

**KENS KABS TERMS & CONDITIONS**  
**PRIVACY POLICY, CANCELLATION & REFUND POLICY**

Hitch a lift Ltd T/A Kens Kabs

Company Registered Address: 27 Kings Road Blandford Dorset DT11 7LD.

**1. GENERAL**

The terms and conditions set out herein shall apply between the Company and the party whose name and address is set out in the Account Application Form ("the Customer") and shall apply to the provision of any and all carriage services ("the Services") undertaken by the Company for the Customer during the continuance of this Agreement and any and all other terms, warranties and/or conditions implied by statute and/or common law and hereby expressly excluded to the fullest extent permitted by law.

**2. CHARGES**

The charges payable by the Customer for the Services shall be at the rate on the meter (The Maximum) or discounted as specified in the Company's schedule of charges as in force at the time of travel.

**3. ALTERATIONS TO THE TERMS AND CONDITIONS**

The Company reserves the right to alter or vary these terms and conditions at its absolute discretion upon giving reasonable notice to the Customer and without prejudice to the generality or the aforesaid. No representations made or variations in or additions to these terms and conditions or warranty given by any person acting or purporting to act on behalf of the Company shall have any force or effect whatsoever unless confirmed in writing by an authorised officer of the Company.

**4. PAYMENT FOR SERVICES**

4.1 It is a condition of this agreement that invoices shall be paid in full within 14 days of issue or otherwise stated on the invoice thereof Should any invoice not be paid within the agreed term on the invoice any outstanding invoices shall immediately become due and payable.

4.2 Without prejudice to the Company's rights hereunder all monies due to the company in respect of provision of the Services which are not paid by the due date for payment shall bear interest on the balance of such monies due from time to time at the rate of 5% per month until payment is received by the Company in respect thereof.

4.3 The Customer shall not be entitled for any reason to withhold payment of monies due to the Company and in particular shall not be entitled to do so in circumstances where the Customer is in dispute with the Company and/or claims money or compensation from the Company in respect of the Services.

**5. ACCOUNT LIMIT**

At any time of opening the Customer's account with the Company, the Company may set a limit on the total amount which may be outstanding as unpaid on such account at any one time. The company may in its discretion refuse to provide the Services in the event of this limit being exceeded.

## **6. INSURANCE.**

All vehicles are fully comprehensively insured for hire and reward. The Company also has public liability insurance for up to £5 million for each vehicle.

## **7. LIMITATIONS AND EXCLUSIONS**

The Company shall not undertake the carriage or delivery of any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or any goods or property which may deteriorate in transit. UNLESS the Customer has prior to the commencement of the Service in respect of such goods or property expressly notified the Company as to the nature and value of the same and a Director of the Company has expressly agreed in writing that the Company shall carry and deliver the same on such terms and conditions as the Company may reasonably require AND in the event that the Company undertakes the Service in respect of such goods or property without first having expressly agreed to do so as aforesaid, the Company shall have no liability whatsoever for loss or damage to the same however arising.

The Company shall not in any event be liable directly or indirectly for consequential loss (whether for loss or profit or otherwise) and/or loss, damage whether arising from the acts, omissions or negligence of the Company and/or its employees and/or agents.

## **8. DELIVERY**

The driver may refuse to transport passengers who in their opinion are unfit to travel or may cause trouble. The Company shall use reasonable endeavours to deliver the Customer on time. However time for delivery shall not in any event be of the essence and the Company makes no warranty that the Customer shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by the Company unless expressly agreed in writing the Director of the Company. At all times the client on whose behalf the job is booked is responsible for the conduct of their guest at all times and by implication and damage caused to our vehicle and/ or property.

## **9. LIEN**

Without prejudice to the Company's rights hereunder or arising otherwise howsoever, the Company reserves the right to exercise a lien over the Customer's goods and/or property pending payment in full or outstanding invoices.

## **10. TERMINATION**

This Agreement may be terminated by either party by one month's notice in writing to the other. In the event of the Customer being in breach of any of the terms and/or conditions of this Agreement the Company shall have the right (without prejudice to any other rights it may have) to terminate this Agreement or suspend provision of the Services, or suspend the Customer's account facility, forthwith and without notice.

## **11. PRIVACY POLICY**

We will only use your personal information for purposes for which you have consented and will not sell or rent your personal information to third parties for marketing purposes without prior consent. In order to protect your privacy, we are registered in accordance with and seek to comply with the UK Data Protection Act 1998. We follow appropriate security

procedures in the storage and disclosure of personal information so as to prevent unauthorised access by third parties. We also require those parties to whom we transfer personal information to comply with the same. However, the Internet is not a totally secure medium and you acknowledge and agree that we shall not be responsible for any unauthorised use, distribution, damage or destruction of personal data, except to the extent we are required to accept such responsibility by the Data Protection Act 1998.

#### **19. CANCELLATION / REFUND POLICY**

Reservations that have been accepted and confirmed by the Provider may be cancelled by the Client by telephone on the booking numbers. Vehicles that are cancelled by client after reservation acceptance by the Provider will incur a cancellation charge. Cancellations that are not informed of are deemed to be of the status "NO SHOW" and will be subject to a charge of 100%. Cancellations not informed up to 3 hours prior to the time of the booking a cancellation charge incurred 100% of quoted fare. Cancellations that are informed 3 to 24 hours prior to the booked journey time may be subject to a charge of 50% of the quoted fare. Cancellations informed 24 hours or more prior to booked journey may be subject to a charge of £10.00.