

Atifa Limited

Terms and Conditions of Service

Company information:

Atifa Limited is a company providing private hire transportation services that is registered in England under company number 13177713 and whose registered address is at 1A Pollards Hill West, Norbury, London, SW16 4NU, United Kingdom.

By using our services, you accept and agree to Atifa Limited terms and conditions.

These terms and conditions apply to the contract between you (the Customer) and Atifa Limited (the Principal) when fulfilling its obligation to provide private hire transportation services to you. Atifa Limited accepts passengers, luggage and personal items for carriage only upon the Conditions set out below.

You can contact us by emailing bookings@tripleaaachauffeurs.co.uk and by phone on 020 33769919. This email address can be used for all general enquiries, including cancellations, complaints, lost property, feedback, payment queries.

If we need to contact you, we will do so by the email and/ or telephone number you have provided to us.

In accordance with TFL, as the licensing authority, **Atifa Ltd** operates lawfully under the Private Hire Vehicles (London) Act 1998 and Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000. As such, all bookings, however they are taken will be accepted as principal and a contractual obligation with the passenger will be made to provide the journey which is the subject of the agreed private hire booking.

Definitions

"The Principal" means **Atifa Ltd** (hereinafter called "the Principal").

"Customer" means the person(s), or company who contracts directly with the Principal for the services of the Principal.

"Conditions" means the conditions of providing private hire transportation services, which shall apply to the contract between the Customer and the Principal. Conditions are set out including any alteration, variation or amendment subsequently advised to the Customer by the Principal.

"Contract" means a contract, which includes journey details, with an accurate estimate provided for the provision of services between the Customer and the Principal, whether booked as an account or non-account. The contract applies to all bookings between the Customer and the Principal.

"Driver" means any person who is licensed by Transport for London of a Passenger Vehicle to carry out private hire bookings in accordance with the Private Hire Vehicles (London) Act 1998.

"Passenger(s)" means the Customer and/or such persons who the Customer shall authorise and/or permit to use the services by travelling in a passenger vehicle. By agreeing to or using the services, each passenger is bound by these Terms.

"Passenger Vehicle" means any London licensed vehicle that is used for the transportation of passengers.

"Booking" means a booking for a Driver or Chauffeur to provide transportation services. All bookings must be made in advance by telephone or email with the Principal. All bookings will be confirmed by email. Once a booking is confirmed (after payment has been authorised) it is subject to the cancellation fees.

A Booking constitutes an offer by you to purchase private hire transportation services in accordance with these Terms. A Booking will only be considered as accepted by us when we send written confirmation of the Booking via email. At this point and on which date and time a contract for those services to which the Booking relates shall come into existence. The Customer, in each case, is deemed to have accepted the Terms when making use of the services.

Each Booking constitutes a Contract between Atifa Limited (as principal), the Customer and you (if the person making the Booking is different from the Passenger).

“Charges” means the charges for the booking excluding additional charges, paid to the Principal, which was either agreed or for which an accurate estimate was provided in advance of the booking carried out.

“Cancellation Fee” means a fee charged by the Principal for the cancellation of the Service by the Customer prior to the booked collection time.

“Cancellation on Arrival Fee” means a fee charged where a Customer or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Principal.

“Luggage & Personal Items” means suitcases and bags used by a Passenger to hold their personal possessions during the Service and including all other items (such as handbags, mobile phones, personal electronic devices, sunglasses, cameras and keys) brought by a Customer or Passenger into the Vehicle but not contained within a suitcase or bag.

“Service” means the transportation of passengers requested by the Customer.

“As Directed Booking” means a Customer Booking that is within the London Postal Area and is restricted to a driving distance of 40 miles in any 4-hour period of hire; and has a minimum of 3 stops in the period of hire, where one or more Passenger(s) directs the Driver for the period of hire.

“Waiting Time” means charges that are payable when waiting has been incurred before or during a passenger journey that has been communicated to you at the time of booking.

“Central London” means the London Postcodes that are within the London Congestion Zone: EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1 and WC2

1. Purchase of Services

By making a booking enquiry by phone, or via email, the Customer agrees that they are legally capable of entering into binding contracts and are 18 years old or over. The Customer confirms that all personal information provided in order to receive the Services is true, accurate and up-to-date.

To obtain a quote or make a booking, you are required to provide us with the number of adults, ages of children, collection and destination address and postcode, your contact details: full name (Title, first name and surname), contact mobile number, email address and payment method. (It would also be helpful to inform us of any special requirements.) Failing to comply with these requirements means we will not be able to provide you with a quote or booking.

The Principal may at its discretion, without liability and without giving reasons refuse to accept any booking.

The Customer shall not use a Passenger Vehicle for any unlawful or illegal purpose and to comply with all applicable law.

All prices quoted are in GBP excluding VAT, with hiring starting at the collection point (A) (Full address and postcode must be provided) and finishing at the drop-off point (B) (Full address and postcode must be provided).

2. Carriage of Passengers and Luggage

2.1 The Customer shall be liable in respect of all charges relating to the booking.

2.2 The journey commences when the Passenger(s) board the vehicle and ends when they leave the vehicle on arrival at the end destination.

2.3 The Customer must not attempt to load any vehicle beyond the number of passengers that it is legally permitted to carry. The driver will refuse to commence the journey in such circumstances and the booking will be cancelled.

2.4 The Passenger shall be responsible for their luggage and personal items at all times and shall ensure that they are loaded into the vehicle before the beginning of the service and unloaded from the vehicle on completion of the service. The Principal will accept no responsibility for any loss or damage to luggage and personal items or consequential losses arising as a result of luggage and personal items that are not loaded or unloaded from the Passenger vehicle.

The only obligation of the Principal in relation to any Luggage & Personal Items or other items left behind by Passenger(s) in the Vehicle upon completion of the Service shall be to report the items found, inform the Customer that Luggage & Personal Items or other items have been found, and when and where they can be collected. The Principal keeps a written record of Lost Property and items, which will be stored for a period of 3 months and thereafter Principal shall be entitled to dispose of such property as they see fit.

2.5 The Customer shall be responsible for the conduct and behaviour of the Passenger(s) and shall pay for any loss or damage caused by the Passenger(s) to the vehicle or any other property. This is including but not limited to cleaning costs following any spillage or soiling of the vehicle including (body fluids e.g. urine, blood or vomit) in the interior of the vehicle. We may charge for reasonable repairs. We will charge £80 cleaning charges to de-contaminate the vehicle plus £90 loss of earnings for the Driver due to the Passenger Vehicle being out of use for cleaning.

2.6 The Driver is responsible for the safety of the vehicle and passengers. The Driver has the right to refuse carriage to any Passenger that he reasonably believes to be in an unfit condition to travel, is in our opinion thought to be under the influence of alcohol or drugs, intoxicated, threatening, abusive, dangerous or disorderly and whose behaviour poses a distraction or threat to the driver, other road users, the vehicle or other passengers.

2.7 Passengers are not permitted to smoke in any Passenger vehicle including the use of electronic cigaretes/vape sticks.

2.8 The Driver will only carry assistance dogs such as Guide Dogs and hearing dogs accompanying passengers with sight/hearing impairment which will have been informed when booking.

2.9 Passengers shall not consume alcohol or food in a Passenger vehicle and we reserve the right to terminate the journey at anytime. Passengers with medical conditions such as diabetes are permitted to eat.

2.10 All Passengers shall comply with all applicable legislation and regulations including the requirement to wear seat belts at all times. The Road Traffic Act 1988 states that vehicle drivers and passengers are obliged to wear seatbelts. An exception is if the Passenger can show a 'Certificate of Exemption from Compulsory Seat Belt Wearing' confirming it is inadvisable for them to wear a seatbelt on medical grounds.

2.11 We will not allow unaccompanied minors or teenagers under 18 years old to travel in a Passenger vehicle.

2.12 Missing Flights/Delay – It is the responsibility of the Customer to ensure that they have allowed sufficient time to reach the airport. The Principal will not be liable for any direct or consequential loss, delay or inconvenience caused to the Passenger(s) by the actual journey time.

3. Charges

Quotes are not fixed prices, but only an estimate and do not include any additional waiting time which will be confirmed after the journey is completed.

3.1 On providing your Collection Address, Destination Address and requesting a Vehicle, you will receive a quotation by phone or by email showing the amount of the Charges for the requested journey. Quotations are made subject to a suitable vehicle being available. Quotations are given in accordance with details provided by the Customer. Unless otherwise stated, admission charges, meals, accommodation, toll fees and parking charges for special events are not included in the price.

Prices for bookings do not allow for public and bank holidays e.g. Easter, Christmas Eve or Day, or New Year's Eve or Day where 25% additional charges will apply. All other bank holidays will be subject to a 15% surcharge.

All bookings scheduled into, or driving through the C Charge Zone during operating hours will incur a £5.00 flat fee. This will be included in the price quoted for the booking.

3.2 Where hours are agreed with the Principal for the long distance transfer of passengers, these must be strictly observed to comply with the current regulations governing drivers' hours and rest periods. "A break or breaks totalling at least 45 minutes after no more than 4 hours 30 minutes driving" applies.

The Principal reserves the right to curtail or otherwise alter any hire that does not comply with the relevant regulations. Seat belts/legal requirements/driver's hours. The Customer and its Passenger(s) shall not require the driver of the Vehicle to break any provisions of the Road Traffic Acts, or the rules contained in the Transport Act 1968, as amended; the AETR Agreement; or the EU Regulations (EC Reg. 561/2006, as amended) relating to driver's maximum daily hours and rest periods.

3.3 In the event that the Customer or any Passenger requires the driver, at the beginning of or during the course of the quoted journey to make any additional or alternative pick-up(s), stops, collections of Passenger(s) or to drop off Passengers at any locations other than specified in the Quoted journey or to take any variation from the Quoted journey or follow a route other than the Driver's chosen route, additional charges will be made. Any Passenger wishing to amend the Quoted journey must first contact the Principal using the office number to gain consent. The passenger can then provide addresses or clear instructions to the Driver. We may obtain consent from the Customer for such amendment prior to agreeing the amended instructions. An amended booking confirmation will be emailed to the Customer.

3.4 Waiting Time General – Passenger(s) and any luggage or personal items shall be ready for collection at the time stipulated at the point of booking. The Principal will allow a grace period of 15 minutes for loading or waiting. If Passengers have not boarded during this time, the Principal has the right to charge for the total loading/waiting time at 50p per minute.

3.5 Waiting time – Airports, International Train Terminals, Seaports – The Principal will allow 60 minutes of complimentary waiting time for quoted journeys from an international flight into a UK airport. All other journeys include 15 minutes of complimentary waiting time. Thereafter the Principal reserves the right to charge the Customer for the total waiting time. The Principal reserves the right to terminate the Contract after the 60 and 15 minute grace period if no contact has been made and charge a termination fee and waiting time.

3.6 An additional charge of £10 will apply when more than one child seat is requested. If you wish to use your own child seat you will be responsible for installing it safely and removing it at your destination. Care must also be taken to not damage the vehicle interior with your child's seat. Otherwise, you will be charged to compensate for this.

3.7 All parking fees, airport or otherwise, tolls, zone fees will be recharged to the Customer.

4. Payments and Deposits

All charges are payable in advance by direct bank transfer (preferred) Square payment or cash to the driver in exceptional circumstances, on behalf of the Principal.

We do not accept card payments over the phone or store any card details. A card reader is available in the Passenger Vehicle if required to make payment before the journey starts.

On your bank statement you will be charged to Atifa Ltd.

5. Cancellation and Refunds

All bookings, cancellations or amendments must be made telephone and confirmed by email and acknowledged by the Principal by return email. Otherwise, we reserve the right to charge the customer for the full amount. This also applies to bookings that are made within 24 hours of the collection time.

If the cancellation is made within the time limits and acknowledged by our office team we will refund any charge to the payment used to make the booking, under the terms set below.

If the Customer cancels their Contract with the Principal, then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance where:

If the booking is for a passenger car, and that car has already been dispatched for the collection of the Passenger, then there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for that booking.

Where notice of cancellation is provided by the Customer to the Principal less than 24 hours before the collection time the Cancellation Fee will be equal to the full amount quoted for the booking.

If the customer fails to show up at the designated location and time for which a reservation has been made and a confirmation was sent out, all monies paid will be non-refundable.

If no contact has been made with the Passenger after 15 minutes of the booked pick up time, the Principal reserves the right to terminate the booking and may charge a cancellation fee and waiting time.

The Customer may cancel a booking without charge in the following circumstances:

Where notice of cancellation is greater than 24 hours there will be no Cancellation Fee.

Rates are subject to change at any time with prior written notice to you by the Principal, due to a number of factors beyond our control e.g. increase in fuel prices and other related costs. The customer can cancel the booking if this unacceptable and a refund will be given.

The Driver takes more than 15 minutes longer to arrive at the Collection Address than originally quoted.

You made a Pre-Booked Booking and you have not received an email confirmation or SMS advising you that your Driver is on the way/details of your Driver such as the Vehicle licence plate number and the Driver's photo and contact details prior to the scheduled pick up time.

6. Business Account Services Only

Unless agreed otherwise, invoices are issued monthly to the address and relevant person indicated on the account application form.

We shall invoice the customer each month in respect of the Account Services carried out for the Customer.

Invoices will be produced electronically and sent by email to the company accounts department.

Payment terms are 30 days from the date of invoice. Any variations to these terms are to be agreed in writing.

Payment shall be made by bank transfer (BACS) to the business bank account we notified to the customer.

7. Complaints

In the event of any complaint about the services provided, the Customer should report complaints by phone as soon as possible to the Principal who will record them and seek to resolve them or via Email within 7 days of the journey. Complaints are taken very seriously and The Company will acknowledge all complaints within 7 days and after investigation will reply fully within 14 days.

8. Governing Law and Jurisdiction

These Conditions and all contracts with Customers shall be governed by and construed in accordance with the Laws in England and any proceedings shall be subject to the exclusive jurisdiction of the English Courts.