**Operator, Driver and Passenger(s) Contractual Relationship**

‘Booking’ – The agreement for the provision of a Private Hire (aka: Minicab) service in accordance with these Terms and Conditions
“Job” – Actual journey, which is in action or completed, as dictated on The Booking
‘Company’ – The Company is Taxi & Private Hire (aka: TPH) licenced Private Hire trading as “Sinclair Cars Limited”, registration number of the Company:**7806640**, TPH registered license number:**76520301**, Registered Operating Centre: Sinclair Cars Limited, 40A Romford Road, London, E15 4BZ and acting as the principle of its operations.
‘Driver’ – The licensed Private Hire (aka: Minicab) driver who is driving the Vehicle
‘Vehicle’ – TPH approved and licensed Private Hire Vehicle that is driven by the Driver for the purpose of completing the Booking
‘Customer’ – The person or people who either are making the Booking or travelling in the Vehicle and are responsible of making the payment.
\*’Booker’ – the person or people who confirmed the Booking details.
\*\*’Passenger’ – person or people travelling inside the Vehicle to complete the Booking.
‘Pick Up Date’ – The date that the Customer requires the minicab Booking to pick them up
‘Pick Up Time’ – The time that the Customer requires the minicab to pick them up
‘Contact Details’ – The telephone number of the person travelling in the Vehicle and/or the person who is booking the journey.
‘Pick Up Point’ – The address or geographical point that the Customer would like to be picked up from. Multiple pick-up points can be indicated if there are multiple passengers to collect.
‘Drop Off Point’ – The address or geographical point that the Customer would like to end the service. Multiple drop off locations are possible if there are multiple passengers. If not indicated otherwise in advance the last passenger will be responsible for payment.
‘Quotation’ – The value of the Booking to be paid to the Company based on the information given at the time of making the booking. The Quotation can be different from the Final Price, if the circumstances of the booking are changed thereafter.
‘Confirmed’ – The act of agreeing that all the Booking details are correct and the Customer has agreed to proceed with the Booking.
‘Final Price’ –The price of the service once any additions or surcharges have been added to the Quotation based on new information not given at the time the Booking was confirmed. The Final price can be changed, even after the job has been completed.
‘Peak Time’ – periods of time of high demand for service. 10% increase in cost is applied to bookings with Pick Up times during this time. Peak Times are Monday to Friday 6am to 9am in the morning and 4pm to 1am in the afternoon/evening and all-day Saturday and Sunday.
‘ASAP Bookings’ – A Confirmed Booking required for As Soon As Possible. Subject to availability.
‘Pre-Booked Bookings’ – A Confirmed Booking with a Pick-Up Date and Pick Up Time in the future date. Subject to availability.
‘Photo Identification’ – A document that shows the name and photograph of the holder of the document for example Driving License or Passport.
‘Pre-Authorisation’ –The holding of funds so that they cannot be spent. This applies to pre-Booked bookings with card payment as the method of payment set in advance.
‘Parking Charges’ – Fees incurred when the Driver has to park the Vehicle in a parking restricted zone.
‘Drop Off Charge’ – Fees incurred when the Driver takes the vehicle into a restricted parking zone
‘Flight Number’ – the identifying number of a timetabled journey by an aircraft.
“Hold Off Time” – Time period that indicates the requested delay, by Customer, between the landing time of the flight and the requested actual pick up time of the Booking.
‘Cancellation Fee’ – The fee charged by the Company when the cancellation procedure shown in this document has not been adhered to. This fee can be charged at any time.
‘Waiting time’ – the time the driver is kept waiting by the Customer after the Pick-Up Time. Additional charges will apply to the final cost after the free waiting time allowance expires.
‘No Show’ – Situation when The Customer has failed to use the booking that has been confirmed. This can incur a Cancellation Fee.
‘Run Off’ – Situation when The Customer has completed a Job but failed or refused to pay for the service.

**1 Making a Booking**

**1.1** The Customer can confirm the Booking with the Company by phone call, app, website or email.

**1.2** The Customer must provide correct information at the time of Booking regarding all aspects of the Booking including but not limited to Pick Up Date, Pick Up Time, Pick Up Point, Drop Off Point, Contact Details of The Booker and/or The Passenger. Additionally for bookings picking up from airport – Flight number and Hold Off Time.

**1.3** The Customer can choose to have a confirmation SMS message and/or email which confirms all the Booking details. If not requested by the customer, then default options to be used.

**1.4**The Customer must inform the Company at the time of Booking of any special requirements including but not limited to children travelling, animals travelling, amount of luggage, extra drop off or collection points

**1.5** In respect to clause 1.4, the Company can refuse to take the Booking based on special requirements if The Company or The Driver is not legally required to do so.

**1.6** In respect to clause 1.4, the Company reserves the right to cancel the booking if special requirements have not been mentioned before the Driver arrives at the Pick-Up Point if The Company or The Driver is not legally required to do so.

**1.7** Based on the information given at the time of the Booking, the Company will provide the Customer with a Quotation and if the Customer accepts, the Booking is then confirmed.

**1.8** In respect to clause 1.7, the Final Price and the Quotation can differ based on any new special requirements that are added to the Booking after it has been Confirmed and that are accepted by the Company.

**1.9** The Company reserves the right to cancel any Booking at any point if there is any suspicion of illegal activity including but not limited to fraud, transportation of illegal goods, etc.

**2 Waiting Time**

**2.1** Each Booking has a 10-minute free waiting period included unless otherwise arranged and agreed with the Company and Confirmed when making the Booking in accordance with clause 1

**2.2** The Waiting Time starts:

**2.2.1** For ASAP Bookings, once the Driver has arrived at the Confirmed Pick-Up point

**2.2.3** For Pre-Booked Bookings, at the Pick-Up Time Confirmed when making the Booking, assuming the Driver has arrived at the Confirmed time

**2.2.4** If the Pick-Up Point is an airport, then the Booking has a 30-minute free waiting, which will be counted from the “Hold Off Time” that the customer has requested on the booking. This period included unless otherwise arranged and agreed with the Company and Confirmed when making the Booking in accordance with clause 1

**2.2.5** If the free Waiting Time is exceeded the Final Price will be updated. An extra charge of £1.00 per 3 minutes will be added to the Quotation that the Company provided when the Booking was Confirmed.

**3 Cash Payment**

**3.1** Payment for the Booking can be made to the Driver at the end of the Booking.

**3.2** The Final Price will be charged at upon completion of The Booking.

**3.3** No paper receipts are available. The driver can only provide a digital receipt. The customer must provide their email address in order to receive the receipt.

**3.4** The customer is responsible to check any cash change that it is given, before leaving the vehicle. No later claims about the incorrect change will be accepted.

**3.5** If no payment can be made, or fraudulent payment details are provided, The Booking will be considered a Run Off. The Company reserves the right to contact the Police or another appropriate organization to claim the due payment and/or prevent fraud.

**4 Card Payments – In Vehicle**

**4.1** Payment for the Booking can be made by Credit or Debit Card to the Driver at the end of the Job.

**4.2** The Driver will ask to see Photo Identification in order to match the name on the card with the person using the card for security purposes.

**4.3** No paper receipts are available. The driver can only provide a digital receipt. The customer must provide their email address in order to receive the receipt.

**4.4** If the Customer cannot produce a card and/or matching Photo Identification, the Company reserves the right to refuse this method of payment.

**4.5** If a card payment has failed or been declined, the Company reserves the right to request other methods of payment.

**4.6** If no payment can be made, or fraudulent payment details are provided, The Booking will be considered a Run Off. The Company reserves the right to contact the Police or another appropriate organization to claim the due payment and/or prevent fraud. The company will charge a further £15 Chargeback Admin fee when claiming the fare.

**5 Card Payment – Online**

**5.1** Payment for the Booking can be made by Credit or Debit Card that is registered to an online user area either on the Sinclair Cars App or Website.

**5.2** Once the Booking has been Confirmed the Company will request a Pre-Authorisation of the Quotation from the Customers card supplier which will show as ‘pending’ or similar on the card account.

**5.3** The ‘pending’ transaction might stay on the card account until the payment has been taken at the end or a short time after the Job is completed or if the Job is cancelled.

**5.4** If a Booking is cancelled and is exempt from any Cancellation Charges, the Company will request the Customer’s card supplier to release the Pre-Authorisation. Depending on the card supplier this can take up to 7 working days.

**5.5** A receipt will be emailed to the email address that is registered on the user area that was used to make the booking unless requested otherwise.

**5.6** If a card payment has failed or been declined, the Company reserves the right to request other method of payments or to cancel the Booking.

**5.7** If no payment can be made, or fraudulent payment details are provided, The Booking will be considered a Run Off. The Company reserves the right to contact the Police or another appropriate organization to claim the due payment and/or prevent fraud. The company will charge a further £15 Chargeback Admin fee when claiming the fare.

**6 PayPal Payment**

**6.1** Payment for the Booking can be made in advance by a PayPal account that is registered to an online user area, either on the Sinclair Cars App or Website.

**6.2** The Final Price will be dependent on any changes made to the Confirmed Booking.

**6.3** Once the Booking has been Confirmed the Company will request a Pre-Authorisation of the Quotation from the Customers PayPal Account.

**6.4** If a Booking is cancelled and is exempt from any Cancellation Charges, the Company will request the PayPal to release the Pre-Authorisation. This can take up to 7 working days.

**6.5** A receipt will be emailed to the email address that is registered on the user area that was used to make the booking unless requested otherwise.

**6.6** If a PayPal payment has failed or been declined, the Company reserves the right to request other method of payment or to cancel the Booking.

**7 Airport Bookings**

Airport Bookings are subject to all Clauses in these Terms and Conditions however the following exceptions/additions apply:

**7.1** If the Pick-Up Point is an Airport the Driver will park the Vehicle in the Airport Short Stay Car Park before the agreed Pick-Up Time.

**7.2** The Parking Charges will be added to the Quotation to form the Final Price at the end of the Job. Parking charges are not included in any Quotations.

**7.3** Parking Charges are reflected to the charges of each individual airport.

**7.4** If the Drop Off Point is an Airport the Driver will drop at the Airport Drop Off Zone.

**7.5** If the Airport charges a Drop Off Charge, this will be added to the Quotation to form the Final Price at the end of the Booking.

**7.6** The Drop Off Charge is set by the Airport.

**7.7** The Company is taking no responsibility for the accuracy of the information regarding parking or drop off charges that is displayed on each airport’s website.

**7.8** If the Pick-Up Point is an Airport, the Customer must provide a correct Flight Number when making the Booking.

**7.9** In accordance with Clause 7.8, the Company reserves the right to cancel the Booking if an incorrect Flight Number or no Flight Number is provided when the Booking is Confirmed.

**7.10** If the Pick-Up Point is an Airport, the Customer must confirm a Hold Off Time.

**7.11** If the Pick-Up Point is at an Airport the Pick-Up Time will be set by the Hold Off Time and Waiting Time will start from this time.

**7.12** In the event of The Flight landing time changing by the “Flight Tracker” – the company will also change The Pick-Up time in accordance with The Hold Off time.

**7.13** The Company will track the Flight Number using an online flight tracker.

**7.14** The Company will not be held responsible for any loss or damage if the online flight tracker does not correspond to real life events including but not limited to delays, change of destination airport, early arrival.

**7.15** If the Customer requests the Driver to take the M25 to or from any Airport an additional £25 charge will apply.

**8 Cancelling a Booking**

**8.1** The Customer must give at least three hours’ notice before cancelling a booking from any address. Minimum three-hour notice is required for Bookings from any London Airport.

**8.2** Longer notice period is required for journeys picking up outside London. Minimum notice period depends on driving time from our Stratford Location to the pick-up address.

**8.3** If the minimum notice is not given then the Company reserves the right to charge a Cancellation Fee up to, but not limited to, the full cost of the job.

**8.4** If the minimum notice is not given then the Company reserves the right to charge for any incurred charges including but not limited to Parking Charges, Waiting Time Charges, Drop Off Charges etc.

**8.5** The Company reserves the right to cancel the Booking if no contact can be made to the Customer on the Contact Details provided when the Booking was Confirmed and the included free Waiting Time has expired. The booking will then be considered a No Show.

**8.6** If the Booking is a No Show, then the Company reserves the right to charge a Cancellation Fee.

**8.7** If the Booking is a No Show, then the Company reserves the right to charge for any incurred charges including but not limited to Parking Charges, Waiting Time Charges or Drop Off Charges.

**8.8** The company reserves the right to cancel a booking after the free waiting time period is expired if continued waiting would cause significant delay to other upcoming bookings.

**8.9** The Customer must prepay for any journeys outside of E15, E11 and E7 areas, maximum three hours before the pick-up, or the booking may be cancelled.

**9 Limitations and Exclusions**

**9.1** The Company shall not undertake the carriage or delivery of:

**9.1.1** Money or securities (whether cash, cheques, bankers’ drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form whatsoever) of whatever amount or value.

**9.1.2** Any goods or property (of whatsoever nature) of an intrinsic value of more than £100.

**9.1.3** Any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or.

**9.1.4** Any goods or property (of whatsoever nature) which may deteriorate in transit. Unless the Customer has prior to the commencement of the Service in respect of such goods or property expressly notified the Company as to the nature and value of the same and a Director of the Company has expressly agreed in writing that the Company shall carry and deliver the same on such terms and conditions as the Company may reasonably require and in the event that the Company undertakes the Service in respect of such goods or property without first having expressly agreed to do so as aforesaid, the Company shall have no liability whatsoever for loss or damage to the same however arising.

**9.2** The Company shall be entitled to destroy or dispose of goods or property referred to in clauses 9.1.3 and 9.1.4 in such manner as the Company thinks fit if in the Company’s opinion it is proper to do so and the Company shall account to the Customer for money it receives (if any) on such destruction or disposal in excess of the costs incurred by the Company in so disposing of or destroying the goods or property.

**9.3** Without prejudice to the provisions of clause 9.1 the Company shall not in any event be liable directly or indirectly for: -

**9.3.1** Consequential loss (whether for loss or profit or otherwise) and/or.

**9.3.2** Loss, damage and/or breakage to China, glass ceramics or other breakables whether arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever.

**9.4** Without prejudice to the generality of clauses 9.1 and 9.3 in particular the Company shall not be liable for any loss and/or damage arising directly or indirectly from:

**9.4.1** Breakdown, accident, adverse weather conditions, traffic conditions.

**9.4.2** Any act or omission on the part of the Customer.

**9.4.3** Any clause, act or circumstance beyond the control of the Company (including, without limitation, any strike, (official or not) lock-out or other form of industrial action or labour dispute, governmental regulations, legal restrictions, embargoes, fire, flood, Act of God, any consequence of riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, acts of terrorism, rebellion, military or usurped power, confiscation, requisition or destruction of or damage to property by or upon the order of or in the name of any Government or public local authority).

**9.4.4** Inadequate or inappropriate packaging of goods, or incorrect or inadequate labelling or instructions received from the customer and/or.

**9.4.5** The Company being prevented or hindered from delivering the goods or property.

**9.5** Without prejudice to the generality and effect of the foregoing provisions of this clause 9 the liability of the Company for each delivery or courier service undertaken by the Company howsoever arising and whether direct or indirect and including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever shall in any event be limited to the lesser of: -

**9.5.1** £150 or

**9.5.2** The intrinsic value of the goods or property encompassed in such delivery or courier service

**9.6**The provision of clauses 9.3, 9.4, 9.5 and 9.1 apply to liability for loss or damage to goods or property and do not apply to liability for death or personal injury.

**10 Prohibition of Consuming**

**10.1** No alcohol is to be consumed in any of our vehicles.

**10.2** Not eating or drinking is allowed in his/her vehicle.

**10.3** No smoking in any of our vehicles as in accordance of the law.

**10.4** No consumption of any illegal substances in any of our vehicles.

**11 Customer(s) Liability**

**11.1** Customer(s) shall behave and treat drivers and his/Her’s vehicle with upmost respect.

**11.2** Customer(s) shall not foul in vehicles during the booked journey.

**11.3** Customer(s) shall not be intoxicated prior to or during the booked journey.

**11.4** Of the clauses 10.1, 10.2, 10.3, 10.4, 11.1, 11.2, 11.3 should customer(s) violate any of the said clause will be liable for any damages and valeting charges. Should any of the said violations arise the company and its drivers reserve the right to report to police or any appropriate organisations. Such violations will hinder any continuation of journey or future bookings.