

# Terms and Conditions

## 1. Introduction

All client bookings that are accepted by Hackett & Hackett (London) Ltd Trading As Hackett & Hackett from here on in are under taken in accordance with the terms and conditions set out below.

It is assumed for these purposes that the client understands and accepts these terms and conditions at time of booking. Hackett & Hackett may, in its absolute discretion, decline any booking. In relation to any booking (s), the details contained in the final booking confirmation that is sent (by email) to the client by Hackett & Hackett (“Final Confirmation”) shall constitute the agreed booking details. It is the client’s responsibility to verify the details contained in the Final Confirmation are correct and accurate. If the client does not appear or make himself / herself known to the driver at the time and place designated for collection in the Final Confirmation within (a maximum period of) 60 minutes of the scheduled collection time, the driver will be instructed to stand down and our full charge together with relevant waiting time and car parking fees that have been incurred will be charged at the full rate and all prepayments in relation to such booking will be non refundable. Any overnight expenses that have been incurred by Hackett & Hackett prior to the time of cancellation in respect of a cancel booking will also be chargeable in full.

## 2. Definitions

- a. Hackett and Hackett (London) Ltd are trading as Hackett and Hackett.
- b. Outlined below are the Terms & Conditions by which Hackett and Hackett (London) Ltd conduct business with our clients, and passengers.
- c. Within these Terms & Conditions (T&C’s), “Hackett and Hackett”, “our”, and “we” refers to Hackett and Hackett (London) Ltd. We reserve the right to vary these terms and conditions of trading without notice.

## 3. Privacy / Use of Data

- a. Hackett & Hackett is committed to adhering to the principles of data protection legislation in the UK.
- b. Hackett and Hackett complies with the following principles of the Data Protection Act:
  - i. Personal data shall be processed fairly and lawfully
  - ii. Personal data shall be obtained only for one or more specified and lawful purpose, and shall not be further processed in any manner incompatible with that purpose or those purposes.
  - iii. Personal data shall be accurate and, where necessary, kept up to date.
  - iv. Personal data processed for any purpose or purpose shall not be kept longer than is necessary for that purpose or those purposes.
  - v. Personal data shall be processed in accordance with the rights of data subjects under this Act.
  - vi. Appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
  - vii. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures adequate level of protection of personal data.

#### **4. Bookings**

- a. All bookings must be pre-booked via the online booking platform, email or telephone. Any booking direct with our chauffeurs will be deemed invalid.
- b. Bookings will be priced in line with the agreed tariff or a quote will be given if the booking falls outside of the agreed tariff.
- c. Every effort will be made to accommodate a client's requirements for the booking of a particular vehicle/driver. We reserve the right however to supply an alternative vehicle/driver of equal standard.
- d. In the event that we are unable to supply one of our own vehicles for your journey, we will sub contract to a supplier of equal standard. Hackett and Hackett T&C's will still apply.

[www.hackettandhackett.co.uk](http://www.hackettandhackett.co.uk)

[info@hackettandhackett.co.uk](mailto:info@hackettandhackett.co.uk)

Bookings: +44 (0) 333 123 0773

Office Mobile: +44 (0) 7949 129 929

8 Shepherd Market Mayfair London W1J7JY

Registered at Companies House: 7100605

CO No. 06519 / 02/01 (14 June 2020) VAT No. 992 1175 07

- e. All bookings must be made with a minimum of 3 hours notice. If you require a booking in less than 3 hours, Hackett and Hackett will endeavour to make every option available to cover the job but cannot guarantee coverage without 3 hours notice.

## 5. Charges

- a. Waiting time is charged at an hourly rate as outlined on the agreed tariff. 15 minutes grace is given on all pick-ups including airport pickups where the incoming flight originates from within UK or European Union. For flights originating outside of this area the first 30 minutes waiting time will not be charged.
- b. All parking/toll charges will be passed on at the cost rate.
- c. All charges quoted are exclusive of VAT. VAT is charged at the prevailing rate.
- d. Gratuities are at the client's discretion.
- e. A cleaning fee of £50 will be charged for any soiling of our vehicles if professional valeting is required as a result.
- f. We operate a fixed rate for journeys to or from the local areas, the London airports and to most London postcodes.
- g. We reserve the right to charge an additional mileage rate for journeys outside the M25 Excluding airport transfers. This will be reflected on the agreed tariff.
- h. As Directed (hourly charged) bookings will be charged rounded up to the nearest 30 minutes with a minimum charge of 4 hours for business, first class and MPV bookings. The as directed service on the Prestige Range will be minimum 8 hours charges.
- i. All fares will incur a 50% increase in UK bank Holidays and 100% increase on Christmas and New Year's Day.
- j. In addition to Bank Holidays we reserve the right to apply a surcharge to additional stops on route, periods of extreme weather or road conditions, journey outside of standard business hours (midnight to 5am). These are examples and are not an exhaustive list.
- k. All our prices are quoted in pound sterling.

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- l. There is an administration fee and surcharge of 15% on American Express Transactions.
- m. All hire is charged base to base that been Central London in particular Park Lane Mayfair London.
- n. Tolls are chargeable at cost.

## **6. Payment**

- a. Payment is accepted by either bank transfer or all major credit/debit cards. We do not accept cheques.
- b. Payment by credit/debit card will attract a surcharge which will be notified to you prior to taking payment.
- c. Credit Card payments can be made to either pre-book a service or to settle an invoice.
- d. Refunds may be made in the event of a service failure and following agreement with the Hackett and Hackett reservations office.

## **7. Account Holders**

- a. Account facilities are available to UK based companies. Prior to opening an account you will be subject to a credit check.
- b. Invoices will be issued on a weekly basis and must be settled within 7days from the date of invoices.
- c. Any invoice queries must be raised within 5 working days upon receipt of invoice.
- d. We reserve the right to make a charge for any late payment under the late payments of commercial debts act 1998.
- e. Any late payment of invoices may attract interest charges of up to 7.5% per annum above base rate calculated on a daily basis.
- f. It is the responsibility of the Client to ensure adequate security to ensure that the account facility is not abused.
- g. All Tariffs will be agreed upon opening of accounts depending on the level of service required.
- h. A 3.5% Service Control charge is applied to all account holder invoices.

## **8. Cancellations**

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- a. Any booking cancelled with less than 3 hour's notice will be fully charged.
- b. For bookings cancelled with less than 9 hour's notice we will charge 50% of the expected fee.
- c. Cancellations must be made either via the online booking platform or by email. If we manage to reassign the vehicle we will only charge for the proportion of business lost.
- d. Any job that is moved to a later date or time from the original pick up time will be considered a cancelled job and 100% of the fee will be charged.
- e. Any booking that is brought forward in less than 3 hours from the original pick up time will incur a 50% surcharge fee due to the need to rearrange resources.
- f. If a passenger does not appear at the time and place designated as the pick-up point and is not contactable by the Hackett and Hackett control room or the Chauffeur, it will be considered as a no show and the full charge will be levied.

## **9. Events and Multi-car Bookings**

- a. For bookings involving more than one car the following cancellation fees apply:
  - i. Less than 7 days and more than 24 hour's notice: a 50% cancellation charge.
  - ii. Less than 24 hour's notice: a 100% cancellation fee will be charges.
- b. We offer a meet and greet service which is chargeable and will be added to the invoice.
- c. Scheduling and preparation is also chargeable and will be added to the invoice.
- d. On-site coordinators can be provided – this is chargeable and will be added to the invoice.
- e. Any requirement for out of London bookings where the driver is required to stay overnight, accommodation and subsistence costs will be chargeable. These will be agreed in advance.

## **10. Condition of Hire**

- a. When the journey is booked the fee quoted will usually be for the longest route however this is at the discretion of the Chauffeur who will travel by the route which in their opinion is the most suitable.
- b. With the Chauffeurs approval you will be able to bring a reasonable amount of hand luggage into the passenger compartment of the vehicle.
- c. A reasonable amount of general luggage is allowed however the Chauffeur will reserve the right to prohibit the transport of any luggage he deems to be of excessive weight.
- d. Hackett and Hackett accept no responsibility for any loss or damage to luggage or any other item. It is the passenger's responsibility to ensure adequate insurance cover is in place for goods in transit.
- e. Hackett and Hackett accept no responsibility for any accidental damage caused by clients to the interior or exterior of the vehicle.
- f. Hackett and Hackett prohibit any other person other than the Chauffeur driving the vehicle and the seating capacity of the vehicle must not exceed.
- g. The passenger/s must not request the driver to or act themselves in any way that contravenes any part of the legislation which applies to the use for vehicles under the Road Traffic Acts.
- h. The passenger/s must respect the vehicle and a cleaning fee will be levied for any misuse of food, drink or illness. The consumption of food is not permitted with the vehicle.
- i. Additional requests/alterations to the booking such as additional pick up points and changes to the destination may be fulfilled however in such cases additional waiting time or mileage will be charged for.
- j. All vehicles are non-smoking vehicles. Any violation of this rule by the passenger/s will deem the contract invalid.
- k. Once the booking has been confirmed, the price will not be altered unless this is as a result of the amendments by the passenger/s incurring additional charges.
- l. The carriage of animals is by prior agreement only at the time of confirming the booking.

- m. Our Chauffeurs will be punctual however we do not accept responsibility for delays caused by circumstances beyond our control.
- n. Hackett and Hackett and its Chauffeurs reserve the right to refuse to carry passengers who are thought to be under the influence of alcohol or drugs and whose behaviour poses a threat whether to the Chauffeur, the vehicle or other passengers.
- o. Hackett & Hackett (London) Ltd accept no responsibility for bodily injury or death or sickness to the signatory of the contract or any other person except where such death or injury or reckless that been cause directly by a member of Hackett & Hackett (London) Ltd.
- p. Hackett & Hackett (London) Ltd run an effective time management policy for our staff and contractors alike and you can rest assured it is the desired effect for all engagements to commence on time & in advance of engagement as part of our 'Docking Policy'. However in circumstances beyond our control i.e. accidents, breakdowns severe weather conditions, road works or suchlike Hackett & Hackett (London) Ltd does not take responsibility for those unforeseen circumstance but will endeavour to remedy the situation in a cohesive and prudent manner.
- q. Hackett & Hackett (London) Ltd will strive to supply the car/vehicle you have particularly requested. However, on the rare occasion we could not, we reserve to provide a substitute replacement of similar type, capacity, and accoutrement. This will be communicated to you in advance.

## **11.Licensing & Insurance**

- a. Hackett & Hackett (London) Ltd is approved by the Public Carriage Office (PCO) therein particular attention is drawn to following in the events of a client approaching a driver independently :
  - a. Both the client and driver would not be insured.
  - b. The safety of the client could not be guaranteed as there would not be an official record of their travel.



- c. The law states when a vehicle and driver is hired for the purpose of travel it is done via the local council and PCO approved licence booking office.
- d. We are only insured for passenger travel. The insurance is for public liability and not independent travel insurance.

**12. Complaints Procedure**

- a. Should you have a complaint about any part of our service you should contact us on +44 (0) 7949 129 929 or emailing both [info@hackettandhackett.co.uk](mailto:info@hackettandhackett.co.uk) and [peter@hackettandhackett.co.uk](mailto:peter@hackettandhackett.co.uk) .

**13. Lost Property**

- a. Hackett and Hackett keep a record of all lost property and will endeavour to return this to the customer.
- b. All enquiries regarding lost property should be made by calling office on +44 (0) 7949 129 929 or emailing both [info@hackettandhackett.co.uk](mailto:info@hackettandhackett.co.uk) and [peter@hackettandhackett.co.uk](mailto:peter@hackettandhackett.co.uk) .

Signed on behalf of the company .....

Company name .....

Capacity in which signed .....

Dated .....