

Terms and Conditions

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Updates

Information may be changed or updated on this site without notice. We may also make improvements or changes in the information or services described in this information at any time without notice.

We reserve the right to make changes to our site and these terms and conditions of use at any time.

If any of these conditions are deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any of the remaining conditions.

1. DEFINITIONS AND INTERPRETATION

“Account” means a Customer account which has been opened by 440 Cars in respect of a particular Customer and which is identified by way of a confidential security number (**“Customer Account Number”**) allocated to the Customer and under which 440 Cars extends credit terms to the Customer enabling such Customer to pay on a periodic basis, based on statements of account provided by 440 Cars (or as otherwise agreed under the Account agreement) and which may be designated as an Account, a Priority Account or a Priority Plus Account.

“Account Booking” means a Booking that is:

- (i) Made through an Account; and
- (ii) Fulfilled by 440 Cars (as opposed to a Fulfilment Partner).

“440 Cars” means 440 Cars Limited incorporated and registered in England and Wales with company number 11948897 whose registered office is at 18 SAND MARTIN CLOSE, EASTLEIGH, HAMPSHIRE, SO50 9PS (or such of its subsidiaries or associated companies which provides Services to Customers under these Terms).

“Airport Booking” means a Booking made to or from any airport.

“App” means a Booking made on the 440 Cars mobile application.

“Booking” means a booking made by a Customer for Services, communicated to us, as evidenced by our records.

“Card Payment” means payment in relation to a Booking by any means other than by cash or cheque or direct debit, including but not limited to credit card or debit card.

“Charges” means the charges: (i) shown in the Price List or other published literature; (ii) communicated to the person making the Booking; or (iii) for certain Account Bookings, the price calculated in accordance with charge rates agreed between 440 Cars and the Customer (in each case as applicable).

“Christmas Period” means between 18:30 hours on 24 December to 23:59 is time and half and on 25th December to 23:59 is double pay and 26 December 00:01 until 27 December 6:00 time and half.

All other bank holidays are time and Quarter.

“Collection Address” means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers or the Goods.

“Contract” means a contract, which includes journey details, for the provision of Services to Customers in respect of either:

- (i) Account Bookings (where the Customer contracts with 440 Cars);
- (ii) Non-Account Bookings (where 440 Cars acts as a disclosed agent of the Driver to arrange the Services and the Customer contracts directly with the Driver as principal); and
- (iii) Network Bookings (where 440 Cars acts as a disclosed agent of the Fulfilment Partner to arrange the Services and the Customer contracts directly with the Fulfilment Partner as principal), in each case on the terms and conditions (as may vary from time to time) notified to the Customer either at the time of making the Booking or as part of the process of opening an Account. Each such Contract shall incorporate these Terms.

“Customer” and **“You”** means any person(s), firm or company which books Services.

“Destination Address” means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer, any Passengers or the Goods.

“Driver” means any person who drives a Passenger Vehicle or Courier Vehicle the driver can be licensed by Eastleigh Borough Council Southampton City Council or Winchester City Council.

“Goods” means any goods transported by us pursuant to a Contract.

“Passenger(s)” means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Passenger Vehicle. By agreeing to or using the Services, each Passenger agrees to be bound by these Terms.

“Passenger Services” means the transportation of Passengers (together with any applicable luggage or bicycle) by a Passenger Vehicle.

“Passenger Vehicle” means any vehicle (including a motorcycle adapted for Passenger Services) used for the carriage of Passengers.

“Licence” means any driver working for 440 Cars Ltd will be licenced by Eastleigh Borough Council however 440 partners or subsidiaries include drivers and vehicles with Licences held with Southampton City Council or Winchester City Council.

“Price List” means the list maintained by us of certain of our Charges relating to the Services from time to time, a current copy of which can be obtained on request.

“Priority Account” means an Account designated as a ‘Priority Account’ by 440 Cars.

“Services” means: (i) Courier Services; (ii) Passenger Services; and (iii) any other services agreed in writing between us and the Customer from time to time.

“Vehicle” means a Passenger Vehicle or a Courier Vehicle the vehicle can be licensed by Winchester City Council Southampton City Council or Eastleigh Borough Council. The driver Licenced by a specific Council will only drive the same Licensed Vehicle.

“Waiting Time Charge” means £15 per hour payable in one-minute increments.

Booking Type

Prior to making any Account Booking, the Customer must first open an Account with 440 Cars. The Customer must keep its dedicated and Customer Account Number confidential.

When making any Account Booking, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Booking and may, at our discretion, treat the Booking as a Non-Account Booking.

We shall be entitled to treat any Account Booking made quoting the confidential Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

In consideration of performance of Services in relation to Account Bookings, the Customer shall pay the Charges, the Priority Fee and any applicable VAT (without set off or deduction), as invoiced by 440 Cars, within 30 days (or such shorter period as we in our absolute discretion notify to you) of the date of an invoice (the "Due Date").

Payment shall be made by BACS

In the event of non-payment of any Charges by the Due Date, we shall be entitled to charge, and the Customer shall pay an increased rate on any amount outstanding until payment is made, both before and after any judgement.

We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to perform Account Bookings once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

Any dispute in respect of the Charges shall be submitted, in writing, within 7 days of receipt by the Customer of the relevant invoice.

When an Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.

Non-Account Bookings

In the case of Non-Account Bookings, we act as the disclosed agent of the Driver for the purpose of arranging and agreeing Non-Account Bookings between the Driver and the relevant Customer. This means that the Driver enters a Contract as principal with the relevant Customer on, and subject to, these Terms.

In consideration of the provision of Services in relation to Non-Account Bookings, the Customer must pay for the Services either directly to the Driver by way of cash or cheque, or by way of Card Payment, which will be processed by a third-party payment processor on the Driver's behalf.

Passenger Services

The price quoted to the Customer at the time of making the Booking shall be calculated on the journey specified by the Customer at the time of booking (the "Quoted Journey"). The price quoted by us shall be based upon our chosen route between the Collection Address and the Destination Address (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). Where specific charge rates have been agreed by 440 Cars.

In relation to the collection of any Passenger(s) for an Airport Booking, we will allow 1 hour waiting time starting from the last known estimated arrival time of an inbound international flight and a domestic flight, respectively. We reserve the right to charge the Customer a Waiting Time Charge which shall, for the avoidance of doubt, include the first 1 hour (as the case may be) waiting time. For the purposes of this clause the "last known estimated arrival time" will either be:

- (i) if the Customer provides a flight number at the time of making the Airport Booking, we will monitor the relevant flight and alter the collection time; accordingly, or
- (ii) if the Customer does not provide a flight number, the time which has been specified by the Customer for the Airport Booking. For all Airport Bookings other than on-demand Airport Bookings, the Customer may specify a collection time at any time after the flight arrival time, after which specified time the 15 or 30 minutes (as the case may be) waiting time shall commence. After expiry of the 15 or 30 minutes (as the case may be) waiting time, we reserve the right to charge the Customer an applicable Waiting Time Charge.

In the event that the Customer or any Passenger requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional Charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.

In the event of excessive traffic conditions e.g. road works and weather conditions neither driver nor 440 cars are liable for any delay to flight, train, or coach bookings. 440 Cars will not accept liability for any financial loss due to missed flight, train, or coach bookings. 440 Cars will do its best to provide the latest traffic conditions and may advise approximate booking time however real time booking will be down to the customer's discretion. Any journey for flight, train or coach bookings customer should allow enough time for journey 440 Cars will not take responsibility for booking time.

In the event the Customer requires more than four (4) passengers to travel in a Passenger Vehicle additional charges may be levied by us for the provision of a larger Passenger Vehicle or the carriage of additional Passengers in excess of four (4).

We reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person making the relevant Booking.

Customers must inform us at the time of making a Booking if the Customer or any Passenger wishes to for us to transport a bicycle in any Passenger Vehicle, and our rates for transporting a bicycle shall be applicable to the Booking. The Customer acknowledges that only some of our Vehicles have been allocated, and/or equipped, to carry bicycles. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry a bicycle in the Passenger Vehicle.

In the event the Customer did not inform us at the time of making a Booking that the Customer or any Passenger wishes for us to transport a bicycle, the driver may in his absolute discretion decide to:

- (i) Cancel the Booking
- (ii) Refuse to transport the bicycle and offer to decide for another one of our Vehicles to transport the Passenger and the bicycle.

Passenger Services (2)

We shall use reasonable endeavours to provide a Passenger Vehicle which is in good working order and of the type specified by the Customer (and in the event that such a Vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.

Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry an animal in the Passenger Vehicle, and to charge the Customer the relevant cancellation fee under these Terms. Guide dogs are exempt from this requirement and are permitted to be carried in any Passenger Vehicle.

Passengers are not permitted to smoke in any Passenger Vehicle (including using Electronic cigarettes).

Passengers shall not consume alcohol in any Passenger Vehicle and we and the Driver reserve the right to decline carriage to any Passenger and/or require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.

The transportation of luggage in a Passenger Vehicle shall be permitted at our absolute discretion. Passengers shall always remain responsible for their luggage and/or bicycle and shall load and unload their own luggage and/or bicycle. We may assist the Customer with the loading and unloading of his/her luggage and/or bicycle from the Passenger Vehicle, at our sole discretion.

We do not accept any responsibility for the loss of or damage to any luggage which is transported in a Passenger Vehicle. We accept loss or damage of a bicycle only in the event of an accident caused by the fault of the driver. We accept no liability for any loss or damage caused to a bicycle under any other circumstance. The Customer acknowledges and accepts that any luggage and/or bicycle stored in the Passenger Vehicle may move around

during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Passenger Vehicle.

Passengers are required to comply with current customs laws and regulations, and we shall not be responsible for any delays caused by any failure to comply with the same.

All Passengers are always required to use seatbelts.

We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/guardian's consent we may allow Minors over the age of 11 to travel unaccompanied. When making a Booking for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Passenger Vehicle.

We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, inappropriate (including excessive physical contact or display), threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged a Cancellation Fee. We are committed to providing Services in accordance with the Equality Act 2010. We may assist any Passenger who is not capable of boarding and alighting a Passenger Vehicle unaided, at our sole discretion but at the Passenger's risk.

We may charge reasonable repair or cleaning charges plus £75 representing loss of earnings for the Driver in the event of spillages in or if any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle. We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle it will be stored by us for a period of 28 days and thereafter, we shall be entitled to return, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

The maximum number of bicycles that may be transported in any one Passenger Vehicle shall be one.

General

Bookings can be made through our website, by telephone or by using our mobile app. The media by which you are able to make a Booking constitute an invitation to treat and your Booking constitutes an offer to Contract for Services (to 440 Cars, the relevant Driver or the Fulfilment Partner, as applicable) which 440 Cars, the relevant Driver or the Fulfilment Partner (as applicable) can accept (thereby creating a legally binding Contract incorporating these Terms):

- (i) in relation to Account Bookings and Network Bookings, by issuing to you a Booking acceptance (in such form as we may determine from time to time); and
- (ii) in relation to Non-Account Bookings, by the Driver accepting allocation of the Non-Account Booking and proceeding towards the Collection Address.

We shall be entitled to vary the Price List from time to time. We shall be entitled to exercise a lien over any Goods or property belonging to any Passenger until we receive full payment of any Charges due to us.

We may, in our absolute discretion, decline to accept any Booking.

Terms and conditions for the 440 Booking App & Online Web booker

When booking via the app or our online booking portal the driver dispatched can be licenced by another licensing authorities other than the local licensing authority the customer has the right to choose a locally licenced driver other than a driver not licensed by the local authority at any time before entering the vehicle up on booking the journey.

The price quoted on the app is an estimate based on the information you have input, pick-up, drop-off and type of vehicle, the journey will be priced according to the taximeter in the vehicle. Any deviation to the journey booked on the app may result in an increased cost to that of the estimate and any waiting time, parking congestion, tolls etc. will also be chargeable.

The App is a post-pay app which means that payment for your journey is collected after the journey has been completed. When you book a ride using a credit or debit card there is a £1.01 pre-authorisation fee which is held by a holding account until the journey has ended. This is not debited from your account; the amount is simply held temporarily until the ride is complete. At the end of the ride, the pre-authorisation is released back into your bank account.

If you cancel your journey before a car is dispatched there is no charge and the £1.01 preauthorisation fee will be released within 1-2 working days. The time it takes for the preauthorisation to be released is dependent on your bank's policy and is outside of our control. The pre-authorisation is for security purposes and helps ensure a transaction is not fraudulent. You will be charged for a 'no show' if the Driver attends the booking and you have not cancelled.

Promo codes: These promo codes will be advertised as and when they are available. Only one promo code can be used at one time and cannot be used in conjunction with any other offer.

Promo codes can only be used for journeys paid by card which has been registered in the app or our online booking portal.