

SOUTH EAST CARS CUSTOMER BOOKING TERMS AND CONDITONS

1. Definitions

“Us”, “South East Cars” means South East Cars Ltd registered in England company number 05154271 with registered offices at 279 Rye Lane, Peckham, London, SE15 4UA. TFL Licensed operator #3816

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

2. Booking

2.1 You must allow plenty of time when booking your private hire car to allow for the check-in times required by your airline / ferry / train and for any delays caused by traffic conditions. South East 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 agreed time.

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

2.3 Unfortunately we do not have transport suitable for wheelchair users

2.3 If you require a booking with less than 12 hours’ notice then You should call Us on +44 (0) 20 7732 0033

3. Prices & Payment

3.1 South East Cars will message you a quotation based on the information supplied by you. South East 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 [60] minute waiting period after the advertised landing time and the cost of car parking and any airport barrier charges or congestion charges as applicable. South East Cars will charge for waiting at its standard rates after the initial 60 minute period has expired. South East Cars 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 via email/message. Please check your booking confirmation carefully and inform South East Cars of any errors immediately. South East Cars shall not be responsible for any delays caused or costs arising from by your failure to provide Us with correct information.

3.4 Payment can be made by credit card, debit card or cash and is required in full for your journey.

4. The Service

4.1 You shall be responsible for the behaviour of all the passengers in the vehicle during the journey. You will be charged £100 GBP 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 travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats should 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 South East Cars will not carry more passengers than its insurance or licensing allows.

5. Cancellations

If you need to cancel your booking, please contact South East 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 one hour before flight arrival, journeys within the surrounding area of Peckham are normally dispatched up to fifteen minutes before their due time.

6. Liability

6.1 South East 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 South East 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. South East Cars will not transport hazardous materials or bulky oversized items which cannot fit into the car securely

6.3 South East 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 South East Cars will endeavour to arrange an alternative car to complete the journey as soon as practicable.

6.4 You shall indemnify South East 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 wilful default or fraudulent misrepresentation, or otherwise in any manner unenforceable by any applicable law.

7. Termination

South East 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 South East Cars may subcontract a journey under this Agreement if it cannot fulfil the booking. South East Cars will remain responsible for the fulfilment of your journey and shall not assign, transfer or delegate any of your rights or obligations under this Agreement to a third party.

8.2 South East 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 South East Cars shall store, process, and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998 and our Privacy policy.

8.4 This Agreement and any accompanying quotation represents the entire agreement between you and South East 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 South East 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 travelling in a baby/child seat or booster. For Health and Safety reasons South East 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.

These terms and conditions were last reviewed 1st November 2022