

We, at Air Drive Direct, aim to provide an efficient, professional and reliable service to all our customers. We believe that, as part of that service our customers need to know our terms and conditions of hire which are intended to govern the relationship that exists between ourselves and our customers.

1. The expression "the Motor Car" means the motor car assigned by us for the purposes of the transportation of our customers.
2. Although we will use our best endeavours to use our own cars for the transportation of our customers from time to time, such as for example in cases of increased customer demand, it may be necessary to use alternative vehicles. In such cases, we will aim to use vehicles of equal at the least if not higher, specification to our own.
3. The expression "the Contract Period" means the period during which the Motor Car is at the disposal of the customer for the purposes of transporting the customer to his or her destination.

#### **4. Our Obligations**

We undertake :-

- 4.1 To make the Motor Car available to the Customer for the Contract Period, together with the services of a duly licensed driver and
- 4.2 To ensure that the Motor car is duly licensed and insured and is roadworthy and complies with the requirements of the Road Traffic Acts and all regulations made under such Acts.

#### **5. Payment**

5.1 The Customer shall pay us for the use of the Motor Car and the driver at the rates notified to the Customer at the time of booking the Motor Car.

#### **6. Use of Vehicle**

6.1 The Motor Car shall be at the Customer's disposal during the Contract Period for the carriage at the Customer and (subject to the carrying capacity of the Motor Car not being exceeded) the Customers nominees. Provided that the Motor Car shall not be used otherwise than on public roads except on a private driveway leading to a dwelling house or place of public resort and being of a reasonable standard.

6.2 The Customer shall not require us or the driver of the Motor Car to break or use the Motor Car so as to break any provisions of the Road Traffic Acts, the Road Traffic Regulation Act 1984, the Vehicle Excise and Registration Act 1994 and any regulations made under such Acts.

#### **7. Limitation of Our Liability**

7.1 Our liability in respect of any failure to provide any services under these terms and conditions, shall be limited to the amount of the hire charge payable to us in respect of the period of such

failure We shall not be liable for any pecuniary or consequential loss allegedly arising from any breach of these terms and conditions by us.

## **8. Refunds/Cancellation**

8.1 Refunds, in the case of cancellation of the booking, will be made if we are notified by the Customer as follows:-

- [a] Not less than 28 days prior to the Contract Period - full refund.
- [b] Not less than 14 days prior to the Contract Period - 75% refund,
- [c] Not less than 2 days prior to the Contract Period - 50% refund,
- [d] Not less than 72 hours prior to the Contract Period - 25% refund.
- [e] At all other times, no refund will be made

## **9. Unfortunate Circumstances**

9.1 Whilst we will make every effort to transport the Customer to his or her destination, there may be cases that we may not be able to do so for reasons totally unconnected with us or due to circumstances over which we have got no control. In such cases, refunds will only be made at our sole discretion, As a rule thumb however, the closer we are to the completion of the journey the less the amount of refund that may be made available and vice versa.

## **10. General**

10.1 Whilst we will make every effort to ensure that the Motor Car, during the Contract Period, arrives on time and reaches its destination on time. we cannot be held responsible or liable for any delays due to circumstances over which we have no control, in any case, our total liability is limited to the hire charge payable to us in respect of the period of such failure We reserve the right to refuse to carry passengers that behave in an inappropriate offensive or unlawful manner.

10.2 The Customer remains responsible at all times for his or her belongings, such as luggage suitcases, briefcases, etc., and is respectfully reminded that he/she should ensure, when reaching his or her destination, that he has taken all his/her thing with him/her. Unfortunately we cannot be held responsible for the loss, including damage or destruction, of any of the Customers' items that might have been forgotten in the Motor Car following arrival at the Customers' destination or after the expiry of the Contract Period in any case.

10.3 The driver of the Motor Car will take the most suitable route in order to arrive at the Customer's destination, in accordance with his sole opinion. If however the Customer decides to instruct the driver to take alternative routes, then we cannot be held responsible for any delays that might occur as a result of taking that alternative route.

10.4 Our vehicles are serviced and maintained to the highest levels, however in the unfortunate event of a breakdown, we cannot be held responsible for any subsequent delay or any loss howsoever arising.

10.5 The Customer is reminded that a booking is made only when the full hire charge has been paid to us. and in the cases of cheques, when such cheques have been cleared.

10.6 Nothing in these terms and conditions aims to affect your statutory rights.