or property by the service provider.

10 Delivery

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

10.2 In the event that the service provider is unable for whatever reason to deliver the client or the client's goods or property then the service provider reserves the right to charge the client for any and all costs and expenses incurred in doing so and/or for any costs or storage of the goods or property.

11 Miscellaneous & Governing Law

11.1 No waiver by the service provider of any breach of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

11.3 The Contract shall be governed by the laws of England & Wales.
