

Gin and Tonic Terms and Condition Issue 5

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1. Interpretation

1.1 **Contract:** the contract for the sale and purchase of the Services in to which these conditions are incorporated.

Client: the person, firm or company who purchases the Services from Gin and Tonic.

Commencement Time: the time specified in the Contract when the Services are to be provided.

Passenger(s): the person(s) stated in the Contract as the user of the Services or who enters the Vehicle with the consent of another Passenger or the Client.

Services: the chauffeur-driven vehicle services to be provided by Gin and Tonic to the Client in accordance with the Contract.

Supplier: Gin and Tonic, Russell Road, Newbury, Berkshire

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Vehicle: the vehicle means the vehicle stated in the Contract or any such replacement vehicle as the case may be.

2. Application of Conditions

2.1 These Conditions shall apply to and be incorporated into the Contract; and shall prevail over any inconsistent terms or conditions contained, or referred to, in any other Document supplied by the Client, any verbal statement or any term implied by trade custom, practice or course of dealing.

3. Performance of the Services

3.1 Gin and Tonic reserves the right to refuse travel to anyone that it deems (in its absolute discretion) to be a nuisance or danger to any individual employed or engaged by Gin and Tonic or to fellow Passengers. No compensation or refund shall be offered to anyone requested to leave the Vehicle under such circumstances.

3.2 Unless Gin and Tonic has agreed a particular route with the Client, the chauffeur may use any route to the Destination that in his opinion is the best and most convenient route.

3.3 The consumption of alcohol by Passengers within the confines of the Vehicle is only permitted if the prior authorisation of Gin and Tonic or the chauffeur has been obtained.

3.4 The use of drugs of any description by Passengers is not permitted within the confines of the Vehicle.

3.5 Passengers are not permitted to smoke in the Vehicle.

3.6 Passengers must wear a seat belt in the Vehicle at all times, this is the Passenger's responsibility at all times.

3.7 Gin and Tonic will transport a reasonable quantity of luggage per Passenger. If, however, the chauffeur deems the weight or volume of luggage to be excessive, then he shall be entitled to refuse to transport all or any part of the luggage. Pets and other animals are not permitted in the Vehicle, unless prior authorisation has been sought.

3.8 All property and luggage of the Client and/or a Passenger remains at all times the responsibility of the Client and/or the Passenger. Gin and Tonic accepts no responsibility or liability for any loss or damage, no matter how caused to the Client's and/or Passenger's property or luggage.

3.9 The Client will be held expressly responsible for the behaviour of all Passengers and for informing them of them of these Conditions. The Client will indemnify Gin and Tonic on demand for any losses, costs or expenses, including but not limited to damage to the Vehicle or any other property of Gin and Tonic caused by any Passenger.

3.10 If Gin and Tonic's performance of its obligations under the Contract is prevented or delayed by any act or omission of a Passenger or the Client, its agents, subcontractors, consultants or employees, the Client shall indemnify Gin and Tonic against any costs, charges or losses sustained or incurred by Gin and Tonic arising directly or indirectly from such prevention or delay.

3.11 The Client agrees to indemnify Gin and Tonic against any loss suffered by Gin and Tonic arising out of a breach of the Contract and/or these Conditions by the Client and/or a Passenger.

3.12 Although Gin and Tonic will endeavour to comply with the Client's preferences, no guarantee can be given as to the availability of any particular vehicle or any particular chauffeur and Gin and Tonic reserves the right to substitute the Vehicle with a vehicle of comparable quality.

3.13 In performing the Services, Gin and Tonic may sub-contract external chauffeurs and vehicles.

4. Charges

4.1 The Price for each booking will be calculated and charged in accordance with the Contract.

4.2 Any variations to the Price must be agreed in writing by Gin and Tonic.

4.3 In the event that a specific Price has not been agreed in the Contract then the Price for the Services shall be calculated as follows:-

4.3.1 £45.00 per hour (to include up to a maximum of 20 miles).

4.3.2 any mileage in excess of 20 miles (not included in 4.3.1 above) will be charged at a rate of £2.00 per mile.

4.4 Gin and Tonic reserves the right to charge an increase in the Price ("**Additional Charges**") to cover, without limitation, any variations to the journey, time (including waiting time), or distance beyond those specified in the Contract, up to £100 soiling charge, together with such other costs as are reasonably incurred by Gin and Tonic and its representatives in performing the Services as varied or that arise out of the inaccuracy of any information or directions supplied by the Client or any Passenger.

4.5 The Additional Charges (if any) will be calculated at the rate set out in clause 4.3.1 and 4.3.2.

4.6 All sums payable to Gin and Tonic under the Contract shall become due immediately on its termination, despite any other provision. This condition 4.6 is without prejudice to any right to claim for interest under the law, or any other right under the Contract.

5 Payment Terms

5.1 Gin and Tonic shall raise an invoice to the Client for the Price immediately following the entering into of the Contract.

5.2 The Price shall be paid by the Client (together with any applicable Value Added Tax) as follows:

5.2.1 25% of the amount of the invoice raised pursuant to clause 5.1 above shall be payable immediately on signing of the Contract (the "**Deposit**"); and

5.2.2 the balance in full within 14 days before the Commencement Time or immediately if there is less than 14 days between the entering into of the Contract and the Commencement Time.

5.3 Any Additional Charges shall be paid within 28 days of Gin and Tonic raising an invoice therefore.

5.4 Subject to approval by Gin and Tonic, the Client may be entitled to open an account with Gin and Tonic, upon such terms and with such credit terms as by Gin and Tonic shall in its absolute discretion shall agree. In this circumstance the invoice raised pursuant to 5.1 shall be payable within 28 days.

5.5 The Deposit is non-refundable.

5.6 If payment is not made on the due date, Gin and Tonic shall be entitled, without limiting any other rights it may have, to:

5.6.1 cancel the Contract; or

5.6.2 suspend the Services; and

5.6.3 charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% from the due date until the outstanding amount is paid in full.

6 Cancellations

6.1 Any notice cancelling the Contract by the Client must be given in writing.

6.2 If the Client cancels the Contract;

6.2.1 less than 3 days before the Commencement Time then the full amount of the Price shall be payable;

6.2.2 between 3 and 14 days before the Commencement Time then 50% of the Price shall be payable; and

6.2.3 if more than 14 days prior to the Commencement Time then 25% of the Price shall be payable.

6.3 Where a Passenger has failed to arrive at the Pick Up Point as specified in the Contract within 30 minutes of the Commencement Time, the Client will be liable to pay the full Price plus any Additional Charges.

6.4 In the event the Client has paid the Deposit, Gin and Tonic shall be entitled to set off the Deposit against any sums payable to Gin and Tonic pursuant to clauses 6.2 above.

7 Confidentiality

7.1 Gin and Tonic shall take all reasonable steps to ensure that any information of a personal or confidential nature disclosed to it or its employees, agents, consultants or subcontractors by the Client or a Passenger is kept confidential at all times.

8 Limitation of liability - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 Gin and Tonic warrants to the Client that the Services will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Except in respect of death or personal injury caused by Gin and Tonic's negligence, or as expressly provided in these Conditions, Gin and Tonic shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Gin and Tonic, its employees, subcontractors, agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of Gin and Tonic under or in connection with the Contract shall not exceed the amount of the Price.

8.4 Gin and Tonic shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond Gin and Tonic's reasonable control.

8.5 Gin and Tonic shall use its reasonable endeavours to meet any time stated in the Contract for performance of the Services but shall otherwise not be liable for any delay howsoever caused.

9 Termination

9.1 Without prejudice to any other rights or remedies which the parties may have, Gin and Tonic may terminate the Contract without liability to the Client immediately on giving notice to the Client if;

9.1.1 the Client fails to pay the Deposit within 7 days of its due date or fails to pay the balance of the Price no less than 14 days before the Commencement Time;

9.1.2 the Client commits a breach of any of the terms of the Contract;

9.1.3 if the Client goes into liquidation, becomes bankrupt, has a receiver appointed or enters administration.

9.2 In the event Gin and Tonic terminates the Contract pursuant to Condition 9.1 above Gin and Tonic shall be entitled, without limiting any other remedy available to Gin and Tonic whether under these Conditions or otherwise, to retain any Deposit paid by the Client.

10 Variation

10.1 Gin and Tonic may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements or due to the availability of certain vehicles and/or chauffeurs, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

10.2 Subject to condition 10.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

11 General

11.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.2 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

11.3 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract.

11.4 The Client shall not, without the prior written consent of Gin and Tonic, assign, transfer, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

11.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

END OF TERMS AND CONDITIONS