

# Terms & Conditions

These terms and conditions constitute the entire Agreement concerning the provision of a private hire service ("Service") between you and Superb Airport Transfers. Use of the Service indicates your unconditional acceptance of the terms and conditions set out in this Agreement.

## 1. Definitions

1.1 "Superb Airport Transfers" is the registered company name for Superb Travel Suffolk whose registered office is 59 Spencer Way, Stowmarket, Suffolk IP14 1UQ [info@superbairporttransfers.co.uk](mailto:info@superbairporttransfers.co.uk); "you" and "your" means any individual, company or other business that 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. Superb Airport Transfers 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. Superb Airport Transfers 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 Superb Airport Transfers 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. Superb Airport Transfers 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 [60] minute waiting period after the advertised landing time and the cost of car parking. Superb Airport Transfers will charge for waiting at its standard rates (£20 per hour) after the initial 60 minute period has expired. Superb Airport Transfers 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 you accept the quotation, you will receive confirmation of your booking by email. Please check your booking confirmation carefully and inform Superb Airport Transfers promptly of any errors. We shall not be responsible for any delays caused or costs arising from by your failure to provide Superb Airport Transfers with correct information.

3.4 All must be prepaid in full at least seven days before the date of travel.

3.5 Payment can be made by bacs, cash or cheque.

## 4. The Service

4.1 You shall be responsible for the behaviour of all the passengers in the car during the journey. You will be charged £80 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger.

4.2 Smoking in the cars is 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 Superb Airport Transfers will not carry more passengers than its insurance or licensing allows.

## 5. Cancellations

5.1 If you need to cancel your booking, please contact Superb Airport Transfers 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 50% of the value of that journey.

5.2 48 hours' notice of cancellation is required for long distance bookings. We reserve the right to charge a 10% administration fee. Cancellations made less than 48 hours incur 100% of the value of that journey.

5.3 Local journeys may be cancelled at any time up prior to despatch of the vehicle – however, please contact us as soon as possible to advise us of your cancellation.

## 6. Liability

6.1 Superb Airport Transfers 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 Superb Airport Transfers be liable 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 Superb Airport Transfers 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 Superb Airport Transfers will endeavour to arrange an alternative car to complete the journey as soon as practicable.

6.4 You shall indemnify Superb Airport Transfers 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 wilful default or fraudulent misrepresentation, or otherwise in any manner unenforceable by any applicable law.

## 7. Termination

7.1 Superb Airport Transfers 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 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 Superb Airport Transfers may subcontract its obligations under this Agreement. You shall not assign, transfer or delegate any of your rights or obligations under this Agreement.

8.2 Superb Airport Transfers 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 Superb Airport Transfers shall store, process and use all information regarding your 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 you and Superb Airport Transfers 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**

9.1 This Agreement shall be construed in accordance with English law and you and Superb Airport Transfers 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**

10.1 UK law states that taxis are exempt from legislation relating to children travelling in a baby/child seat or booster. For Health and Safety reasons Superb Airport Transfers are unable to provide any form of child seat. However, 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.

## **11. Insurance**

11.1 Insurance is purchased by Superb Airport Transfers in accordance with our legal responsibility. All legal liabilities to third parties to include damaged property and personal injury are covered. Our maximum liability to you for loss or damage to luggage is limited to £200.00 in total. There is no insurance cover provided for loss, damage or injury where Superb Airport Transfers has not been negligent.

## **12. Exclusions of liability**

12.1 Any disclaimers and exclusions of liability in these Terms and Conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Superb Airport Transfers or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

12.2 Superb Airport Transfers accepts no liability whatsoever for your late arrival or missing a flight or connection whatever the circumstance.

## **13. Law, jurisdiction and language**

13.1 This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

These terms and conditions were update on the 27<sup>th</sup> December 2017