

Corporate Account Application Form



Please complete all sections of the form sign, and return to:
Account Applications, Computer Cab (Liverpool) Ltd, 5-7 Falkland Street, Liverpool, L3 8HB

Company Details

Company Name

Address

City

Postcode

Telephone

Fax

Principal Contact for Correspondence

E-mail Address

Company Registration Number

Authorised Users

Title	Initials	Surname	Title	Initials	Surname

Invoicing Details (if different from above)

Address

Postcode

Telephone

Fax

Principal Contact for Correspondence

E-mail Address

Do you wish to use a reference for each journey Yes/ No
(If yes, please contact the admin office to discuss security numbers)

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 this application.

Mersey Cabs charges per journey

Meter (cost of the journey = Hackney Carriage Tariff)

Credit limit (Please indicate your desired level of credit) £ _____

Administration fee: 17.5%

Driver gratuity: Passenger discretion

VAT is charged at the standard rate on the administration fee only.

I agree to be bound by the terms and conditions (overleaf)

I agree that this application form may be used as part of a credit check undertaken by Mersey Cabs and/or their nominated agents.

Signature of applicant

Print name

Position

Date

Telephone (Administration Office) 0151 298 2060

Fax 0151 298 2526

Email admin@merseycabs.co.uk

www.merseycabs.co.uk

OFFICE USE ONLY

AC NO

CREDIT ANALYSIS CODE

DATE OPENED

REFERENCE

CREDIT LIMIT CODE



A member of COMFORTDELGRO

MC.CA/0509

Terms and Conditions – Computer Cab (Liverpool) Ltd

1. Definitions

1.1 The Terms and Conditions governing the provision of Radio Taxi booking and/or account services provided by Computer Cab (Liverpool) Ltd or its subsidiaries with the exclusion of any other oral or written statement or agreement whatever its legal character.

1.2 In this contract:-

- a. "The Company" means Computer Cab (Liverpool) Ltd.
- b. "Service" means the provision of the services referred to in clause 1.1 above and further contained herein.
- c. "Charges" means the total charges as set out in clause 2 hereof.
- d. "The Customer" means a company or individual who completes an application with the Company for the service.
- e. "Invoice" means an invoice for the total of the charges delivered by the Company to the Customer.
- f. "Net Invoice Balance" means the total of the charges for the relevant period including administration charges but excluding VAT.

2. Charges

The Customer agrees to pay to the Company:-

2.1 For all journeys undertaken by a Driver of a Taxi provided by the Company:-

The metered fare applicable at the time of each relevant journey or the rate as may otherwise be agreed with the Company in writing plus all other agreed charges including administration charges.

3. The Rights and Powers of the Company

3.1 The Company reserves the right to:-

- a. Alter any account number or the Invoice 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 Invoice limit is exceeded.
- d. Suspend or temporarily suspend the Service in the event of communication failure.
- e. Decline the Service unless the Company is at its own discretion satisfied that the proper security procedures have been followed and shall not be liable in any way for refusing the Service under these circumstances.

4. Payment of Invoices

Subject to any other written agreement between the parties hereto:

- 4.1 Invoices will be delivered monthly.
- 4.2 The Customer agrees to pay in full within 21 days of the date the total of such invoices.
- 4.3 The Company shall be entitled to charge interest on the balance of any account remaining unpaid for a period of more than 21 days at the rate of 15% per annum.
- 4.4 The company shall be entitled to charge the customer for any collection costs including legal fees incurred in collection of an overdue payment.

5. Invoice Limit

At the time of opening an account the Company will set a limit on the total amount outstanding. The Company will refuse to accept any further business in the event of this limit being exceeded. It will be the duty of the Customer to ensure that the use of the Service is operated within the Invoice limit.

However the Company is not under a duty to the Customer to limit the Service to the Invoice limit and if in their absolute discretion the Company should continue to provide Service over and above the Invoice limit the full amount due to the Company shall be payable by the Customer notwithstanding that the Invoice limit may have been exceeded.

6. Termination

The Service provided by the Company may be terminated as follows:

- 6.1 By either party giving the other 21 days written notice.
- 6.2 Immediately if the Customer (without prejudice to any other rights or remedy of the Company):
 - 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.
- 6.3 Any waiver by the Company of any breach by the Customer of these Terms and Conditions is limited to that particular breach. No delay by the Company to act upon a breach shall be deemed a waiver.

7. Disputes

7.1 In the event of any dispute concerning the calculation by the Company of its charges such dispute shall be notified to the Company by the Customer within 21 days of the Invoice (time being of the essence). In the event of no such notification being received by the Company the Customer shall accept the amount as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.

7.2 Any dispute arising under the Terms and Conditions which does not involve a complicated issue of law shall be referred in the first instance to arbitration.

8. Limitation of Liability

8.1 The Company 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.

8.2 Whereas the Company shall take every reasonable care to ensure that it will only supply Licensed Taxis driven by Licensed Cab Drivers subject thereto:

- a. The Company takes no liability whatever whether in contract tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions on the part of the Taxi driver assigned to the Company.
- b. In any event in no circumstances shall the Company 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 the Company 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 Companies within the Authorised Cabcharge Network.
- 8.4 Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held as incapable or unreasonable in any circumstances and shall remain in force notwithstanding termination of the Service.

9. Variation

The Company may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same 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. 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.

