



www.brightontaxis.com
38 Montpelier Crescent, Brighton, BN1 3JL
Andrew Beale & Tony Breslin

Account Application Form

Brighton and Hove Radio Cabs Ltd, the largest privately-owned taxi company on the south-east coast.

We have been established for over 50 years and specialise in offering a fast, efficient and reliable taxis service to businesses, residents and visitors with in the city of Brighton & Hove, District of Adur and Worthing.

Open 24 hours a day, 365 days of the year, we operate a mixed fleet of over 300 fully licensed hackney carriage and private hire taxis ranging from saloons to 8-seater vehicles.
We also have executive cars available on request.





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Please complete all sections of the form where required

Company Details

Company Trading Name		
Address		
Post Code		
Company Telephone Number		
Principle Contact for Correspondence		
D.O.B		
Estimated Monthly Expenditure of Company £		
Company Registration Number		
Password for account purposes		
Email Address		
Bank Account:	Account no.	Sort Code. - -

N.B. We need you to attach a sheet of your company headed paper with your application.

Invoicing Details (if different from above)

Address	
Post Code	
Company Telephone Number	Mobile
Principle Contact for Correspondence	
<small>THINK GREEN - If you do not want your invoice to be emailed, tick here <input type="checkbox"/></small>	
Email Address	

A flat administration fee of 10% applies to all trips.

I agree to the terms and conditions

Signature of Applicant <small>(To be signed by a Senior Manager, Partner or Director)</small>
Print Name
Date
Position



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Account Terms & Conditions

The Account

Brighton & Hove Radio Cabs Limited (“the company”) acts as a collection agency, on behalf of its sub contract drivers in respect of services they provide (“the services”) in accordance with the instructions provided by those requiring the services (“the customer/s”).

These Terms and Conditions and any other properly incorporated documents or such things apply to all Account customers, represent the entire agreements and understanding between both parties, supersede any previous agreement or understanding between the parties, exclude any other terms and conditions which the customer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms and conditions inconsistent with them or maybe contained in any offer acceptance or counter offer made by the customer.

The customer acknowledges that in setting up an Account, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to fullest extent permitted by law.

Alterations to these Terms and Conditions will only be valid if authorised, in writing, by a director of the company.

Opening of Account and Data Protection

The completion and submission of an Application Form by a customer does not constitute any binding agreement but is merely an application to be considered by the company. As part of this procedure, the company will make a search on the customer with a credit reference agency solely for checking financial status, and, where the customer is a company, may also make enquiries about the principal directors and/or shareholders of the company. To protect itself and other taxi companies against non-payment, the company shares information with other taxi companies about customers with a history of non-payment or poor payment, and customers hereby acknowledge that by signing the Application Form consent is given to the company to make the above searches and share the aforementioned information. All such information shall only be held for as long as necessary, If the company is satisfied, after making the necessary searches and enquiries, that an account shall be opened, the company will notify you by telephone, fax, e-mail or in writing that your Application has been accepted, subject to these Terms and Conditions.





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Throughout the duration of the Account a monthly Administration Fee shall be payable for every month in which the Account is used. 10% of the invoiced total and VAT will be shown on each invoice. No Administration Fee shall be payable for any month in which no use is made of the Account. The company shall notify the customer in advance of any increase in the Administration Fee, and the customer shall have a period of two weeks from the date of notice to cancel the Account before the increase takes effect. We hold a £100 holding deposit which will be fully refunded upon closure of account, as long as the account is settled in full.

Booking of Services

Any collection or booking time the company may give or agree with the customer is only an estimate and should not be relied upon. Whilst the Company uses its best efforts to meet the customer requirements, this will not always be possible due to circumstances beyond our control, such as, but without limiting the generality of the foregoing, traffic and weather conditions, and the company cannot accept liability for any direct or consequential loss the customer may suffer as a result of failure to meet a booking time.

Web Booker Service

We offer you the service to manage and book online. This will allow you to take charge and edit any of your bookings. You can also track your taxi with live updates.

Payment of Services

Prices for each journey shall be calculated individually with the mileage and waiting time based on the prevailing Hackney Carriage Tariffs which each driver displays in the vehicle.

Invoices can be sent weekly or calendar monthly as shall be agreed between the Company and the Customer and in any event, shall be paid within 30 days of the invoice date ("the payment date") preferred method by bacs, cheque or cash, stating invoice number and account reference.

If the invoice has not been paid by the payment date ("the debt"), a late payment statement will be sent by the Company to the Customer within 15 days of the payment date, allowing a further 15 days for payment of the debt ("the late payment date").

Where payment has not been received by the late payment date the company reserves the right to refuse further Account facilities (suspend the Account) until the debt is settled.

If the debt has not been settled by the late payment date, interest will be payable at the greater of statutory interest laid down from time to time under section 6 of the Late Payment of Commercial Debts (interest) Act of 1998 or 10%. Interest will be levied on debts of any amount after, as well as before any judgement, if court proceedings for recovery are instigated.



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All costs, expenses and disbursements relating to any collection of any amount owing, including the management and staff time of the company, shall be added to the amount owing by the customer, and whilst the company shall not ordinarily refer an Account to a debt collection agency until after the late payment date, the company reserves the right to do so in extraordinary circumstances, such as but without limiting the generality of the foregoing, the customer being adjudged insolvent or bankrupt or unable to pay its debts as they fall due, or making assignment for the assets or if it shall have a petition presented or a resolution passed as its winding up, or if notice is issued convening a meeting for the purpose of passing any such resolution, and the Company may in such aforesaid circumstances immediately suspend the Services and notify the customer that all amounts due under the Account are immediately payable.

VAT

None of the sub contract drivers of the Company are registered for Value Added Tax. The total of their supplies will not attract VAT and cannot be used to claim Input Tax. VAT is charged to the Administration Fee only, not to any fares.

Security Measures

It is the sole responsibility of the Customer to protect their Account from misuse. The Customer may advise the Company of any password or PIN number to be used as a security measure. Upon written request from the Customer a password, PIN number can be changed in case of suspicion of any unauthorised use of the Account.

It is the sole responsibility of the Customer to insure any goods transported against loss or damage. The company, its employees, staff or sub-contractor, shall not be liable for any loss, damage, injury of death, except for death or personal injury resulting from negligence.

General

All Invoice queries **MUST** be received within 7 days of the invoice date.

The Company reserves the right to close an Account or to change the details of the Terms and Conditions at any time providing 15 days' notice in writing is given, except where the account is in arrears.

Both the Company and the customers confirm that none of these Terms and Conditions are enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not party to this agreement.

These terms and Conditions are governed by English Law and the Customers hereby agree to submit to the jurisdiction of English Courts.