

Terms and Conditions

1. DEFINITIONS

When the terms 'The Company', 'we', 'our', 'us' and 'carrier' are used in this document it refers to RED & WHITE Cars, its employees, agents, subsidiaries and contractors. When 'you', 'your' and 'The Customer' are used it refers to the account holder, employees and agents. When the term 'bookings', 'contract', 'consignment', 'job' or 'shipment' are used it refers to any contract of carriage placed by you and accepted by us for any service we are currently offering, including but not limited to passengers, couriers, overnights and internationals.

2. TERMS OF AGREEMENT

When you give us your bookings you agree to all the terms in this non-negotiable document, and in our current tariffs, service guides and in any specific service's terms and conditions, all of which are available on request. If at any time there is a conflict between these terms and conditions and our current tariff, the latter shall take precedence. The terms and conditions of our tariffs, service guides, and specific services are made part of this agreement, and no one is authorised to alter or modify those terms.

3. CARRIER IS NOT A COMMON CARRIER

The Company is not a common carrier and will only accept goods for carriage under the terms and conditions in this document.

4. THIRD PARTIES AND SUBCONTRACTING

The Company may employ and engage the services of any carrier for the purposes of fulfilling the contract, and any such other carrier shall have the like power to sub-contract under these terms and conditions.

5. TERMS OF CREDIT

All accounts are issued and maintained in strict accordance with the company's terms of credit, which are as follows:

- a) Accounts are due when rendered and payment is required within 30 days of the invoice.
- b) An understanding that the minimum annual payments to the company in respect of carriage charges for all services will amount to a minimum of £300.00 per annum, and should that sum not be achieved the account facilities may at the company's discretion be immediately reviewed.
- c) The account facilities are granted for an initial period of three months, and will continue thereafter subject to the terms and conditions being met in full, a satisfactory payment pattern and any response from referees as required.
- d) All invoices issued by the company are deemed correct unless queried within 30 days of the date of the invoice.
- e) The customer shall not be entitled to defer or withhold, the payment of any monies due or liabilities incurred to the company, by reason of having any claim or counterclaim, or any alleged claim or counterclaim, and the customer shall not under any circumstances be entitled to any rights of set-off in relation thereto. Weekly accounts are available subject to status.

6. LIABILITY OF THE COMPANY

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7. LIMITATION OF LIABILITY

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8. TIME LIMIT FOR CLAIMS

The company shall not be liable for any loss, damage or other liability of whatsoever nature unless

- a) The customer notifies the company in writing of an impending claim within seven days after commencement of transit and
- b) The company receives a detailed written claim, including any relevant documentation requested by the company within fourteen days of the commencement of transit.

9. SEVERANCE

If at any time one or more of the provisions of these terms and conditions shall become or be declared invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in anyway be affected or impaired thereby.

10. GOVERNING LAW

These conditions and each and every contract made pursuant thereto shall be governed by and construed in accordance with English law and the customer hereby submits to the non-exclusive jurisdiction of the English Courts.

11. TERMS AND CONDITIONS SPECIFIC TO PASSENGER SERVICES

All passenger bookings are undertaken by the company in accordance with all the conditions in this agreement and with the following additions,

- a) In the case of any damage sustained to the company's property or vehicle's by you however caused, the customer will be liable for all costs pertaining to the matter, including but not limited to, damage repair, vehicle cleaning, reasonable compensation of the company's loss of earnings, and any other liabilities incurred by us in relation to the incident, all charges will be billed to the account.
- b) The company shall not be liable for any property left by any customer in a vehicle provided by the company. Any such discovered items will be held at the company office.
- c) Any property handed in to the company offices will be held for a period of one month, and the company shall make every reasonable effort to find the owner during this time. After one month the goods will be disposed of at the company's discretion.
- d) Any property being returned to you by a company vehicle will be chargeable, no charge will be made for any item collected from the company.
- e) The customer remains responsible for any damage or loss to their baggage or possessions at all times. Red & White Cars will not be liable for any loss or damage to goods or possessions while being carried, loaded, unloaded or otherwise left in the custody of any RED & WHITE Car driver or courier for any reason.
- f) No verbal representation by any RED & WHITE Cars driver, courier, telephonist or agent shall be taken to supercede or vary any condition or meaning contained within this agreement.

12. TERMS AND CONDITIONS SPECIFIC TO ALL GOODS SERVICES.

All goods bookings including but not limited to courier, overnight and international are undertaken by the company in accordance with all the other conditions in this agreement and with the following additions.

- a) Hazardous, Illegal or Dangerous goods, as classified by either English or International law, will not be carried, and the customer not the company shall be liable for any consequences or actions of any kind, resulting from the carriage or attempted carriage of any such items.
- b) The company shall not be liable for any loss, damage or other liability of any kind whatsoever, other than stated in section 7, resulting from goods deliveries arriving late for whatever reason, including but not limited to all the conditions in section 6 and in addition, mechanical breakdown, excessive traffic congestion, adverse weather conditions , customers delays, and any other delays out of the company's control.
- c) Unless otherwise agreed in writing the method and route of transit shall be at the absolute and sole discretion of the company.

13. TERMS AND CONDITIONS SPECIFIC TO ALL OVERNIGHT SERVICES.

All overnight services offered by the company, are undertaken in accordance with all other conditions in this agreement and the following additions,

- a) If the customer has paid a surcharge for a timed or Saturday delivery, and if the delivery is later than 15 minutes past the delivery time, the surcharge will be downgraded to the next bracket, this will continue up to a total of five hours late, at which point the delivery will not be charged.
- b) A shipment will be deemed lost, and claims procedures started if it arrives more than 30 hours past the original requested time.

14 BABY SEAT STORAGE SERVICE

Baby seats that are stored with us using our "baby seat service" are stored in a secure, air conditioned, environment. While we will make our best efforts to ensure that any baby seats stored with us are returned to you in the same condition in which they were received, we cannot accept any liability for any damage to baby seats stored with us. If you have any particular requirements that the baby seat be kept totally free from traffic fumes, cigarette smoke or other allergens during transit and storage, you must provide us with a sealable, airtight container in which the baby seat can be transported and stored. You must notify us, when making your return booking, that we have a baby seat stored for use on that booking.

16 BOOKING SECURITY

RED & WHITE Cars will provide for password protection of bookings made by telephone. We will not accept any telephone booking made for a password protected account unless the password is given. Your account password should not be given to any third party as you will be held liable for payment for any bookings made where the account password is given. We will not accept liability for bookings made on accounts where password protection has been declined. You will be liable for the costs of any booking made on your account if you have chosen not to use the password protection that we offer. For security reasons, you can change your account password at any time by sending an email on your company headed notepaper from your office email to RED & WHITE Cars.