

**HALL'S WEDDING TAXI**  
**TERMS AND CONDITIONS ("Terms and Conditions")**

The Following Terms and Conditions apply to all bookings made by you ("**You or Your**") with Hall's Wedding Taxi, a sole trader business operated by Ian Hall, of 12 Kiln Close, Dibden Purlieu, Southampton SO45 5EU ("**Hall's Wedding Taxi**") for the wedding hire of the 1994 Fairway London Style Taxi ("**Taxi**").

**1 Contract**

- 1.1 A contract between You and Hall's Wedding Taxi will be created on these Terms and Conditions when:
- 1.1.1 You make a booking, whether over the telephone, or through Hall's Wedding Taxi's website or by submitting a completed booking form in the post and confirm your acceptance of these Terms and Conditions; and
  - 1.1.2 Halls Wedding Taxi receives a deposit of £100.00 in cleared funds in respect of your booking.
- 1.2 All bookings are provisional until the above requirements have been met.

**2 Payment**

- 2.1 Payment of a £100.00 deposit ("**Deposit**") must be paid when submitting a booking request form.
- 2.2 The cost to hire Hall's Wedding Taxi's will be agreed between You and Hall's Wedding Taxi's (the "**Hire Fee**").
- 2.3 The Hire Fee less the Deposit is the remaining balance ("**Remaining Balance**"). The Remaining Balance is payable at any point from the date of the booking, but must be paid by You, no later than 28 days before the date the Taxi has been hired for ("**Hire Date**").
- 2.4 Where You have failed to pay the Remaining Balance by the date falling 28 days before the Hire Date, Hall's Wedding Taxi has the right to cancel the contract.
- 2.5 The Hire Fee does not include the following additional charges ("**Additional Charges**"):
- 2.5.1 additional mileage (over 50 miles), this is calculated on a per mile basis at 45 per mile.
  - 2.5.2 additional time (over 3 hours), this is calculated at £35.00 per additional hour;
  - 2.5.3 parking charges incurred by Halls Wedding Taxi;
  - 2.5.4 fouling charge of a minimum of £50.00.
- 2.6 Where an Additional Charge is incurred, that Additional Charge must be paid in cash (only) and by no later than the end of the Hire Date. In addition, Halls Wedding Taxi reserves the right to charge for the cost of any damage caused by You to the Taxi.
- 2.7 Hall's Wedding Taxi reserves the right to charge interest on unpaid invoices at the base rate of HSBC plc plus 4% accruing on a daily basis and compounded on a six monthly basis from the due date until full settlement.
- 2.8 In addition to clause 2.7 You will be required to pay to Hall's Wedding Taxi any reasonable expenses (including those charged by debt collection agency) together with all legal and court costs incurred in the collection of any overdue invoice and the minimum charge in respect of this shall be £10.00.
- 2.9 You agree not to make any deduction or set off or counter claim against monies due to Hall's Wedding Taxi's under this contract.

### 3 Cancellation

- 3.1 If You wish to cancel the contract, You must do so in writing by email or a letter. If Hall's Wedding Taxi are not notified in writing of your intention to cancel, this will not be considered a valid cancellation of the contract, and You will be liable for the Remaining Balance in full. Your cancellation will become effective from the date Hall's Wedding Taxi receives the cancellation in writing. Upon cancelling the Contract. You will be liable for the following Cancellation Charges:

Notice of cancellation given	cancellation charge
Over 8 weeks from the Hire Date	100% of the Deposit
8 weeks or under from the Hire Date	100% of the Deposit and 40% of the Remaining Balance
28 days or less from the Hire Date up to the day of the booking	100% of the Deposit and 80% of the Remaining Balance
No Show by You at the agreed meeting place	100% of the Deposit and 100% of the Remaining Balance

- 3.2 If Hall's Wedding Taxi is able to secure a replacement booking on the same date, any cancellation charge will be refunded in full less an administration fee of £10.
- 3.3 Hall's Wedding Taxi have the right to cancel the contract. Where Hall's Wedding Taxi cancels the contract it shall return any Deposit or other amounts paid in respect of the booking. Hall's Wedding Taxi shall have no liability to You or your intended passenger(s) if Hall's Wedding Taxi's has used reasonable endeavours to fulfil the booking and to notify the client of the cancellation and provided that the cancellation is not due to Hall's Wedding Taxi's negligence.

### 4 Change of Date

If You wish to change the Hire Date, You must do so in writing by email or letter. Your request to change the Hire date will become effective from the day on which Hall's Wedding Taxi receives it. Your request to change the Hire Date is subject to availability and the discretion of Hall's Wedding Taxi. Hall's Wedding Taxi reserves the right to charge the cancellation charge at clause 3.1.

### 5 Exclusion of Liability

- 5.1 Hall's Wedding Taxi shall not be liable to You (except in respect of injury or death of any person caused by negligence in the jurisdiction of England and Wales) regardless of the form of action, whether in contract, (including negligence and breach of statutory duty), strict liability, or otherwise whatsoever:
- 5.1.1 for any damage, loss, costs, claims or expenses exceeding the Hire Fee; or
  - 5.1.2 for any indirect loss not notified to Hall's Wedding Taxi.
- 5.2 Any quoted pick up or journey times are estimates only and whilst Hall's Wedding Taxi uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time, Hall's wedding Taxi's shall have no liability if a pick up or journey time exceeds any estimation given or otherwise exceeds the customers or the passenger(s) expectations for whatever reason, nor shall Hall's Wedding Taxi have any other liability to the client or passenger(s) in connection with the time at which time passenger(s) reach the destination.

- 5.3 Hall's Wedding Taxi cannot be held responsible for the return of any property left in the vehicle and the hirer is responsible for arrangements for the safe return of their property.
- 5.4 Any luggage that the Taxi cannot accommodate is Your responsibility.
- 5.5 No liability can be accepted for clothing or any item being marked or dirtied in any way howsoever caused or by any means during the duration of the hire. The Taxi has door locks and hinges which have to be greased otherwise the doors could seize and fail to operate properly. Hall's Wedding Taxi cannot be held responsible for marks on clothing or any items due to the said item coming into contact with these mechanical parts.

## **6 Events outside the control of Hall's Wedding Taxi**

- 6.1 Hall's Wedding Taxi may terminate the contract if it is prevented, hindered or delayed from performing any of its obligations under the contract by events outside Hall's Wedding Taxi's control.
- 6.2 Hall's Wedding Taxi cannot be held responsible for financial loss, professional loss or emotional damage caused by missed connection times, (including but not limited to flights, trains, Taxi's, Buses or boats) which occur as a result of adverse weather, traffic conditions, road traffic accidents, road closures, mechanical failure, punctures, riots, acts of god, accidents, illness or any other event beyond Hall's Wedding Taxi's control. However, should delays occur or hired vehicles become permanently immobilised due to any of the aforesaid reasons or in circumstances beyond its control Hall's Wedding Taxi reserves the right to provide an alternative vehicle where possible.

## **7 Refusal of Entry**

Hall's Wedding Taxi's has the right to refuse the entry into the Taxi of any persons who:

- 7.1.1 are rude or abusive;
- 7.1.2 the driver considers may be a threat to him, the other passengers, or the safe operation of the Taxi;
- 7.1.3 bring foods or drinks into the Taxi; or
- 7.1.4 smoke whilst in the Taxi.

## **8 Conduct**

- 8.1 Smoking is not permitted whilst in the Taxi.
- 8.2 Only drinks supplied by Hall's Wedding Taxi may be consumed in the Taxi.
- 8.3 No food may be consumed in the Taxi.
- 8.4 Fouling is not permitted, and will be subject to an additional charge as per clause 2.5.5 of these Terms and Conditions.
- 8.5 Damage to the interior of the taxi (including but not limited to spillages, stains, cigarette burns, tears to fabric) caused by any passenger is not permitted and will be Your responsibility in accordance with clause 2.6.
- 8.6 Hall's Wedding Taxi reserves the right to refuse to drive over any object placed under any of the vehicle wheels, which is the custom of some weddings.
- 8.7 the throwing of coins or any other object, at the vehicle is strictly prohibited.

## **9 Your Obligations**

With journeys booked from Airports, Train Stations, and Seaports the onus is on You or your passengers to locate the Taxi. Upon booking the Taxi we will give a definite pick up point that You or your passengers must locate, any failure on You or your passengers' part to locate the Taxi will result in a cancellation fee being paid in accordance with clause 3.1.

## **10 Severability**

If any part of these Terms and Conditions are unenforceable (including any provision in which Hall's Wedding Taxi excludes its liability to You) the enforceability of any other parts of these Terms and Conditions will not be effected.

## **11 Entire Agreement**

11.1 These Terms and Conditions cannot be varied except in writing. In particular nothing said by any sales person on behalf of Hall's Wedding Taxi should be understood as a variation of these Terms and Conditions or as an authorised representation about the nature of quality of the Taxi hire. Hall's Wedding Taxi accepts no liability for any such representation being untrue or misleading.

11.2 These Terms and Conditions will prevail over any terms put forward by You, unless expressly agreed by Hall's Wedding Taxi in writing.

## **12 Governing Law of the Terms and Conditions**

These Terms and Conditions shall be governed by English law and English Law shall have exclusive jurisdiction in respect of any dispute arising in connection with Your booking with Hall's Wedding Taxi.

## **13 Varying the Terms and Conditions**

The Company reserves the right to alter or vary these Terms and Conditions in any respect at its absolute discretion upon publishing the relevant alterations and of the date upon which such alterations take effect on the Hall's Wedding Taxi website.

## **14 Hall's Wedding Taxi's contact details are:**

Ian Hall  
12 Kiln Close  
Dibden Purlieu  
Southampton  
SO45 5EU

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