



TRAVELSERVE LIMITED

Novotel Heathrow, Amsterdam Suite,
West Drayton,
UB7 9HJ

TravelServe Limited Terms & Conditions

These terms and conditions and airlines and hotel-based booking form constitute the entire Agreement concerning the provision of a private hire and airport transfer service (“Service”) between passenger, driver and TravelServe Limited. TravelServe complies with the TFL Regulation 9(14) and acts solely as the principle for the service, and contract with the passenger is directly with the TravelServe, but not with the driver.

Completion of the booking form and use of the Service indicates passenger’s unconditional acceptance of the terms and conditions set out in this Agreement.

1. Booking

2.1 Passenger must allow sufficient time when booking the private hire vehicle to allow for the check-in times required by the airline and for any delays caused by traffic conditions. TravelServe shall not be responsible for any delay caused by passenger failure to allow enough time to reach the destination or if the passengers are not ready for collection at the booked time.

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

2.3 If passenger needs to transport a wheelchair, please specify this at the time of booking.

3. Prices & Payment

3.1 TravelServe will inform passenger a quotation based on the information supplied. Unless otherwise stated all prices are exclusive of VAT which, if applicable, will be charged in addition. TravelServe may amend the quotation if there is any material change to the original itinerary, the number of passengers, or the type or size of vehicle required.

3.2 The quotation will include a [45] minute waiting period after the advertised landing time and

the cost of car parking if meet and greet service has opted. TravelServe will charge for waiting at its standard rates after the initial 45-minute period has expired. TravelServe will endeavour to check for flight delays before the driver leaves for the airport but shall be under no obligation to do so.

3.3 If passenger accepts the quotation, he will receive confirmation of the booking by email. Passenger must check the booking confirmation carefully and inform TravelServe promptly of any errors. TravelServe shall not be responsible for any delays caused or costs arising from by passenger's failure to provide TravelServe with correct information.

3.4 All journeys originating at an airport (which are not return journeys where TravelServe has taken passenger to the airport) must be prepaid in full at least 24 hours before the date of travel.

3.5 Payment can be made by credit card, debit card, cash or cheque with a valid guarantee card. Payment by cheque must be made at least 7 days before the date of travel.

4. The Service

4.1 Passenger shall be responsible for the behaviour in the car during the journey. Passenger will be charged £100 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger.

4.2 Eating, drinking and/or smoking in the cars are not permitted.

4.3 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. Such seats may be retained by the driver for use on the return journey.

4.4 TravelServe will not carry more passengers than its insurance or licensing allows.

5. Cancellations

If passenger needs to cancel the booking, please contact TravelServe as soon as possible. If a passenger cancels 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 Heathrow Airport are normally dispatched up to twenty minutes before their due time.

If passenger has made a booking through the Quote/Book/Pay service, and have cause to cancel the booking before a vehicle has been dispatched, a charge of 5% will be levied on the original payment made.

6. Liability

6.1 TravelServe shall use all reasonable endeavors to get passenger to the 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 TravelServe be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.

6.2 All luggages are carried entirely at passenger's risk.

6.3 TravelServe 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 the journey TravelServe will endeavor to arrange an alternative car to complete the journey as soon as practicable.

6.4 Passenger shall indemnify TravelServe against all losses, costs, damages and expenses arising from any act or omission

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6.5 Neither party excludes or limits its liability for death or personal injury caused by negligence, or for willful default or fraudulent misrepresentation or otherwise in any mannerunenforceable by any applicable law.

7. Termination

TravelServe will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence or abuse by passenger or by any passenger in the party and will ask all passengers to vacate the vehicle as soon as it is safe to do so. No refunds will be given if the journey is terminated part way through the hire.

8. Miscellaneous

8.1 TravelServe may on very rare occasions have to subcontract a private hire journey to another TFL operator in case of delays or vehicle breakdowns, the customer will be informed of this action as soon as it arises, However the contact and responsibility of the journey remains with Travelserve

8.2 TravelServe may change these terms and conditions at any time by posting changes online. Please review these terms and conditions regularly to ensure that the passengers are aware of any changes. All existing bookings will be at the rate quoted or applicable rate in effect at the time of booking.

8.3 TravelServe shall store, process and use all information regarding personal details in accordance with the requirements of the Data Protection Act 1998

8.4 This Agreement and any accompanying quotation represent the entire agreement between passenger and TravelServe in relation to its subject matter. If there is any discrepancy between the terms of this Agreement and the quotation, the terms of this Agreement shall prevail.

8.5 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement except where otherwise agreed in writing.

9. Disputes

This Agreement shall be construed in accordance with English law and passenger and TravelServe each agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement.

10. Conveying of children

UK law states that private hire vehicles are exempt from legislation relating to children travelling in a baby/childseat or booster, more details of the legislation can be found online. For Health and Safety reasons TravelServe are unable to provide any form of child seat. However, if passenger is booking a return journey and have their own child seat, the driver who carries out the booking will store the child seat for the return journey, please note that the installation of the child seat must be carried out by the passenger.