



## SDYD PRIVATE HIRE CARS

### TERMS AND CONDITIONS

1. The terms and conditions set out here shall apply between Sdydcars (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 transfer services (the "Service") undertaken by Sdydcars for the customers during the continuance of this agreement, any and all other terms warranties and / or conditions implied by statute and / or common law are hereby expressly excluded to the fullest extent permitted by law.
2. The Company reserves the right to revise any of the terms and conditions stated here and will come into effect 1 hour after posting on the company's web site [www.sdydcars.com](http://www.sdydcars.com)
3. The charges payable by the Customer for the Service shall be at the rate specified in the company's schedule of charges of which copy is attached hereto. These charges can be reviewed at any time by the company and will come into effect 1 day after posting on the company's web site [www.sdydcars.com](http://www.sdydcars.com)
4. Illustrations, photographs and descriptions on the website, brochures, pricelists or documents services merely as a guide and will not be binding.
5. Invoices will be issued every 2 weeks (14 days) or when the Customer's account reaches the credit limit given by the Company, or which ever comes first. The invoice should be paid in full upon receiving a copy of the invoice.
6. 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 date for payment shall bear interest on the balance of such monies due from the time to time of the rate of 20% from time to time until the date when payment is received by the Company in respect thereof.
7. The Customer shall not be entitled for any reason to withhold any 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 service.
8. At the time of opening the customer account with the Company the company will set a limit on the total amount which may be outstanding or unpaid on such account at any one time. The Company may in its discretion refuse to provide the service in the event of this limit being exceeded.
9. Account customers are issued with security account number that is to be used to allow users to make bookings. The Company does not accept any responsibility whatsoever when security account number is used by unauthorised personnel and / or for unauthorised purposes. It is entirely the Customers responsibility to keep the details safe.
10. No reservation is considered as accepted until confirmed by email, phone or fax and the customer has been issued with a reference number.
11. An additional surcharge of 50% on the prices listed on this site may be added on the following dates: 24, 25, 26, 31 December as well as 1 January.
12. There may be an additional charge if the passenger has to make a stop on the way of the journey (minimum £5) or any other diversion on the way. The drivers are competent and have a good working knowledge of London and strive to take the shortest possible route on that specific day. If you may need to make another stop on the way the passenger will need to give 12 hrs prior notices. If on the way they passenger suddenly needs to make a stop or there is optional extras they would like to take that was not booked in advance then it is up to the discretion of the driver to see if it is possible to comply with the request, they might need to pay cash for it and sign with the driver.
13. At the airport we include 50 minutes waiting time for free once the flight has landed, and thereafter the charge will be 25p per minute. At a pickup from within London (residential address) we allow 5 minutes waiting time from the time the passenger has made the booking for, and thereafter 25p per minute waiting time. This mean our fares are based on a direct trip with passengers being ready to travel at the time and place as specified.
14. We do monitor the flight for any delays and there will be no extra cost to the passenger if the flight has been delayed. If the passenger misses the flight coming into one of the UK airports, the passenger has to call us immediately and there will be no extra cost involved if the passenger calls at least 1 hour before the scheduled arrival of that flight with their reference number.
15. A reservation may only be altered or cancelled with the permission of the company. It has to be done in writing (preferably email) or by phone.
16. Cancellations informed between 3 and 12 hours prior to time of journey mean that a £6 cancellation charge would be incurred. Cancellations informed between 3 and 2 hours prior to the journey will incur 50% of the booking price. Cancellations not informed up to 2 hours prior to time of booking may incur 100% of the booking price.

17. If we pick up from a UK address the driver will wait up and till 15 minutes after the time the booking was made for. If we are unable to make contact with the passenger (ringing the doorbell and calling the contact phone number) we will pull the driver away and the passenger will be responsible for the full cost. At the airport the driver will go in 30 minutes after international/intercontinental flights and 20 minutes after European flights (unless the passenger has specified otherwise) He will wait at the information desk in the arrivals terminal. The passenger has 50 minutes waiting time for free there after.
18. If the driver fails to make contact the driver he will put a call out for the passenger. If the passenger fails to show 30 minutes thereafter we will pull the driver away and the passenger will be liable for the full price.
19. If the passenger has been waiting at the information desk of the airport and fails to make contact with the driver, the passenger should call the company so as to arrange how to meet. Passenger should not just leave the airport without letting the company know, as this will be regarded as a 'no show'.
20. The company reserves the right to make use of sub contractors to provide the service to the passengers. These sub contractors will be able to provide a high quality of service and will be licensed and comply with the regulations stipulated with the Public Carriage Office.
21. The company is not responsible for services offered by other companies as listed on our 'links' page
22. Prices of journeys also depend on the size of the vehicle. The Company or Company's driver (subcontractor) will have the right to refuse any passenger who has excess luggage, which would result in the car being unsafe while in transit. The passenger has to make sure that the correct sized vehicle is booked according to the guidelines set out and to notify us of any excess luggage.
23. The driver will assist with luggage, however neither the company nor the drivers accept responsible for any damages to passenger's luggage whatsoever.
24. The Company shall not undertake the carriage of delivery of: any money or securities (cash, cheques, bankers draft, bonds, and share certificates in any form), antiques, precious metal, furs, jewellery (in any form and whatsoever value), any goods and property on any intrinsic value of more than £150, any good or property (in whatsoever nature) of hazardous, dangerous, inflammable, explosive or noxious nature and / or any goods or property which may materially deteriorate in transit unless the customer has prior commencement of the service in respect of such goods and property expressly notified the Company as to the nature and the value of the same and a director of the Company has expressly agreed in writing the company shall carry and deliver such goods and property.
25. Company shall have not in any event be liable directly or not directly for: consequential loss (whether for loss of profit or otherwise) and or loss, damage and / or it employees and / or agents or arising otherwise howsoever.
26. The Company shall be entitled to destroy any goods or property referred to in clause 25 in such manner as the company thinks fit if in the company's opinion it is proper to do so and the Company shall amount the Customer for money it receives (if any) on such destruction or disposal in excess of the cost incurred by the Company in so disposing of or destroying the goods or property
27. Without prejudice to generality the Company shall have not in any event be liable for any loss or damage arising directly or not directly from: breakdown, accident, adverse weather conditions, any act or commission on the part of the customer, any cause, act or circumstance beyond he control of the company (including without limitation, any strike (official or not) lock out or other form of industrial action or labour dispute, government regulation, legal restrictions, embargoes, fire, flood, Act of God, any consequence of riot war invasion, act of foreign enemy, hostilities ( whether war be declared or not) civil war, rebellion or military or usurped power, confiscation, requisition or destruction of or damage to proper by or upon the order of our in the mane of any government of public or local authority) , inadequate or inappropriate packaging of goods or incorrect of inadequate labelling or instruction received from the customer and / or the company being prevented of hindered from delivering goods or property
28. The Company does not have insurance for goods or property (of whatsoever nature) in transit (from the time of collection of the goods or property are collected by the Company or Company's Subcontractor up to and including delivery thereof) and the customer is advised to effect such insurance as the Customer deems necessary for the carriage of goods and / or property by the Company.
29. The company provides the passenger the option of additionally booking a baby seat, which will be £6 extra to the prices quoted. The passenger must please state the age of the child since we offer seats for children up to the age of 3 years old. Please keep in mind that babies/ children are regarded as passengers and therefore to book the vehicle size accordingly.
30. No waiver by the provider of any breach of the Contract by the passenger shall be considered as a waiver of any subsequent breach of the same or any other provision.
31. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. The Contract shall be governed by the laws of England & Wales.