

General Terms and Conditions

1. Introduction

- 1.1. These Terms and Conditions govern the provision of the services provided by Escape Executive Limited (company number 12032262) (“**Escape**”) to individuals, executives and corporate clients (“**Customer**”).
- 1.2. By booking services with Escape, you agree to be bound by these Terms and Conditions to the exclusion of any other terms that you may seek to incorporate (expressly or by reference).
- 1.3. These Terms and Conditions do not affect your statutory rights.

2. Private hire booking

- 2.1. Escape is a private hire vehicle operator and as such, we only accept direct booking requests from our Customers. Our drivers are not licensed nor authorised to accept bookings.
- 2.2. Bookings can be made through our website, by phone, or by email: info@escapechauffeurs.com
- 2.3. By placing a booking you agree that you are legally capable of entering into binding contracts.
- 2.4. All bookings are subject to availability and confirmation by Escape.
- 2.5. Escape will use all reasonable endeavours to provide the vehicle requested by the Customer, however, Escape reserves the right to change the vehicles to a replacement of an equivalent standard without prior notice if a vehicle previously requested is unavailable or if there is a risk of a driver not making it on time for a pick-up.
- 2.6. Escape may provide sub-contracted vehicles and drivers when fulfilling bookings, provided that Escape shall remain responsible for its subcontractors actions.
- 2.7. If an event beyond Escape’s control takes place that affects the performance of the services under a booking, Escape will: (i) contact you as soon as possible to notify you of such event; and (ii) the time for the performance of the services will be extended for the duration of the event in question.

3. Customer obligations

- 3.1. The Customer shall:
 - 3.1.1. ensure that all information provided to the Company when making a booking is accurate;

- 3.1.2. pay the charges in accordance with clause 4 below;
- 3.1.3. pay any additional charges in accordance with clause 5 below;
- 3.1.4. be in a fit state to travel and behave in a respectful and appropriate manner during the journey; and
- 3.1.5. have the necessary travel documents and comply with all applicable laws and regulations during their journey.

3.2. Any Customer who is or is suspected to be under the influence of alcohol or drugs and whose behaviour poses a threat to the driver, the vehicle or other passengers will be refused travel. Escape also reserve the right to terminate a journey due to unreasonable or improper behaviour by any Customer.

3.3. Any changes to bookings must be made, in writing or by phone, at least 12 hours prior to the designated collection time. Escape will use reasonable endeavours to accommodate changes made within 12 hours of a collection time, but shall be under no obligation to do so.

3.4. Child seats must be requested in advance and are at all times subject to availability. If you wish to use your own child seat, you will be responsible for installing it safely and removing it at your destination. Escape do not guarantee that correct child seats will be supplied. The Customer must ensure that the child seat used for a booking is appropriate for the child using it.

4. Charges

4.1. For all non-account Customers, payment is required in full and cleared funds at the time of booking to secure the booking. Escape shall not provide services for bookings under which payment has not been made.

4.2. For account Customers, a statement of account will be issued every 14 days, which must be paid in full. Escape reserves the right to suspend or refuse the service provision until the Customer's account is fully settled.

4.3. Our drivers are not licensed nor authorised to handle any payments.

5. Additional charges

5.1. For non-account customers, the credit or debit card provided when making the booking will be charged for any additional charges set out below. For account customers, additional charges may

be taken from the relevant account (where funds are available) or shall otherwise be added to the next statement of account.

5.2. Additional charges shall apply in relation to:

- 5.2.1. cancellation of a booking by the customer after engagement or commencement of the services;
- 5.2.2. driver waiting time (whether at the start or during a journey) resulting from acts or omission of the Customer during the provision of the service;
- 5.2.3. additional pick-ups or drop-offs that were not specified at the time of booking;
- 5.2.4. alternative routes requested by the Customer which differ to the route that would be been taken by the driver;
- 5.2.5. other requested changes to the original booking that have not been made at least 12 hours prior to the collection time;
- 5.2.6. congestion or ultra low emission zone charges (as applicable);
- 5.2.7. car parking charges (except where specified that they have been added to the booking price at cost (for example as part of an airport meet and greet);
- 5.2.8. travelling with animals (which requires the prior written consent of Escape, other than for guide dogs and hearing dogs, with such costs to be confirmed by Escape);
- 5.2.9. the use of any child seats (and any damage caused to a vehicle during its use or removal form the vehicle); and
- 5.2.10. any other charges, expenses or loss incurred by Escape arising as a result of the Customer's actions or omissions under or in connection with a booking.

5.3. If a vehicle requires special cleaning due to the actions of a Customer, we reserve the right to charge the cleaning costs incurred by Escape in rectifying the issue.

6. Cancellations and refunds

- 6.1. Where a Customer fails to show up at the designated location and time for which a booking has been made, all amounts pre-paid will be non-refundable.
- 6.2. Bookings that are cancelled at least 48 hours prior to the departure time shall receive a full refund.

6.3. If the cancellation is made and acknowledged by Escape during office hours, Escape will refund any charge to the debit or credit card used to make the booking. Any debit or credit card charges incurred when making a booking are not refundable.

6.4. All bookings are subject to availability. In the event of a cancellation by Escape for reasons beyond Escape's reasonable control, Escape will notify the Customer as soon as practicable.

7. Liability

7.1. Escape will take all reasonable care in providing reliable and safe transportation services.

7.2. Escape will use all reasonable endeavours to ensure that vehicle(s) or sub-contractors vehicle(s) arrive on time. It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of the journey. Escape may give advice on journey times, but it 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 Customers (including but not limited to replacement or alternative travel costs or hotel/other accommodation costs arising as a result of delays to a journey).

7.3. Escape vehicle(s) and sub-contracted vehicle(s) are fully insured for passenger and third party claims. However, Customer property is carried entirely at the Customer's own risk and Escape shall not be held responsible for any loss or damage to such property under or in connection with a booking.

7.4. Escape will not be liable for any loss, damage, or delay caused by circumstances beyond its control (including but not limited to war, unrest, hostilities, adverse weather conditions, strikes, epidemic, pandemic or other natural disasters, or failure of public or private telecommunications networks).

7.5. Escape will not be liable for any loss associated with traffic delays or road closures due to accidents.

7.6. In the event of a vehicle breakdown, tyre punctures or accidents during a journey, Escape will use all reasonable endeavours to complete the journey but cannot guarantee on-time arrival. If a vehicle is unfit for travel, Escape will use its reasonable endeavours to arrange a replacement vehicle (subject to availability).

7.7. We do not accept responsibility for indirect or consequential loss of any nature.

7.8. Save in respect of any losses that cannot be limited under law, Escape's total liability to the Customer shall be limited to the price paid by the Customer for the relevant booking under which the liability arose.

7.9. The Customer shall be held responsible for any damage caused to the vehicle or its contents due to their actions or omissions during a booking.

8. Insurance

8.1. Customers should ensure they have appropriate travel insurance to cover any unforeseen events or circumstances relating to a booking.

8.2. Escape will hold appropriate insurance coverage in relation to its provision of the services.

9. Privacy and Data Protection

9.1. Escape will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (DPA 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time.

9.2. We collect and process personal data solely for the purpose of providing our services and will not share it with third parties without consent, except as required by applicable data protection and privacy legislation.

9.3. Escape uses the services of third party payment processors and is not responsible or liable for any errors by these payment processors who hold PCI-DSS certification.

9.4. All personal data will be processed in accordance with our privacy notice, available on our website: <https://www.escapechauffeurs.com/>.

10. General

10.1. Escape reserves the right to amend these Terms and Conditions at any time without prior notice.

10.2. We may immediately terminate the services (or any account held by a Customer) if there is a breach of these terms or if circumstances require such action.

10.3. If you have any questions or concerns regarding these Terms and Conditions or a complaint relating to any booking, please contact Escape as soon as possible in writing.



10.4. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and any disputes arising out of these terms shall be subject to the exclusive jurisdiction of the courts of England.

August 2024