

# *Account Application Form*

Owned by ComfortDelGro, the second largest ground transport operator in the world, DataCab and Flightlink offer a fast and reliable licensed taxi and executive car booking and account service.



[www.datacab.ltd.uk](http://www.datacab.ltd.uk)

**FLIGHTLINK**

[www.flchauffeurs.co.uk](http://www.flchauffeurs.co.uk)

A member of

**COMFORTDELGRO**

# Credit account application



Please complete all sections of the form, and return to;  
Account Applications, DataCab, Hygeia, 66-68 College Road, Harrow, Middlesex HA1 1BE

## Account details (for business account applications please provide company details)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Postcode \_\_\_\_\_  
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Principal contact for correspondence \_\_\_\_\_  
Estimated monthly expenditure on taxis of company £ \_\_\_\_\_  
Company registration number \_\_\_\_\_  
Which service do you require: DataCab  Flightlink  (for Flightlink please sign page 5)

## Invoicing details (if different from above)

Address \_\_\_\_\_  
\_\_\_\_\_  
Postcode \_\_\_\_\_  
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Principal contact for correspondence \_\_\_\_\_

**Think green - please choose to have your invoice emailed to you - tick here**

## Trade references (for business account applications only)

Company name _____	Company name _____
Address _____	Address _____
Postcode _____	Postcode _____
Telephone _____	Telephone _____
Mobile _____	Mobile _____
Fax _____	Fax _____

Please also attach a sheet of your company headed paper with your application.

## DataCab charges per journey

Meter at Arrival (including £2.20 flag fall): £4.00  
Transaction charge: £2.20 Administration fee: 15%  
Driver gratuity: 12.5% Delivery charge: £1.80 (if applicable)

**I agree to be bound by the terms and conditions (page 4). I agree that this application form may be used as part of a credit check undertaken by Datacab and/or their nominated agents.**

Signature of applicant \_\_\_\_\_  
Print name \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

OFFICE USE ONLY
AC NO.
REFERENCE
CHARGE CODE
CREDIT ANALYSIS CODE
CREDIT LIMIT CODE
SIC CODE
S A CODE



# Terms and Conditions



## 1. INTERPRETATION

- 1.1 These Terms and Conditions govern the provision of radio taxi booking and/or account services by DataCab to the exclusion of any other oral or written statement or agreement whatever its legal character.
- 1.2 Where used in these Terms and Conditions, the words and expressions set out in clause 16 shall have the meanings set out alongside them unless the context otherwise requires.
- 1.3 "Authorised Cabcharge Network" means those companies authorised to carry on business and accept bookings by means of the Cabcharge Card.
- 1.4 "The Cabcharge Card" means the booking card issued by and on behalf of the Company the use of which is governed and controlled by these terms and conditions.

## 2. CHARGES

- 2.1 The Customer agrees to pay to DataCab: -
- 2.2 For all journeys undertaken by a Driver of a Taxi provided by taxi companies in other cities within the authorised Cabcharge Network ("Network Company") :-
  - a. The metered fare or otherwise appropriate charge for the journey applicable at the time of each relevant journey or as may be previously published by the Network Company plus any local booking charge of the Network Company.

### PLUS

- b. A service charge of 10% or a minimum charge of £1.80 on all journeys undertaken within the national boundaries of the Company.
  - or
  - c. A service charge of 17.5% or a minimum charge of £2.80 on all journeys undertaken outside the national boundaries of the Company.
- 2.3 The Customer hereby authorises the Company to pay to the Network Company these charges on the Customer's behalf and the Customer will fully and effectually indemnify the Company in respect of such payments.
  - 2.4 For all journeys undertaken by a driver on behalf of the Company and any other Network Company in addition to those contained in the preceding clauses:-
    - a. All local or other taxes (including Value Added Tax) at the rate determined by the Company or the appropriate tax authorities.
  - 2.5 The Customer hereby acknowledges that when booking a taxi by using a Cabcharge Card they agree to pay to the Company the charges provided herein on receipt of the Invoice from the Company.

## 3. THE RIGHTS AND POWERS OF DATACAB

- 3.1 DataCab reserves the right to:-
  - a. Alter any account number or security code number or the Credit Limit at any time and notify the Customer of such changes.
  - b. Change the rules or instructions concerning the use of any part of the Service from time to time and to notify the Customer accordingly.
  - c. Temporarily suspend the Service to the Customer wholly or in part in the interest of the security or quality of service or in the interest of other Customers or if the Credit Limit is exceeded. Suspend or temporarily suspend the Service in the event of communication failure.  
Decline the Service unless DataCab is at its own discretion satisfied that the proper security procedures have been followed and DataCab shall not be liable in any way for refusing the Service under these circumstances.
  - d. Decline to renew Cabcharge Cards or replace lost Cards if the Company should think it necessary or desirable.
  - e. Demand the return of the Card or any other material provided to the Customer or arising out of this Service and the Customer will, on receipt of such demand, return such items without delay and at their own cost.
- 3.2 The use of the word 'Cabcharge' and any printed material or design are copyright to the Company or its subsidiaries and the ownership of such material shall remain with the Company or its subsidiaries.

## 4. CABCHARGE ACCOUNT

- 4.1 The Customer shall:-
  - a. Take all reasonable measures to ensure the proper use of the Cabcharge Card and the authority for its use and ensure that any third party takes the like measures and complies with the conditions in this paragraph and will cease to use the Service promptly after the relevant Cabcharge Card and authority numbers cease to be valid.
  - b. Not to permit any person other than a proper or duly authorised party to use the Service.
- 4.2 The Customer shall immediately notify the Company on becoming aware that:-
  - a. The Cabcharge Card has been lost or stolen
  - b. The Cabcharge authority numbers have been irregularly disclosed
  - c. Any previously authorised person using the Cabcharge Card has had his or her authority terminated
  - d. In the event of any of the above taking place to take all practical steps to ensure that any authorised person duly notifies the Company immediately.
- 4.3 Validity  
The Cabcharge Card shall cease to be valid:-
  - a. On the expiry date shown on the Cabcharge Card; or
  - b. On the day in which the Service shall be terminated by the Company; or
  - c. When the Company is notified by the Customer of circumstances defined in paragraph 4.2 above.
- 4.4 Liability for Charges  
The Customer shall pay to the Company all applicable charges notwithstanding that some of the charges may relate to an unauthorised use of any part of the Service howsoever arising unless the Company has received notice in writing by the Customer of any of the circumstances as described in paragraph 4.2.

## 5. PAYMENT OF INVOICES

- 5.1 Subject to any other written agreement between the parties hereto: Invoices will be delivered to the Customer monthly.
- 5.2 The Customer agrees to pay in full within 21 days of the date the total of such invoices.

## 6. CREDIT LIMIT

At the time of opening an account, DataCab will set a limit on the total amount permitted to be outstanding at any time. DataCab will refuse to accept any further business in the event of the Credit Limit being exceeded. It will be the duty of the Customer to ensure that the use of the Service is operated within the Credit Limit. However DataCab is not under a duty to the Customer to limit the Service to the Credit Limit and if (at DataCab's absolute

discretion) DataCab should continue to provide Service over and above the Credit Limit, the full amount due to DataCab shall be payable by the Customer notwithstanding that the Credit Limit may have been exceeded.

## 7. TERMINATION

- The Service may be terminated as follows:
- 7.1 By either party giving the other 21 days written notice to the other.
  - 7.2 By DataCab immediately if the Customer (without prejudice to any other rights or remedy of DataCab):
    - a. Fails to pay when due any sums payable.
    - b. Commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed.
    - c. Fails to observe or perform or breaches any of the Terms and Conditions set out herein.
  - 7.3 Any waiver by DataCab of any breach by the Customer of these Terms and Conditions is limited to that particular breach. No failure or delay by DataCab to act upon a breach shall be deemed a waiver of DataCab's rights in respect thereof.

## 8. DISPUTES

- 8.1 In the event of any dispute concerning the calculation by DataCab of the Charges such dispute shall be notified to DataCab by the Customer within 21 days of the Invoice (time being of the essence). In the event of no such notification being received by DataCab, the Customer shall accept the amount specified in the Invoice as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.
- 8.2 Either party may refer any dispute arising under these Terms and Conditions (other than as to the amount of an Invoice, which shall be resolved as set out in clause 7.1) in the first instance to arbitration.

## 9. LIMITATION OF LIABILITY

- 9.1 DataCab has no obligation, duty or liability in contract tort for breaches of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 9.2 Whereas DataCab shall take every reasonable care to ensure that it will only supply Licensed Taxis driven by Licensed Cab Drivers subject thereto:
  - a. DataCab accepts no liability whatsoever whether in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions on the part of any Taxi driver assigned to DataCab.
  - b. In any event in no circumstances shall DataCab be liable in contract tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatever.
- 8.3 In any event in no circumstances shall DataCab be liable in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other parties in particular the providers of services by other Network Companies. This clause 8 shall remain in force notwithstanding termination of the Service. Nothing in these Terms and Conditions shall limit DataCab's liability to the Customer for death or injury resulting from DataCab's own negligence or that of its employees or for fraudulent misrepresentation.

## 9. VARIATION

DataCab may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the amended version to the Customer. The Customer shall then have 21 days from the date of being sent such variations to decline the same and to terminate the Service but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

## 10. SERVICE OF NOTICES

Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. Notices should be addressed to DataCab, Hygeia, 66-68 College Road, Harrow, Middlesex, HA1 1BE. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.

## 11. SEVERANCE

Any terms and conditions contained herein which in any way contravene the law of any state or region including the law of the European Economic Community in which the Service operates shall in such state or region to the extent of such contravention of law be deemed severable and shall not invalidate any other Terms or Conditions hereof.

## 12. FORCE MAJEURE

DataCab will not be liable for delay in performing its obligations under these Terms and Conditions or for failure to perform such obligations if the delay or failure resulted from circumstances beyond its reasonable control, including but not limited to Act of God, governmental act, flood, fire, explosion, accident, civil commotion, industrial dispute, lock out, transportation or communication problems.

## 13. LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

## 14. DEFINITIONS

In this contract unless the context otherwise requires: -

- 'Charges' means the total charges as set out in clause 2 above.
- 'Credit Limit' means the account limit set by DataCab in respect of each Customer pursuant to clause 5.1.
- 'Customer' means a company or individual who completes an application with DataCab for the Service.
- 'DataCab' is a division of Computer Cab plc.
- 'Invoice' means an invoice for the total of the Charges delivered by DataCab to the Customer in accordance with clause 4.
- 'Journey' means a journey undertaken by a taxi for or on behalf of a Customer.
- 'Net Invoice Balance' means the total of the Charges for the relevant period including administration charges but excluding VAT.
- 'Service Provider' means a member of the Computer Cab plc fleet.
- 'Service' means the provision of the services referred to in clause 1.1 above.

# Cars from Flightlink



Established in 1993 Flightlink is one of London's top executive car companies. Flightlink specialises in airport transfers, with further services covering all aspects of business, whether conveying corporate clients to hotels or appointments, staff to meetings, social functions, general work journeys or going home at night.

Our 24-hour service will enable your evening/late night personnel to be chauffeured home in comfort and safety.

## Our Charges Explained

### London

- fixed price based on postcode to postcode
- minimum charges will apply

### Outside London

- price will be based on mileage calculation
- minimum charges will apply

Executive, VIP and MPV vehicles have an additional charge per journey, these will be notified at the time of making a booking or requesting a quote.

Flightlink also offers a full range of transportation services for your private functions, theatre, race days, golf, weddings, concerts and social events.

Flightlink will transfer your parcels, packages, documents, computer disks and other goods with care and safety. Mobile telephones are available in all our vehicles for use by our passengers, charges are as follows:

Local/UK £1.00 per minute

European £1.50 per minute

Worldwide £2.00 per minute

**Advance bookings for weekends and public holidays are strongly recommended.**

Bookings can be made via fax, email or through our booking office 020 7537 4777, where one of our friendly booking agents will be happy to assist you.

**I agree to be bound by the terms and conditions (page 6). I agree that this application form may be used as part of a credit check undertaken by Flightlink International Limited.**

Signature of applicant \_\_\_\_\_

Print name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Please return the completed form in the prepaid envelope to:

Account Applications, Computer Cab plc, Hygeia, 66-68 College Road, Harrow, Middlesex HA1 1BE

# Terms and Conditions

# FLIGHTLINK

When making a booking, please quote your account number together with your own cost code (if applicable). The Terms and Conditions may be reviewed from time to time.

This copy of our current "T&C" is issued to customers on opening an account with us and governs our general terms of business. Revised "T&C" will be circulated to account holders.

1. The contract is a contract of supply. By placing a booking at Flightlink International Limited for services, the client is presumed to have agreed to these terms and conditions.
2. Requests for service should be preferably made in advance.
3. Customers should request a cancellation reference number when cancelling any pre-booking.
4. Flightlink International cannot be held responsible for any delays caused by traffic congestion, weather conditions, roadworks or incidents on roads or vehicle mechanical failure.
5. Unless otherwise instructed by the customers, the Chauffeur will travel by the route considered most appropriate on the day.
6. All vehicles are fully insured and covered under a comprehensive Hire & Reward Insurance policy, as required under British law. However whilst every care is always taken, customers property is carried entirely at their own risk and no responsibility can be accepted for loss or damage. Customers are therefore advised to check their own travel insurance.
7. The Company limits its liability to £100.00 in the event of any consequential losses arising.
8. The Company reserves the right (and delegates to its Chauffeurs the right) to refuse to carry any person who is thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the Chauffeur, the vehicle or the passenger(s).
9. A reasonable amount of ordinary passenger luggage is allowed, but luggage which in the opinion of the driver amounts to an excessive weight will not be carried.
10. Upon completion of each journey a payment authorisation docket or XDA must be signed by the passenger as proof of the journey and for the approval of any journey extras.
11. To avoid being billed for a 'no-show', customers should not leave the pickup location without first communicating with Flightlink Control on 020 7537 4777.
12. Customers will be held responsible for any damage to vehicles, fittings or equipment, through negligence, misconduct or any default of the customer or passenger(s) carried therein.
13. Additional charges apply for extra services. Extras include Airport Meet & Greet, waiting time, requests for Executive or MPV vehicles, use of mobile phone, travel on the M25 motorway, parking fees, additional stops, supply of baby seats and optional gratuity. Tariffs are available on request.
14. A 10 Minute grace period is allowed on pick-ups other than at airports, waiting time after this time is calculated retrospectively to the original pick-up time at the applicable waiting time tariff. A 30 Minute grace period is allowed at airports (excluding London City Airport) as part of the Meet & Greet service. Waiting time is charged after this time at the applicable rate.
15. Fares on the following public holidays are charged at double the normal rate: Christmas Eve after mid-day, Christmas Day, Boxing Day, New Years Eve after mid-day and New Years Day.
16. An administration charge will be added to each invoice. The minimum administration charge will be £4.00 per invoice. VAT is only applicable to the administration charge.
17. Accounts are invoiced monthly and payment is strictly 30 days.
18. Account queries will only be considered if raised within our 30 days credit terms.
19. Flightlink International Ltd cannot be held responsible for misuse of the account by the employees of the account holder or their agents.
20. The company reserves the right to use an approved affiliate supplier to fulfil any booking should we deem it necessary.