

**The following terms and conditions apply to all services provided by Bees Knees Executive.**

## **1. Definitions**

The "service provider" OR "us" refers to Bees Knees Executive, a trading name of BK Executive Wycombe Limited whose registered address is 95 Adelaide Road, High Wycombe, Buckinghamshire, HP136UP. Our company registration number is 10761770.

The "customer" OR "you" is the person who accepts any offer of service.

"passenger" is the person travelling or in the case of a group the person named on the booking form.

The "service" is the transportation service which the service provider agrees to provide to the customer.

The "booking form" is the electronic form made available on this website.

"booking confirmation" is the email we send to confirm the service/booking.

"booking" is the request for transportation from the customer.

"credit card" means a credit card or charge card

## **2. Terms of service**

The prices are subject to change without notice. However, prices agreed and confirmed by the service provider and the customer will be honoured, with the exception of conditions 2.3 and 2.4

We reserve the right to charge extra for any changes to the service made at the customer or passengers request.

We reserve the right to cancel a booking in the following circumstances: Where the price for any booking is misquoted by more than 10% under the correct price, the payment will be refunded by us to the customer, and any booking(s) related to that misquotation will be cancelled. The customer will be notified of the cancellation with 12 hours of the automatic booking confirmation being sent to the customer after the original booking was made. If no notification is given to the customer within the said period of 12 hours we will honour the booking unless the customer has not provided us with inadequate or incorrect contact details which we can use to notify him or her, in which case the cancellation will be effective in any event.

Where bookings are made via this website the customer is deemed to have accepted these terms and conditions.

The customer must supply all information required by the service provider. This may include flight details, destination addresses, contact details, passenger details and baggage details, telephone numbers and any other information required by the service provider.

The service provider will not be responsible for any loss whatsoever resulting from errors or omissions in the information provided by the customer.

The customer will be responsible for checking the details provided in the booking form for accuracy. In situations where the service provider was unable to provide a service due to inaccurate or incomplete information condition 3.1 will apply.

Any amendments to the flight details, destination or vehicle type made within 7 days of the scheduled pick up/meeting time could result in cancellation of service and we reserve the right to charge the cancellation charges as described in clause 3.1. Alternatively and at its complete discretion, the service provider may make every effort to provide a service but reserves the right to increase its prices to reflect costs to the service provider.

The service provider may subcontract work to others.

If the customer chooses to pay for the service on completion the customer's credit card details may be

required to secure the service. On providing the card details the customer gives full authority to the service provider to charge the customer's card for the service provider's charges, including any cancellation charges.

In the case of a service to or from an airport or seaport, where there is a significant variation to the flight's or the crossing's scheduled arrival the service provider will make every effort meet the customer as agreed. However the service provider will not be responsible for delays on account of such circumstances.

The service provider will make every effort to provide a service with minimum inconvenience. However circumstances beyond the control of the service provider may prevent execution of the service. The following are some examples of such circumstances:

- Accidents and road works causing traffic delays
- Restricted vehicular access
- Exceptional or severe weather conditions
- Complying with requests by the law
- Vandalism and terrorism
- Industrial action
- Delays caused by other customers
- Communications problems
- Extraordinary changes to flights status of your or other customers
- Any other situation that will affect the provision of the service.

If the passenger is unable to find the driver on exiting the secure area at an airport or seaport or in the case of other pick up points the designated pickup point, the passenger must contact either the driver or the service provider via the telephone numbers provided in the booking confirmation or driver confirmation. Failure to contact the service provider or the driver will result in 100% of the fare and any other waiting time being charged to the customer.

The service provider will use every reasonable means to ensure that the vehicle(s) arrive at the appointed time stated in the booking form. The service provider will not incur any liability whatsoever in the event of any delay. All our vehicles are insured for passenger and third party claims as required by the licensing authority. However, whilst every care is taken, customers' property is carried entirely at their own risk and no responsibility can be accepted for loss or damage. Customers are advised to check their own travel insurance.

The service provider reserves the right to refuse to carry any person who is thought to be under the influence of alcohol drugs or and/or whose behaviour is considered to pose a threat to other passengers, the driver, or the vehicle.

Whilst we do not accept liability in any way for delay for collection from the agreed collection point or delivery to the agreed delivery point or for any other damage, loss or liability whatsoever, nothing in these conditions excludes or limits the liability of the service provider:

- (a) for death or personal injury caused by our negligence; or
- (b) for any matter which it would be illegal for Bees Knees Executive to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Bees Knees Executive in connection with the services.

### **3. Cancellation and booking fees**

**The consumer rights act maintains that a fourteen day cooling off period does not apply to many service industries, including services ordered for a particular time frame and that includes the hiring of taxis. This act does mean that you are not entitled to a refund if you change your mind or if you wish to cancel.**

However, in some circumstances, BK Executive Wycombe Limited may consider a refund for cancellation of bookings made through our website or by telephone directly with our drivers. Therefore, you may cancel your booking and may still receive a partial refund, providing that you fulfill BOTH of these cancellation requirements;

1) we are notified of your wish to cancel within 24 hours of making your original booking. i.e payment was made less than 24hrs ago. 2) the booking you wish to cancel is not scheduled within the next 24hrs. i.e we do require a minimum of 24hrs notice.

- No refund will be given or considered for any cancellation that does not meet the required time frames in 1 & 2 detailed above.
- Partial refund of your payment will may be issued minus deduction of our administrative fees (This charge is currently a minimum of £30.00). BK Executive Wycombe Limited reserves the right, at discretion, to refund up to 80% of the original charge. The amount refunded will be assessed on the time frame of cancellation and if the driver allocated or BK Executive Wycombe Limited as a whole has had financial loss due to cancellation.
- Refunds will be made to the credit or debit card used to make your booking.

Bees Knees Executive regrets that it is unable to offer refunds in the event of passengers being unable to fly or sail owing to any change in personal circumstances, including but not limited to medical grounds, except in accordance with our cancellation policy set out above.

In exceptional circumstances, however, Bees Knees Executive will consider issuing a credit in the event of the bereavement of an immediate family member (mother, father, brother, sister, grandparent or child) provided that the claim and a copy of the death certificate are submitted in writing to the Bees Knees Executive Customer Services Department and supported by such documentary evidence as we may require.

All claims will be assessed entirely at the discretion of Bees Knees Executive. This credit will be to the value of the original fare paid less an administration fee of £30.00, to be used against any future journey with Bees Knees Executive within the following six month period.

Where a payment has been made in advance by credit or debit card via the telephone or a text payment link, all of our terms and conditions still apply.

Cancellations can be notified by the customer either by email, fax or telephone. The time when we receive notification shall be:

By email – The time and date of receipt when the email reaches the service provider will be deemed to be the time and date of cancellation.

By fax – The time and date recorded by the receiving fax (service providers fax) will be deemed to be the time and date of cancellation.

By telephone – If the customer speaks to a member of the service provider's staff a time and date of cancellation will be agreed with the customer which will be deemed to be the time and date of cancellation.

By telephone – If the customer leaves a message on an answer phone the time and date recorded by the answering machine will be deemed to be the date and time of cancellation.

You may postpone or amend a booking, but as stated in 2.3, additional charges may apply. Where a postponed booking is cancelled the customer will incur a charge of 100% of the agreed fare regardless of when the cancellation is made.

We may cancel a booking if we have insufficient capacity to service it. The customer will be notified of the cancellation with 12 hours of the automatic booking confirmation being sent to the customer after the

original booking was made. If no notification is given to the customer within the said period of 12 hours we will honour the booking unless the customer has not provided us with contact details which we can use to notify him or her, in which case the cancellation will be effective in any event.

#### **4. Passengers with specific requirements – disability, medical and health**

Passengers with specific requirements are those whose mobility is reduced due to physical incapacity (sensory or locomotory), intellectual deficiency, age, illness or any other cause of disability: Bees Knees Executive is unable to accept those passengers with a level of disability which requires the presence of a care assistant unless a care assistant is travelling with the passenger. A maximum of two disabled passengers may travel with one Care Assistant.

Customers with specific requirements must advise Bees Knees Executive of their requirements at the time of booking and should indicate the type of assistance they require via the additional information box on the booking form. If we do not receive sufficient or adequate information concerning these requirements it may not be possible to honour the booking and we reserve the right to cancel it at any time. We need to have this information to enable us to provide the service required and sometimes to provide appropriate vehicle, facilities and equipment. If you do not provide correct and complete information to us so that we can prepare for the journey properly the safety of passengers, the drivers and others may be put at risk

Passengers travelling with controlled drugs and/or injectable materials are advised to carry a medical letter/prescription confirming details of the drugs and the intended use.

We will not be required to or be responsible for the administering of any medication or care to a passenger or anyone else in any circumstances.

#### **5. Conduct**

In common with many passenger services, all Bees Knees Executive are non-smoking. Passengers should note that smoking is strictly forbidden, and measures will be taken to stop any passenger smoking onboard any of our vehicles.

Passengers are prohibited from consuming alcoholic beverages or taking drugs or other banned substances in our vehicles at all times.

All our drivers are given authority to deal with passengers who misbehave, are disruptive, or otherwise cause problems by whatever means the Driver thinks fit. This may include the physical restraint and, when possible, removal from the vehicle of such persons and, if a diversion has been necessitated, handing over those persons to the appropriate authorities, including the Police, at the first opportunity. Bees Knees Executive also wishes to point out that if a passenger causes any damage whatsoever or his or her actions cause Bees Knees Executive to incur any costs (including those of a diversion, which may be substantial), Bees Knees Executive may hold that person or persons liable.

#### **6 Denial of carriage**

Bees Knees Executive can deny carriage to any person or offload him or her at any time if it is considered that:

- a) carrying the passenger or his baggage might endanger the safety of the vehicle, its passengers, or driver or any other person;
- b) the passenger is drunk or under the influence of alcohol or drugs;
- c) the passenger is, or there is good reason to believe he is, in unlawful possession of drugs or other banned substances;

- d) the passenger's mental or physical state is a danger or risk to the passenger, the vehicle or any other person;
- e) the passenger has persistently used threatening, abusive or insulting words to a member of Bees Knees Executive staff or any other person;
- f) the passenger has behaved in a threatening, abusive or insulting way towards a member of Bees Knees Executive staff or any other person;

## **7. Airport and seaport collection policy**

You are required as part of the booking process on this website to give the scheduled arrival time of your flight or crossing. You are also required to specify whether you will be bringing luggage or not. We monitor airport and seaport arrivals and will endeavour to arrive 10 minutes after the actual anticipated arrivaltime if you have no luggage or 40 minutes after that time if you are bringing luggage.

You must contact us or our driver direct within 60 minutes of arrival to arrange a mutually convenient pick-up point and time

Any extra waiting time after the first 60 minutes will be charged at the following hourly rates:

- Executive Vehicle GBP 30.00
- Premium Vehicle GBP 50.00
- Luxe Vehicle GBP 100.00

If you fail to contact us or our driver within 60 minutes of arrival our driver will leave and you will be responsible for any additional charges or waiting time we have incurred.

## **8. Methods of Payment**

The following methods of payment are acceptable:

- We accept most credit and charge cards.
- Company Account payable on invoice by cheque or BACS transfer based on agreed terms.
- Cash in sterling pounds.

## **9. Other Conditions**

The service provider reserves the right to change any condition without notice. Where a service or booking has been confirmed and the terms conditions have been accepted the conditions at the time of acceptance will prevail.

Nothing can affect the customer's statutory rights.

These conditions are governed by English law and subject to the exclusive jurisdiction of the English courts.

We and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

We may give you notice of cancellation of or change in booking arrangements by using any of the contact details you have provided when booking on our website and you will be regarded as having been given notice when given by fax, e-mail or telephone at the time when such notice is given or sent and the first working day after sending of notice by first class post or the second working day after notice is sent by second class post