



168 Bambury Street  
Stoke on Trent  
ST35BP  
Phone: 07880 365000  
Email: info@topgeartravel.co.uk  
Web: www.topgeartravel.co.uk

## CREDIT ACCOUNT APPLICATION FORM

Please complete the following and return to: info@topgeartravel.co.uk

### SECTION 1 – COMPANY DETAILS

Company Name: \_\_\_\_\_

Registration No. \_\_\_\_\_

Address: \_\_\_\_\_

Account Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Due to the risk of unauthorised use of accounts (by ex-employees for example) we strongly urge all account holders to choose our password protection option. This will require your chosen password to be submitted every time authorised staff request that journeys be charged to your account. Email bookings from a company email address do not require a password.

We Require a Password on our Account      YES / NO

OUR CHOSEN PASSWORD IS: \_\_\_\_\_

We want the above password to authorise any bookings charged to our account. Should any person attempt to book a taxi on our account the booking will be refused.  
Any changes to the password will be made by email.

Signature:

Print:

Date:

## SECTION 2 – PAYMENT TERMS

At the end of each journey the system will calculate your mileage and fare will be automatically uploaded to the drivers in car PDA based on the journey taken. Any waiting time and extras will be entered manually by the driver.

Fares are payable direct to Topgear Travel via invoice.

Topgear Travel invoice on a calendar monthly basis and each invoice will show a comprehensive list of all journeys.

Payment is due 30 days net.

**TOPGEAR TRAVEL DO NOT CHARGE AN ADMIN FEE TO THEIR ACCOUNT CUSTOMERS.**

## SECTION 3 – ORDERING TAXIS ON ACCOUNT

When requesting a booking you must quote your unique ACCOUNT NUMBER and ACCOUNT NAME, along with (if requested by you), your nominated password to our staff when submitting credit bookings by telephone.

If you require access to booking your journeys via email you can do so by emailing all the relevant booking details to [info@topgeartravel.co.uk](mailto:info@topgeartravel.co.uk)

The details you submit when booking credit journeys form part of the invoice we send to you, so we require full details of all pick-ups and drop-offs when placing each booking.

## SECTION 4 – TERMS AND CONDITIONS

### 1. Definitions

In these Terms the following expressions shall have the following meanings unless inconsistent with the context:

“Application Form” means the form accompanying these Terms provided to the Client for completion and signature which sets out the details of the Client and the Services together with all other relevant details relating to the Services.

“Client” means the person, firm or company who purchases Services from the Company whose details are set out within the Application Form.

“Client Password” means the password as nominated by the Client under the Application Form.

“Contract” means the Company's acceptance of the Application Form.

“Company” Topgear Travel of 168 Bambury Street, Stoke on Trent. “Driver” means the self-employed driver of a licensed taxi which the Company has booked to provide the Services in accordance with these Terms.

“Fares” means the amount charged by the Driver for each Journey undertaken by the Client and/or the Intended Passenger and which the Company will collect on behalf of each Driver in accordance with these Terms.

“Intended Passenger” means those parties nominated by the Client and who are to undertake a Journey.

“Journey(s)” means the journey taken by the Client and/or the Intended Passenger following a booking made under the Services.

“Services” means the taxi booking service and the co-ordination and administration of the Driver undertaking and providing the Journeys but not the provision of the Journey itself which shall be the responsibility of each relevant Driver.

## 2. Application of conditions

### 2.1. These Terms shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in any other document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2. The Client's completion of the Application Form constitutes an offer by the Client to purchase the Services on these Terms, no offer placed by the Client shall be accepted other than:

- (a) by a written acknowledgement issued and executed by the Company; or
- (b) (if earlier) by the Company starting to provide the Services;

when a contract for the supply and purchase of the Services on these Terms will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any other document shall not govern the Contract.

2.3. The Company reserves the right at its absolute discretion to reject an Application Form provided by a Client and decline to enter the Contract.

### 3. Commencement and duration

3.1. The Services to be supplied under the Contract by the Company to the Client shall commence from the date of acceptance by the Company of the Client's offer in accordance with clause 2.2.

3.2. The Services supplied under the Contract shall be supplied until the Contract is terminated in accordance with clause 9.

### 4. Company's obligations

4.1. The Company shall use reasonable endeavours to provide the Services to the Client.

4.2. The Company shall use reasonable endeavours to meet any performance dates and times requested by the Client but such performance dates and times shall be estimates only and time shall not be of the essence for performance of the Services nor for the Journeys.

4.3. Where the Client has chosen a Client Password the Company is not obliged to take any bookings unless the Client is able to provide the Client Password when making the booking.

4.4. Notwithstanding the provisions of clauses 4.1 to 4.3 the Company may refuse, in its absolute discretion, to provide the Services and take any bookings at any time and for any reason.

4.5. Once a booking has been confirmed between the Company and the Client, the Client will be liable for all Fares incurred from the time of the booking to the completion of the Journey.

### 5. Client Obligations

#### 5.1. The Client shall:

- (a) co-operate with the Company in all matters relating to the Services; and
- (b) provide to the Company, in a timely manner, such information as the Company may reasonably require and ensure that it is accurate in all material respects.

5.2. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants, employees or the Intended Passenger, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3 If the Client wishes to cancel a booking it must inform the Company as soon as possible after the Journey has been booked, notwithstanding the foregoing the Company may (at its absolute discretion) charge the Client the Cancellation Fee.

5.4. The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's and/or the Intended Passenger's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Client in writing.

5.5 It is the responsibility of the Client to ensure that any use of the Services has been authorised by them as the Client will be liable for all Fares incurred in accordance with these Terms.

### 6. Charges and Payment

6.1 The Client agrees to pay the aggregate Fares for all Journeys undertaken during each calendar month which shall be payable to, and collected by, the Company as the agent for each Driver.

6.4. The parties agree that the Company may review and increase the Fares provided that such charges cannot be increased more than once in every six-month period. The Company will give written notice of the increase one calendar month before the proposed increase.

6.5. The Company shall raise invoices on a monthly basis for the Fares incurred during that calendar month (in accordance with clause 6.1). The Client shall pay each invoice submitted by the Company in full and in cleared funds within 30 days.

6.6. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company the Invoice on the due date for payment, the Company may:

(a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of The Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest and compensation immediately on demand. The Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) suspend all Services until payment has been made in full.

6.7. Time for payment shall be of the essence of the Contract.

6.8. All sums payable to the Company under the Contract shall become due immediately on its termination, notwithstanding any other provision under the Contract. This clause 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.9. The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client.

## 7. Confidentiality

7.1. Subject to clause 7.2, the Services provided to the Client will be treated by the Company in confidence and the Company will take reasonable steps to keep such matters confidential as may be required by the Client in writing save for such information which:

(a) is now or hereafter becomes available in the public domain other than through the fault of the Company or any of its members, directors, employees, sub-contractors, or advisers.

(b) is already or becomes known to the Company or any of its members, directors, employees, sub-contractors or advisors at the time of its disclosure.

(c) is required by law, by any court of competent jurisdiction, by a governmental or regulatory authority or where there is a legal duty or requirement to disclose.

7.2. The Company shall be entitled to describe the general nature of the Services for sales, marketing and public relations purposes.

## 8. Liability

8.1. This clause 8 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of any breach of the Contract, any use made by the Client of the Services or any part of them and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3. Nothing in these Terms limits or excludes the liability of the Company:

(a) for death or personal injury resulting from the Company's negligence; or

(b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.

8.4. Subject to clause 8.2 and clause 8.3: (a) the Company shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(b) the Company will not be liable for any delays in the Journey, it is the Client's and/or the Intended Passenger's responsibility to allow enough time for the Journey to be completed and the Company shall not be liable for (without limitation) any losses, liabilities, costs or claims suffered by the Client and/or Intended Passenger due to any delay in the Journey;

(c) the Company shall accept no liability for damage sustained to any luggage carried howsoever and whensoever arising and all luggage carried shall be at the Client's and/or Intended Passenger's risk; and

8.5 The Company acts as agent for the Driver in relation to the provision of the Services and shall not be liable for, and accepts no liability in respect of, any damage, loss or liability incurred by the Client and/or the Intended Passenger arising from any act or omission of the Driver.

## 9. Termination

9.1 Subject to clauses 9.2 and 9.3, without prejudice to any other rights or remedies which either party may have, either party may terminate the Contract without liability to the other party on giving the other party not less than 28 days written notice.

9.2. The Company may immediately terminate the Contract on giving notice to the Client if:

(a) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

(b) the Client commits a material breach of any of the material terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of having been notified in writing of the breach:

(c) the Client repeatedly breaches any of the terms of the Contract in such a manner as to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

(d) the Client has a receiver, administrative receiver or administrator appointed over all or any part of its assets or undertakings or passes a resolution to wind up or has a liquidator appointed; or

(e) the Client's or Intended Passenger's behaviour during any Journey is, in the Company's absolute discretion, unacceptable.

9.3. The parties acknowledge and agree that any breach of clauses 4, 5 and 6 shall constitute a material breach for the purposes of this clause 9.

9.4. On termination of the Contract for any reason:

(a) the Client shall pay all monies due to the Company on receipt of an invoice; and

(b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

9.5. On termination of the Contract (however arising) the following clauses shall survive and continue in full force and effect clause 7 (Confidentiality), clause 8 (Liability), clause 9 (Termination) and clause

10.9 (Governing Law and Jurisdiction).

## 10. Miscellaneous

10.1. The Company shall not be in breach of the Contract, nor liable for any failure or delay in performance of the Contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following: acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law); fire, explosion or accidental damage; loss at sea; extreme adverse weather conditions; collapse of building structures; any labour dispute, including but not limited to strikes, industrial action or lockouts; and non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause).

10.2. These Terms together with any documents referred or attached constitute the entire agreement between the parties with respect to the subject matter hereof. All previous agreements or understandings with respect to the subject matter hereof, whether written or oral, are superseded and voided hereby. Subject to clause 10.10 no amendment or modification of these Terms shall be valid unless in writing and signed by both parties.

10.3. If any provisions of these Terms are held to be unenforceable by a court of competent jurisdiction, they shall be construed as if such provision did not exist and the unenforceability of such provision(s) shall not render any other provision of these unenforceable.

10.4. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

10.5. Neither party shall assign or transfer its interest in the Contract without the prior written consent of the other; provided however that nothing contained in this clause 10.5 shall prevent the Company from employing such consultants, associates or subcontractors as the Company may deem appropriate. The covenants and agreements contained herein shall apply to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10.6. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.7. The Contracts (Rights of Third parties) Act 1999 shall not apply to the Contract.

10.8. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address detailed in the Application Form or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. This clause shall not apply to the service of any proceedings or documents in any legal action.

10.9. The Contract is governed by the laws of England and Wales and is subject to the jurisdiction of the English Courts.

10.10. The Company may take steps to implement any variations to these Terms (without requiring the Client's prior written consent) necessary in order to ensure they are compliant with the requirements of the Hackney Carriage Office and/or the Ministry of Transport and any other laws, regulations or codes of practice applicable to the Company and/or the Services.

Signed:

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Print Name:

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Position:

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Date:

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(TOPGEAR TRAVEL USE ONLY)

Account Number:

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Account Name:

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Account Password:

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Credit Limit:

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Signed:

(on behalf of Topgear Travl)

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Date:

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