

HARRYS CARS- Airport: Terms & Conditions

These terms and conditions and the web-based booking form constitute the entire Agreement concerning the provision of an airport transfer service (“Service”) between you and HARRYS CARS. Completion of the booking form and use of the Service indicates your unconditional acceptance of the terms and conditions set out in this Agreement.

1. Definitions

“HARRYS CARS” means HARRYS CARS Limited whose registered office is Unit 3. Crown Parade. Crown Street. Warrington. Cheshire. WA1 2AE. VAT Number: 79807 4084.

“you” and “your” means any individual, company or other business who places the booking with us.

2. Booking

2.1 You must allow sufficient time when booking your taxi to allow for the check-in times required by your airline and for any delays caused by traffic conditions. HARRYS CARS shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.

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

2.3 If you need to transport a wheelchair please specify this at the time of booking.

3. Prices & Payment

3.1 HARRYS CARS will email you a quotation based on the information supplied by you. Unless otherwise stated all prices are exclusive of VAT which, if applicable, will be charged in addition. HARRYS CARS 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 [30] minute waiting period after the advertised landing time and the cost of car parking. HARRY'S CARS will charge for waiting at its standard rates after the initial 15 minute period has expired. HARRY'S CARS will endeavor to check for flight delays before the driver leaves for the airport but shall be under no obligation to do so.

3.3 If you accept the quotation, you will receive confirmation of your booking by email. Please check your booking confirmation carefully and inform HARRY'S CARS promptly of any errors. HARRY'S CARS shall not be responsible for any delays caused or costs arising from by your failure to provide HARRY'S CARS with correct information.

3.4 All journeys originating at an airport (which are not return journeys where HARRY'S CARS has taken you to the airport) must be prepaid in full at least three days before the date of travel.

4. The Service

4.1 You shall be responsible for the behavior of all the passengers in the vehicle during the journey. You will be charged £40 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 traveling 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 HARRY'S CARS will not carry more passengers than its insurance or licensing allows.

5. Cancellations

If you need to cancel your booking, please contact HARRY'S CARS as soon as possible. If you cancel 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 40 minutes be-

fore flight arrival, journeys within the surrounding area of Warrington are normally dispatched up to twenty minutes before their due time.

6. Liability

6.1 ABBA CARS shall use all reasonable endeavours to get you to your 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 HARRYS CARS be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.

6.2 All luggage is carried entirely at your risk.

6.3 HARRYS CARS 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 your journey HARRYS CARS will endeavor to arrange an alternative car to complete the journey as soon as practicable.

6.4 You shall indemnify HARRYS CARS against all losses, costs, damages and expenses arising from any act or omission of any passenger in your party.

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 manner unenforceable by any applicable law.

7. Termination

HARRYS CARS will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence or abuse by you or by any passenger in your party and we 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 HARRYS CARS may subcontract its obligations under this Agreement. Only in extreme circumstances. You shall not assign, transfer or delegate any of your rights or obligations under this Agreement.

8.2 HARRYS CARS may change these terms and conditions at any time by posting changes online. Please review these terms and conditions regularly to ensure that you 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 HARRYS CARS shall store, process and use all information regarding your personal details in accordance with the requirements of the General Data Protection Regulations 2018. Only to allow us to undertake and perform your journey requirements for you.

8.4 This Agreement and any accompanying quotation represents the entire agreement between you and HARRYS CARS 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 you and HARRYS CARS 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 taxis are exempt from legislation relating to children traveling in a baby/child seat or booster, more details of the legislation can be found [here](#). For Health and Safety reasons HARRYS CARS are unable to provide any form of child seat. If you require a child seat for your journey it would be the child's parent/carers responsibility to provide one and to fit the seat in the vehicle and to secure the child. If you are booking a return journey

and have your own child seat, the driver who carries out your booking will store your child seat for the return journey, please note that the installation of the child seat must be carried out by you.

If you would like to have a copy of the HARRYS CARS Ltd Terms & Conditions please email us with your request.

Last updated 24th May 2018