

Personal Account Application Form



Mersey Cabs has the largest taxi fleet in Liverpool and we provide our credit account customers with a fast and reliable personal service throughout the city. A personal account provides a priority service for private use.

Principal Account Holder

Mr	Mrs	Ms	Miss	Date of Birth (DD/MM/YY)					
First Names				Surname					
Address									
Postcode									
Telephone					Fax				
Mobile					E-mail Address				
Company Registration Number									

If less than 3 years at this address please give previous address

Address									
Postcode									

Employment Details

Employer Name									
Employer Address									

Additional Authorised Account Users

Title	Initials	Surname	Title	Initials	Surname

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.

Method of Payment

Please indicate your preferred method (If selecting Direct Debit Mandate please complete the relevant form)

Direct Debit Mandate Cheque

Your application will be assessed by our searching the files of Credit Reference Agencies. Any details provided by you or relating to your application for an Account with us will be held in our computer records and disclosed to our Credit Reference Agencies.

Please tick this box if you agree to our providing this information to our Credit Reference Agencies

If you do not tick this box we will be unable to progress your application for an Account

If you do not agree to our using any details that you have provided us with about you and/ or your application for an Account for selected marketing purposes please tick here

Please enclose two original and recent utility bills bearing your name and address. These will be returned to you.

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

Date

Please complete all sections of the form sign, and return to:

Account Applications, Computer Cab (Liverpool) Ltd, 5-7 Falkland Street, Liverpool, L3 8HB

OFFICE USE ONLY

AC NO	CREDIT ANALYSIS CODE	DATE OPENED
	REFERENCE	CREDIT LIMIT CODE



A member of COMFORTDELGRO

MC.PA/0509

Terms and Conditions – Computer Cab (Liverpool) Ltd

1. Definitions

In this contract:-

- a) "The Company" means Computer Cab (Liverpool) Ltd or its subsidiaries.
- b) "Service" means the provision of radio taxi booking and/or account services and such further services as are referred to in these terms and conditions below. For the avoidance of doubt all taxi journeys are provided by the Taxi Driver and not the Company.
- c) "Charges" means the total charges as set out in clause 2 below.
- d) "Customer" means an 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) "Journey" means a journey undertaken by a Taxi Driver for or on behalf of a Customer or any journey taken with any company within the Authorised Cabcharge Network and which journey is charged to the Account.
- g) "Authorised Cabcharge Network" means those companies authorised to carry on business and accept bookings by means of the Cabcharge Card.
- h) "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.
- i) "Taxi Driver" means the owner and/or operator of a taxi booked through the Company. For the avoidance of doubt the Taxi Driver is not an agent or employee of the Company.
- j) "Account" means a monthly credit account for taxi journeys accessed by a secure code or codes or a Cabcharge Card or cards which are secured by a unique PIN number or numbers.
- k) "The Metered Fare" means the amount shown on the sealed meter in the cab at the completion of your journey. For journeys undertaken within the London Metropolitan District only the metered fare is collected by the Company as the agent of the driver.

2. Charges

The Customer agrees to pay to the Company:-

- 2.1 For all Journeys undertaken by a Taxi Driver the Metered Fare applicable (including any run-in charge) at the time of each relevant journey plus the other charges as set out in the Company's Standard Account Tariff as published from time to time or such other rate as may otherwise be agreed with the Company in writing.
- 2.2 For all Journeys undertaken by a Taxi Driver or the driver of a Taxi provided by taxi companies in other cities within the Authorised Cabcharge Network ("Network Company"):-
 - a) The metered fare or such other charge as may be applicable at the time for the Journey and as previously published by the Network Company plus any local booking charge of the Network Company. Details of all such charges are available from the relevant Network Company whose address and telephone number appear in the Cabcharge International Directory copies of which are available on request.
 - b) A service charge of 12.5% (minimum charge £2.00) on all Journeys undertaken within the United Kingdom (including Northern Ireland).
- 2.3 For all Journeys undertaken in addition to those fares and Charges contained in the preceding clauses all local or other taxes including VAT at the appropriate rate will be charged as required by law. A full explanation of our charges is set out on the inside back cover of our brochure "All you need to know about your Computer Cab taxi service". A copy of this is attached to these Terms and Conditions. Further copies are available on request from the Company.

3. The Rights and Powers of the Company

3.1 The Company reserves the right to:-

- a) Alter any Account number or security code number or the Invoice limit at any time upon 21 days notice to the Customer of such changes.
 - b) Change the rules or instructions concerning the use of any part of the Service from time to time upon 28 days notice of such change to the Customer.
 - c) Suspend the Service in the event of communication failure or if the Invoice limit is exceeded.
 - d) Decline the Service unless the Customer can provide the security information requested at the time of booking or upon notification of the circumstances set out in clause 4.2 below.
 - e) Decline to renew Cabcharge Card(s) or replace lost Cabcharge Card(s) if the Company reasonably believes that there is a valid reason for doing so. Examples of such reasons might be that the card is used or lost in circumstances which may cause or might have caused loss to the Company or that the Customer or any cardholder authorised by the Customer is in breach of any of these Terms and Conditions at the time of renewal or loss or that the circumstances of any loss of any Cabcharge Card(s) are incompatible with its proper use (this is not a definitive list). If we decline to renew or replace any Cabcharge Card(s) we shall notify you in writing of our reasons for so doing. If we decline to renew or replace any Cabcharge card(s) this will mean that the Service is withdrawn with immediate effect.
- 3.2 The use of the word "Cabcharge" and any printed material or design are copyright to the Company and the ownership of such material shall remain with the Company.

4. Cabcharge Account

- 4.1 The Customer shall be responsible for payment of all Journeys booked to the Account where the proper security information requested at the time of booking has been provided.
- 4.2 The Customer must use their best endeavours to notify the Company as soon as possible on becoming aware that:-
 - a) Any Cabcharge Card issued on the Account has been lost or stolen.
 - b) The Account number or security numbers have been wrongly disclosed such that the security of the Account or Cabcharge Card may be compromised and shall then confirm such notification in writing within 7 days.
- 4.3 Validity
The Cabcharge Card and Account shall cease to be valid:-
 - a) On the expiry date shown on the Cabcharge Card or;
 - b) On the day that the Service shall properly be treated as terminated by the Company or by the Customer in accordance with clause 7 below 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 unless the Company has been previously notified by the Customer of the relevant circumstances as described and as required in paragraph 4.2 above save where such an unauthorised use is as a result of any negligence on the part of the Company.

4.5 The company shall be entitled to charge the customer for any collection costs including legal fees incurred in collection of an overdue payment.

5. Payment of Invoices

Subject to any other written agreement between the parties hereto:-

- 5.1 Invoices will be delivered monthly.
- 5.2 The Customer agrees to pay in full within 21 days of the date of such invoices.
- 5.3 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 10% per annum accruing daily.

6. 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.

7. Termination

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

- 7.1 By either party giving the other 21 days written notice.
- 7.2 Immediately if the Customer (without prejudice to any other rights or remedies 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.
 - c) If we decline to renew or replace any Cabcharge Card(s) under Clause 3 (e) above.
- 7.3 Upon 7 days notice if the Customer fails to observe or perform or breaches any of the obligations in these terms and conditions.
- 7.4 No delay by one party to act on a breach by the other shall be deemed a waiver.

8. Disputes

In the event of a dispute the Customer shall advise The Customer Service Department giving as many details of the journey or journeys in question as possible (including details of the Taxi Driver or his badge number, the destination and all relevant dates and times). The Company will endeavour to reply within 21 days with their response and the Company's reasons for such response.

9. Limitation of Liability

- 9.1 a) The Company will take reasonable care to ensure that it supplies only licensed taxis driven by licensed Taxi Drivers.
 - b) However the Company accepts no liability whatsoever in contract or tort or otherwise for the acts or omissions of a Taxi Driver whether in the management or driving of his vehicle or otherwise. For the avoidance of all doubt, neither the Company nor the Taxi Driver regard the Taxi Driver as a servant, agent or employee of the Company. All licensed Taxi Drivers are legally obliged to carry their own insurance to cover any passenger in respect of any insurable event in respect of which the licensed Taxi Driver is held to be liable. The Company does not hold and cannot reasonably obtain such insurance itself.
 - 9.2 The Company will not be liable for death or personal injury or loss of or damage to personal or other property caused by the negligence or other breach of duty of a Taxi Driver.
 - 9.3 The Company will be liable for death or personal injury caused by its own negligence (as opposed to the negligence of the driver or any other person) in accordance with statute and the law of tort, but with a limit for any one claim of £5,000,000 (five million pounds). Apart from such negligence the Company will not be liable for in respect of the death or personal injury of any person.
 - 9.4 The Company accepts no liability to any Customer for any loss except as provided for by these Terms and Conditions or by statute.
 - 9.5 Except for loss arising as described in 9.3 above the Company shall not be liable for any loss except in so far as it is the consequence of a breach of these Terms and Conditions or of the negligence in tort of the Company or its employees or agents and with a limit of £100 for any single booking or journey or cause of action.
 - 9.6 Where the performance by the Company of its obligations under these Terms and Conditions is affected by events beyond its reasonable control (including but not limited to traffic congestion, roadworks, weather conditions or technical breakdown or malfunction) the Company will inform the Customer of any such event of which it is aware as soon as it is reasonably able to do so. The Company will on the happening of such events comply with its obligation to provide the Service as soon as it is reasonably able to do so. Except for these obligations, the Company will have no liability for any loss or claim arising from or caused or contributed to by such events.
 - 9.7 The Company accepts no liability in contract or tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other parties including other companies within the Authorised Cabcharge Network.
- ## 10. Variation
- The Company may from time to time amend these Terms and Conditions and/or its' standard published Tariff 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 amendments to decline the same and to terminate the Service but in the absence of such termination they will be bound by such variations.

11. Third Party Rights

For the avoidance of doubt, nothing in these terms and conditions shall confer or purport to confer on any third party any benefit under or the right to enforce any term of this contract. Only the Customer shall have such right or benefit. For the purposes of the Contracts (Rights of Third parties) Act 1999, and generally, no other person, including authorised Cabcharge Card holders who are not the Customer, and including but not limited to any other person travelling or intending to travel on a Journey shall have any such right or benefit.

12. 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 their last known address. 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 posting.

13. Severance

Any Terms and Conditions which in any way contravene the law of any state or region in which the Service is provided (including the law of the EEC) will be deemed severable to the extent that they contravene that law and that the service is provided in that state or region. The remainder of these Terms and Conditions will stand and bind the parties.

