

## **TERMS AND CONDITIONS FOR PASSENGER SERVICES**

QX Cars Ltd. trading as QX Car Service (hereinafter referred to as “the Carrier”) accepts passengers, luggage and personal items for carriage only upon the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

These Conditions of Carriage were last reviewed and revised on the 1<sup>st</sup> April 2017. You can download these conditions as a PDF document [here](#).

### **Section 1: Definitions**

“Customer” means the person or company who contracts with the Carrier for the services of the Carrier

“Cancellation Fee” means a fee charged by the Carrier 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 Consignment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier

“Conditions” means the conditions of carriage set out in this document including any alteration, variation or amendment subsequently advised to the Customer by the Carrier

“Contract” means the contract of carriage between the Customer and Carrier on these Conditions, and applies to all bookings between the Customer and the Carrier

“Price List” means the list maintained by the Carrier of its charges for the Service and any ancillary charges quoted to the Customer or as published on the Carrier’s website prior to or at the time of the booking

“Luggage & Personal Items” means suitcases, trunks, bags or other similar items 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 Passenger into the Vehicle but not otherwise contained within a suitcase, trunk or bag

“Passenger” means a person (including the Customer where applicable) who the Carrier agrees to transport from one place to another

“Service” means the carriage of passengers requested by the Customer

“User” means any Passenger or Customer who uses the Carrier’s in car WiFi Service

“Privacy Policy” means the Carrier’s Privacy Policy. You should refer to this by clicking [here](#)

### **Section 2: Carriage of Passengers and Luggage**

1. Customer contracts as agent on behalf of any and all Passengers

The Customer contracts for itself and as agent on behalf of any and all Passengers.

2. Right of Driver to refuse carriage

The driver is responsible for the safety of the Vehicle and its occupants. Any Passenger whose conduct the driver reasonably believes to be drunken and disorderly, threatening, abusive, dangerous or in breach of any statutory regulation may be removed from a Vehicle or prevented from boarding.

The Customer will be responsible for the conduct of any Passenger and shall

indemnify the Carrier for any damage or injury caused to the Vehicle driver or any third party’s property by the Customer or any Passenger.

3. Loss of Passengers’ Luggage

The Passenger(s) shall remain responsible at all times for their Luggage & Personal Items and shall ensure that all their Luggage & Personal Items are loaded into the Vehicle prior to commencement of the Service, and unloaded from the Vehicle upon completion of the Service. The Carrier accepts no responsibility for any loss of / damage to Luggage & Personal Items or consequential losses arising as a result of

Luggage & Personal Items which are not loaded to or unloaded from the Vehicle.

#### 4. Passengers taken ill

The Customer will be responsible for the conduct of the Passenger(s) and shall pay for any loss and/or damage caused by the Passenger(s) to the Vehicle or any other property, including but not limited to cleaning costs following any spillage or soiling of the Vehicle and any loss of earnings suffered by the Carrier or any sub-contractor or employee of the Carrier due to the Vehicle being out of use during such cleaning

#### 5. Waiting time – General

The Passenger(s) and any Luggage or Personal Items shall be ready for collection at the time stipulated by the Customer when the booking is made. However, the Carrier will allow 10 minutes for waiting or loading, when picking up Passenger(s). In the event that all booked Passengers have not boarded the vehicle within 10 minutes the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 10 minutes) in accordance with the Price List. In any event the Carrier reserves the right to terminate the Contract at any time after the first 10 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

#### 6. Waiting time – Collections from Airports, Seaports and International Train Terminals

In relation to collections of Passenger(s) from Airports, Seaports or International Train terminals the Carrier will allow 20 minutes (starting from the last estimated arrival or disembarkation time known to the Carrier for the relevant aircraft train or ship) for waiting and loading. Thereafter the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 30 minutes) in accordance with the Price List. In any event the Carrier reserves the right to terminate the Contract at any time after the first 30 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

#### 7. Left Luggage

The only obligation of the Carrier 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 inform the Customer that such Luggage & Personal Items or other items have been found, and when and where they can be collected from the Carrier.

#### 8. Animals

The Carrier will not carry any animals save for Guide Dogs accompanying registered blind Passengers.

#### 9. 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.

The Passenger(s) shall comply with all applicable legislation and regulations

including the requirement to wear seat-belts.

#### 10. Minors

The Carrier will not carry any unaccompanied children under 14 years of age.

#### 11. Route taken

Unless otherwise instructed by the Passenger before the commencement of the Service, routes travelled will (in accordance with road, traffic and weather conditions) be at the driver's discretion.

#### 12. Missing flights/Delay

It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of the Service. The Carrier gives any advice on journey times in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for any direct or consequential loss, delay or inconvenience caused to the Passenger(s) by the actual journey time (including but not limited to flight and hotel costs).

### **Section 3: General Conditions**

#### 1. Commencement and end of Service – Carrier's Period of Responsibility

The Service shall commence upon the arrival of the Vehicle for collection of the Passenger(s) at the place of collection designated by the Customer.

The Service shall terminate upon delivery of the Passengers at the agreed place of delivery.

#### 2. Right to sub-contract the Service

The Carrier may engage any agent or sub-contractor to perform the Service and shall provide the name of such agent or sub-contractor to the Customer upon request

#### 3. Carrier's charges

The Carrier's charges shall be based upon the Price List, with VAT to be added if required by law. If The Customer is paying via an approved account facility, The Carrier's charges are to be paid in full within 30 days from the date of the Carrier's invoice, without any deduction or set off against any alleged claim against the Carrier.

If The Customer is paying by credit card & said credit card is declined, The Carrier's charges are to be paid in full within 30 days from the date of the Carrier's service, without any deduction or set off against any alleged claim against the Carrier.

Any query by a Customer in respect of the Carrier's charges must be made in writing within 7 days of the date of the Carrier's invoice.

If the Carrier's charges are not paid in full within 30 days from the invoice date or the service date in the case of credit card transactions, the Carrier shall thereafter be entitled to charge interest on all outstanding amounts at an annual rate of 3% above the Bank of England base rate current at the date of the unpaid invoice. Where the Customer is a commercial entity, interest and penalties shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

#### 4. No variation of terms

These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

#### 5. Cancellations

If the customer cancels their Contract with the carrier then they may be liable to pay a

Cancellation Fee or a Cancellation on Arrival Fee in any instance where:

a. If the booking is for a passenger car, and the cancellation is within one hour of the scheduled reservation, the full fee will be applicable. If within three hours of the reservation the Company retains the right to charge 50% of the quoted charge. In the event of an as directed service if the 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 the tariff selected for that booking, which can be found on the Price List or requested from the Carrier.

b. If the booking is for a Coach, Minibus, or any other vehicle that seats more than eight passengers, then a Cancellation Fee is applicable according to the below schedule:

i. Where notice of cancellation is provided by the Customer to the Carrier less than 72 hours before the collection time the Cancellation Fee will be equal to the full amount quoted for the booking

ii. Where notice of cancellation is provided by the Customer to the Carrier less than 14 calendar days (but more than 72 hours) before the collection time the Cancellation Fee will be equal to 50% of the full amount quoted for the booking

iii. Where notice of cancellation is provided by the Customer to the Carrier less than 28 calendar days (but more than 14 calendar days)

before the collection time the Cancellation Fee will be equal to 25% of the full amount quoted for the booking

iv. Where notice of cancellation is greater than 28 calendar days there will be no Cancellation Fee.

2. General indemnity against any charges incurred by Carrier

a. The Customer shall indemnify the Carrier in respect of:

b. All consequences suffered by the Carrier (including but not limited to claims, costs, expenses, demands, proceedings, fines, penalties, damages, and loss of or damage to the carrying Vehicle and to other goods carried) arising as a result whether direct or indirect of any error, omission, misstatement or misrepresentation by the Customer or an employee or agent of either of them.

c. All claims and demands whatsoever in excess of the liability of the Carrier under these Terms and Conditions.

3. Equal Opportunity Employer

The Carrier is an Equal Opportunity Employer and has implemented a policy to promote equality in relation to disability, gender, race, age, religion or belief and sexual orientation. The Carrier will refuse to accept any booking which would contravene that policy.

6. Severance

If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

7. Claims

No claim shall be brought against any officer, employee or sub-contractor of QX Cars Limited

8. Law and jurisdiction

These Conditions and the Contract to which they apply shall be subject to English law, and any dispute between the Customer and the Carrier shall be subject to the

exclusive jurisdiction of the English Courts.

## **THE GDPR (GENERAL DATA PROTECTION REGULATION)**

The 'General Data Protection Regulation' (GDPR) is a piece of European data protection legislation designed to replace and strengthen the '1995 EU Data Protection Directive' as well as unify these standards across the European Union.

The regulation aims to give consumers greater control over their personal data. It does this by increasing fines for companies that do not take the security of their customers data seriously, up to £20 million or 4% of turnover, as well as increasing consumers rights to access the data companies hold on them.

The GDPR is set to become law on 25th May, 2018 and applies to any company who stores or processes the personal data of an EU citizen.

### **How this affects you?**

When you use our service, we store your personal data on our servers. Doing so allows us to operate our website, issue you documentation for your journey and ensure your travel runs smoothly. This classes us, QX Cars Ltd Ltd, as a 'data controller' and a 'data processor', you as a customer or passenger of QX Cars Ltd are a 'data subject', although you may also be acting as a 'data controller' especially if you are booking on behalf of someone else. As a data controller, you may need to take steps yourself in order to comply with GDPR requirements.

### **Your Responsibilities**

As a data controller, you should ensure you're compliant with the GDPR. We recommend you contact a legal professional to find out how the GDPR legislation will affect your organisation. The ICO recommends taking these 12 steps.

1. **Awareness:** You should make sure that decision makers and key people in your organisation are aware that the law is changing to the GDPR. They need to appreciate the impact this is likely to have.
2. **Information you hold:** You should document what personal data you hold, where it came from and who you share it with. You may need to organise an information audit.
3. **Communicating privacy information:** You should review your current privacy notices and put a plan in place for making any necessary changes in time for GDPR implementation.
4. **Individuals' rights:** You should check your procedures to ensure they cover all the rights individuals have, including how you would delete personal data or provide data electronically and in a commonly used format.
5. **Subject access requests:** You should update your procedures and plan how you will handle requests within the new timescales and provide any additional information.
6. **Lawful basis for processing personal data:** You should identify the lawful basis for your processing activity in the GDPR, document it and update your privacy notice to explain it.
7. **Consent:** You should review how you seek, record and manage consent and whether you need to make any changes. Refresh existing consents now if they don't meet the GDPR standard.

8. **Children:** You should start thinking now about whether you need to put systems in place to verify individuals' ages and to obtain parental or guardian consent for any data processing activity.
9. **Data breaches:** You should make sure you have the right procedures in place to detect, report and investigate a personal data breach.
10. **Data Protection by Design and Data Protection Impact Assessments:** You should familiarise yourself now with the ICO's code of practice on Privacy Impact Assessments as well as the latest guidance from the Article 29 Working Party, and work out how and when to implement them in your organisation.
11. **Data Protection Officers:** You should designate someone to take responsibility for data protection compliance and assess where this role will sit within your organisation's structure and governance arrangements. You should consider whether you are required to formally designate a Data Protection Officer.
12. **International:** If your organisation operates in more than one EU member state (ie you carry out cross-border processing), you should determine your lead data protection supervisory authority. Article 29 Working Party guidelines will help you do this.

#### **What We're Doing to be GDPR Compliant**

QX Cars Lts takes data security seriously. We take many steps to protect your data, these include:

- Enforcing 'HTTPS' connections to our web servers.
- Running regular security scans on our network.
- Regular scheduled scans of all PC's with heavy duty virus protection software.
- Keeping an inventory of all the personal data we store and ensuring we only collect data that is required to carry out the service.
- Maintaining a 'Data Flow Map' which lists where we store our data including any third parties that are involved.
- Regularly reviewing our Data Protection Policies and ensuring appropriate training is provided to employees.
- Training staff on the 'Data Breach Protocol' to ensure everyone knows what to do in the unlikely event of a data breach.

We have a handful of documents available for customers which should enhance your understanding of how we use your data.

- [Terms and Conditions](#)
- [Acceptable Use Policy](#)
- [Privacy Policy](#)
- [Cookies Policy](#)

The GDPR has expanded consumers right of access to their data, as well as the removal/deletion of records. There are however some legal limitations placed on us that could limit our ability to comply with your request. These include our licensing authority's requirement that we store 1 year of full journey records or our obligation as a limited company to store accounting (transaction) records for 6 years from the end of the last company financial year they relate to.

QX Cars Ltd is committed to being fully compliant with this regulation.

If you have any queries regarding the above please contact us at [book@qxcars.co.uk](mailto:book@qxcars.co.uk)

# QX Cars Statement of Privacy

At QX Cars, we are committed to protecting your privacy.

## Collecting your Personal Information

We will ask you when we need information that personally identifies you (personal information) or allows us to contact you. Generally, this information is requested when you are opening a Personal traveller profile, accessing an existing account to amend an existing booking or booking a journey. Personal information collected by QX Cars often is limited to e-mail.

For example: If you choose a service or transaction that requires payment, such as making a chauffeur car reservation on-line or via email, we will request personal information necessary for billing and fulfilment of the service, such as: name, address, contact information, ride details, telephone number and credit card number.

When you register a credit card personal traveller profile for the first time, we ask you to provide payment details together with personal details and travel preferences. When you do, we keep this registration information on file with any information you provide in future transactions. This is considered your personal profile.

## Use of your Personal Information

We use your personal information for the following purposes:

- To make booking reservations easier for you by not making you enter your personal information more than once. To deliver services that you request. To help us create and publish content most relevant to you.
- To notify you of any new services from QX Cars Ltd.

QX Cars Ltd may disclose your personal information only if required to do so by law.

## Control of your Personal Information

When you register, or otherwise give us personal information, QX Cars will not share that information with third parties without your permission. It will only be used for the purposes stated above.

QX Cars may send out periodic e-mails informing you of technical service issues related to a product or service you requested. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the service you have chosen.

## Security of your Personal Information

QX Cars strictly protects the security of your personal information. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Your personal

information is never shared outside the company without your permission. Inside the company, data is stored in password-controlled servers with limited access.