

## TERMS AND CONDITIONS FOR PASSENGER SERVICES

Titan 1812 Ltd trading as Mornington Cars (hereinafter referred to as “the Carrier”) accepts passengers, luggage, and personal items for carriage only upon the Conditions set out below.

No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner, or other authorised person.

If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000 now states: “The operator shall enter a contractual obligation as principal with the person making the private hire booking to provide the journey, which is the subject of the booking, and any such contractual obligation must be consistent with the 1998 Act and these Regulations.

We, the carrier, affirms that we shall enter into a contractual obligation as principal with the person making the private hire booking to provide the transport service, which is the subject of the Booking.

### Section 1: Definitions

“Customer” means the person or company who contracts with the Carrier for the services of the Carrier “Cancellation on Arrival Fee” means a fee charged where a Consignment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier

“Conditions” means the conditions of carriage set out in this document including any alteration, variation or amendment subsequently advised to the Customer by the Carrier

“Contract” means the contract of carriage between the Customer and Carrier on these Conditions, and applies to all bookings between the Customer and the Carrier

“Price List” means the list maintained by the Carrier of its charges for the Service and any ancillary charges quoted to the Customer or as published on the Carrier’s website prior to or at the time of the booking

“Luggage & Personal Items” means suitcases, trunks, bags or other similar items used by a Passenger to hold their personal possessions during the Service and including all other items such as, but not limited to (handbags, mobile phones, personal electronic devices, sunglasses, cameras and keys) brought by a Passenger into the Vehicle but not otherwise contained within a suitcase, trunk or bag.

“Passenger” means a person (including the Customer where applicable) who the Carrier agrees to transport from one place to another

“Service” means the carriage of passengers requested by the Customer

“Privacy Policy” means the Carrier’s Privacy Policy. You should refer to this by clicking here

## **Section 2: Carriage of Passengers and Luggage**

The principal customer/booker contracts as an agent on behalf of any and all Passengers

### **2.1 Right of Driver to refuse carriage**

- 2.1.1 The driver is responsible for the safety of the Vehicle and its occupants. Any Passenger whose conduct the driver reasonably believes to be drunken and disorderly, threatening, abusive, dangerous or in breach of any statutory regulation may be removed from a Vehicle or prevented from boarding.
- 2.1.2 The Customer will be responsible for the conduct of any Passenger and shall indemnify the Carrier for any damage or injury caused to the Vehicle driver or any third party's property by the Customer or any Passenger.

### **2.2 Loss of Passengers' Luggage**

- 2.2.1 The Passenger(s) shall always remain responsible for their Luggage & Personal Items and shall ensure that all their Luggage & Personal Items are loaded into the Vehicle prior to commencement of the Service and unloaded from the Vehicle upon completion of the Service.
- 2.2.2 The Carrier accepts no responsibility for any loss of / damage to Luggage & Personal Items or consequential losses arising because of Luggage & Personal Items which are not loaded to or unloaded from the Vehicle.

### **2.3 Passengers taken ill**

- 2.3.1 The Customer will be responsible for the conduct of the Passenger(s) and shall pay for any loss and/or damage caused by the Passenger(s) to the Vehicle or any other property, including but not limited to cleaning costs following any spillage or soiling of the Vehicle and any loss of earnings suffered by the Carrier or any sub-contractor or employee of the Carrier due to the Vehicle being out of use during such cleaning.

### **2.4 Waiting time – General**

- 2.4.1 The Passenger(s) and any Luggage or Personal Items shall be ready for collection at the time stipulated by the Customer when the booking is made. However, the Carrier will allow 5 minutes for waiting or loading, when picking up Passenger(s).
- 2.4.2 If all booked Passengers have not boarded the vehicle within 5 minutes the Carrier reserves the right to start charging the Customer for the total loading/waiting time (for the avoidance of doubt, excluding the first 5 minutes) in accordance with the Price List.
- 2.4.3 In any event the Carrier reserves the right to terminate the Contract at any time after the first 5 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

## **2.5 Waiting time – Collections from Airports, Seaports, and International Train Terminals**

- 2.5.1 In relation to collections of Passenger(s) from Airports, Seaports, or International Train terminals the Carrier will allow 40 minutes (starting from the last estimated arrival or disembarkation time known to the Carrier for the relevant aircraft train or ship) for waiting and loading.
- 2.5.2 If all booked Passengers have not boarded the vehicle within 40 minutes the Carrier reserves the right to start charging the Customer for the total loading/waiting time (for the avoidance of doubt, excluding the first 40 minutes) in accordance with the Price List.
- 2.5.3 In any event the Carrier reserves the right to terminate the Contract at any time after the first 40 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

## **2.6 Left Luggage**

- 2.6.1 The only obligation of the Carrier in relation to any Luggage & Personal Items or other items left behind by Passenger(s) in the Vehicle upon completion of the Service shall be to inform the Customer that such Luggage & Personal Items or other items have been found, and when and where they can be collected from the Carrier.

## **2.7 Animals**

- 2.7.1 The Carrier will not carry any animals other than Assistance Dogs accompanying the Passenger.

## **2.8 Seat belts/legal requirements/driver's hours**

- 2.8.1 The Customer and its Passenger(s) shall not require the driver of the Vehicle to break any provisions of the Road Traffic Acts, or the rules contained in the Transport Act 1968, as amended; the AETR Agreement; or the EU Regulations (EC Reg. 561/2006, as amended) relating to driver's maximum daily hours and rest periods.
- 2.8.2 The Passenger(s) shall comply with all applicable legislation and regulations including the requirement to wear seatbelts

## **2.9 Minors**

- 2.9.1 The Carrier will not carry any unaccompanied children under 14 years of age.

## **2.10 Route taken**

- 2.10.1 Unless otherwise instructed by the Passenger before the commencement of the Service, routes travelled will (in accordance with road, traffic, and weather conditions) be at the driver's discretion.

## **2.11 Missing flights/Delay**

- 2.11.1 It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of the Service. The Carrier gives any advice on journey times in good faith but

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 the Passenger(s) by the actual journey time (including but not limited to flight and hotel costs).

### **Section 3: General Conditions Commencement and end of Service – Carrier’s Period of Responsibility**

#### **3.1 Service Commencement**

3.1.1 The Service shall commence upon the arrival of the Vehicle for collection of the Passenger(s) at the place of collection designated by the Customer.

#### **3.2 Service Completion**

3.2.1 The Service shall terminate upon delivery of the Passengers at the agreed place of delivery.

#### **3.3 Right to sub-contract the Service**

3.3.1 The Carrier may engage any agent or sub-contractor to perform the Service and shall provide the name of such agent or sub-contractor to the Customer upon request Carrier’s charges

### **Section 4: Cost of Services**

#### **4.1 Pricing**

4.1.1 The Carrier’s charges shall be based upon the Price List, with VAT to be added if required by law

4.1.2 The Carrier’s charges are to be paid in full within 30 days from the date of the Carrier’s invoice, without any deduction or set off against any alleged claim against the Carrier. Any query by a customer in respect of the Carrier’s charges must be made in writing within 7 days of the date of the Carrier’s invoice

4.1.3 If the Carrier’s charges are not paid in full within 30 days from the invoice date, the Carrier shall thereafter be entitled to charge a late 10% fee on all outstanding amounts. Where the Customer is a commercial entity, interest and penalties shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4.1.4 No variation of terms. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent, or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

#### **4.2 Cancellations**

4.2.1 If the customer cancels their Contract with the carrier, then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance where: If the booking is for a passenger car, and that car has already been dispatched for the collection of the Passenger, then there will be a Cancellation on Arrival Fee. This fee will be equal to the

minimum charge for the tariff selected for that booking, which can be found on the Price List or requested from the Carrier.

#### **4.3 General indemnity against any charges incurred by Carrier the Customer shall indemnify the Carrier in respect of**

- 4.3.1 All consequences suffered by the Carrier (including but not limited to claims, costs, expenses, demands, proceedings, fines, penalties, damages, and loss of or damage to the carrying Vehicle and to other goods carried) arising as a result whether direct or indirect of any error, omission, misstatement or misrepresentation by the Customer or an employee or agent of either of them. All claims and demands whatsoever more than the liability of the Carrier under these Terms and Conditions.

### **Section 5: General Information**

#### **5.1 Equal Opportunities**

- 5.1.1 The Carrier is an Equal Opportunity Employer and has implemented a policy to promote equality in relation to disability, gender, race, age, religion or belief and sexual orientation. The Carrier will refuse to accept any booking which would contravene that policy.

#### **5.2 Severance**

- 5.2.1 If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

#### **5.3 Claims**

- 5.3.1 No claim shall be brought against any officer, employee, or sub-contractor of Titan 1812 Ltd trading as Mornington Cars

#### **5.4 Law and jurisdiction**

- 5.4.1 These Conditions and the Contract to which they apply shall be subject to English law, and any dispute between the Customer and the Carrier shall be subject to the exclusive jurisdiction of the English Courts.

## TERMS AND CONDITIONS FOR DELIVERY SERVICES

Titan 1812 Ltd trading as Mornington Cars (hereinafter referred to as “the Carrier”) accepts passengers, luggage, and personal items for carriage only upon the Conditions set out below.

No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner, or other authorised person.

If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000 now states: “The operator shall enter a contractual obligation as principal with the person making the private hire booking to provide the journey, which is the subject of the booking, and any such contractual obligation must be consistent with the 1998 Act and these Regulations.

### Section 1: Definitions

“Customer” means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

“Contract” means the contract of carriage between the Customer and the Carrier.

“Consignment” means goods, whether a single item or in bulk or contained in one parcel,

“Consignee” means the person or company to whom the Carrier contracts to deliver the Consignment.

“Consignment” means goods, whether a single item or in bulk or contained in one parcel, package, or container or any number of separate items, parcels, packages, or containers sent at one time in one load by or for the Customer from one address to one address.

“Dangerous Goods” means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom or authorised only under the conditions prescribed in accordance therewith.

“In writing” includes, unless otherwise agreed, the transmission of information by electronic, optical, or similar means of communication, including, but not limited to, facsimile, electronic mail, or electronic data interchange (EDI), provided the information is readily accessible so as to be usable for subsequent reference.

“Trader” means the owner of the Consignment, any other person having an interest therein and anyone acting on behalf of such owner or other person, including the Customer, sender, and Consignee.

### Section 2: Parties and Sub-Contracting

- 2.1 The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- 2.2 The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.
- 2.3 The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in Condition 2.2 above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- 2.4 Notwithstanding Condition 2.3 the carriage of any Consignment by rail, sea, inland waterway, or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway, or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

### **Section 3: Dangerous Goods**

- 3.1 Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed, marked, labelled, and documented in accordance with the statutory regulations for the carriage by road of the substance declared.

### **Section 4: Cancellations**

- 4.1 If the customer cancels their contract with the carrier, then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance where:

If the booking is for a courier, and that vehicle has already been dispatched for the collection of the goods, then there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for the tariff selected for that booking, which can be found on the Price List or requested from the Carrier.

### **Section 5: Loading and Unloading**

Unless the Carrier has agreed in writing to the contrary with the customer:

- 5.1 The Carrier shall not be under any obligation to provide any plant, power, or labour, other than that carried by the vehicle, required for loading, or unloading the Consignment. The Customer warrants that any plant, power, or labour required for loading or unloading the Consignment which is not carried by the vehicle will be provided by the Customer or on the Customer's behalf.

- 5.2 The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed to load or unload any Consignment requiring plant, power, or labour which, in breach of the warranty in 5.1 above, has not been provided by the Customer or on the Customer's behalf.
- 5.3 The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer.
- 5.4 The Customer shall indemnify the Carrier against all claims and demands whatsoever which could not have been made if such instructions as are referred to in 5.1, 5.2 and 5.3C of this Condition and such service as is referred to in 5.4 of this Condition had not been given.

## **Section 6: Signed Reports**

- 6.1 The Carrier shall, if so required, sign a document or electronic record prepared by the sender acknowledging the receipt of the Consignment but the burden of proving the condition of the Consignment and its nature, quantity, or weight at the time of collection shall rest with the Customer.

## **Section 7: Transit**

Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

- 7.1 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district:  
Provided that:  
if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so, previously agreed in writing) of the arrival of the Consignment at the Carrier's premise has been sent to the Consignee;
- 7.2 when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall also be deemed to end.

## **Section 8: Undelivered or Unclaimed Consignments**

- 8.1 Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6.2 hereof transit is deemed to be at an end, the Carrier may sell the Consignment and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage:

Provided that:



- 8.2 The Carrier shall do what is reasonable to obtain the value of the Consignment; and the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

## **Section 9: Carrier's Charges**

- 9.1 The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person: Provided that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- 9.2 Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Carrier become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Carrier shall immediately be deemed due for payment and thereupon become payable.
- 9.3 The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

## **Section 10: LIMITATIONS AND EXCLUSIONS**

The Company shall not undertake the carriage or delivery of:

- 10.1 Monies or securities (whether cash, cheques, banker's drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form whatsoever) of whatever amount or value.
- 10.2 Any goods or property (of whatsoever nature) of an intrinsic value of more than £100
- 10.3 Any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or
- 10.4 Any goods or property (of whatsoever nature) 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.
- 10.5 The Company shall be entitled to destroy or dispose of goods or property referred to in clauses

10.6 and in such manner as the Company thinks fit if in the Company's opinion it is proper to do so, and the Company shall account to the Customer for money it receives (if any) on such destruction or disposal in excess of the costs incurred by the Company in so disposing of or destroying the goods or property.

Without prejudice to the provisions of the above, the Company shall not in any event be liable directly or indirectly for: -

10.7 Consequential loss (whether for loss or profit or otherwise) and/or

10.8 Loss, damage and/or breakage to China, glass ceramics or other breakables whether arising from the acts, omissions, or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever.

Without prejudice to the generality the above the Company shall not be liable for any loss and/or damage arising directly or indirectly from: -

10.9 Breakdown, accident, adverse weather conditions.

10.10 Any act or omission on the part of the Customer.

10.11 Any clause, act or circumstance beyond the control of the Company (including, without limitation, any strike, (official or not) lock-out or other form of industrial action or labour dispute, governmental regulations, 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, acts of terrorism, rebellion, military or usurped power, confiscation, requisition or destruction of or damage to property by or upon the order of or in the name of any Government

10.12 Inadequate or inappropriate packaging of goods, or incorrect or inadequate labelling or instructions received from the customer and/or

10.13 The Company being prevented or hindered from delivering the goods or property

10.14 Without prejudice to the generality and effect of the foregoing provisions of this clause 8 the liability of the Company for each delivery or courier service undertaken by the Company howsoever arising and whether direct or indirect and including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever shall in any event be limited to the lesser of:- £150 or The intrinsic value of the goods or property comprised in such delivery or courier service

10.15 The provision of clauses apply to liability for loss or damage to goods or property and do not apply to liability for death or personal injury.

## **Section 11: Fraud**

11.1 The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

## **Section 12: Time for Claims**

The Carrier shall not be liable for:

- 12.1 damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within fourteen days, after the termination of transit;
- 12.2 any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.

Provided that if the Customer proves that,

- 12.3 it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
- 12.4 such advice or claim was given or made within a reasonable time, the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition

## **Section 13: Law and Jurisdiction**

Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

## **Section 14: Account Customers**

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, courier or delivery 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. 1. Charges - The charges payable by the Customer for the Services ("the Courier Charges") shall be at the rate specified in the Company's schedule of charges as in force. A 10% service/admin charge will be added to all invoices or a fixed price per service provided for account customers.

## **Section 15: Payment for Services**

It is a condition of this agreement that invoices shall be paid in full within 30 days of issue thereof. Should any invoice not be paid within 30 days any outstanding invoices shall immediately become due and payable. Without prejudice to the Company's rights here under 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 a 10% late payment charge will apply to that Invoice. The Customer shall not be entitled for any reason to withhold payment of monies due to the Company and 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. INVOICE LIMIT At any time of opening the Customer 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.