

# TERMS AND CONDITIONS

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1.0. All telephone calls, including when you call to make a booking, are recorded for training, regulatory & compliance and monitoring purposes.

2.0. In accordance with any relevant legislation and regulations, we provide to you certain booking services, which include:

- processing bookings requested by you for transportation services but we reserve the right to decline any such request and/or cancel an accepted booking at its absolute discretion;
- keeping records of bookings in line with legal obligations;
- remotely monitoring journeys booked using our various booking methods;

receiving and dealing with feedback, questions and complaints relating to bookings processed by us.

helping you when you think you may have lost property after taking a journey you booked using our service

3.0. On making a booking, a licensed private-hire vehicle driver or licensed vehicle driver, a "Driver Partner", will be assigned to your booking and will be responsible for providing you with transport services. Details of the Driver Partner and their vehicle will be provided to you shortly after your booking is made. In legal terms, the contract for the transport service is not made by the booking but is subsequently made between you and the Driver Partner when your Driver Partner collects you. The contract for transport services is between you and your Driver Partner. We are not party to it. The company which you use to book your journey acts as a disclosed intermediary for the Driver Partner in connecting you/your booking to them.

4.0 On any trip made i.e from pick up to drop off payment will be made directly to the driver ,we don't act as driver revenue collector, the mean of payment will be an agreement between you and the driver.

5.0. Customer information will remain to be never be

disclosed unless it's with legal obligations criminal activity is involved.

6.0 Our booking application is made available to you by us. While we make every effort to ensure that the application is available, we do not represent, warrant or guarantee in any way its continued availability at all times or uninterrupted use by you. We reserve the right to suspend or cease the operation of our application from time to time at our sole discretion.

6.0 As a condition of your use of our application, you agree:

- not to use our application for any purpose that is unlawful under applicable law, or prohibited by these terms;
- not to misuse our application (including by hacking, reverse engineering or 'scraping'); and
- not to defame or disparage anybody or use our application in a manner which is obscene, derogatory or offensive.

7.0. We reserve the right to prevent or suspend your access

to our application if you do not comply with any part of these terms or any applicable law.

8.0. The booking services are provided by us to you free of charge.

9.0. Any time or fare estimates given to you at the time of making your booking are estimates only.

10.0. The fare payable by you for your journey shall be calculated according to the applicable tariff at that time.

Additional costs may be payable by you where your journey involves car park charges, tolls, wait times or extras etc.

11.0 Any non-digital promotional offer or gift is only valid for use by the recipient. Such offers are non-refundable and non-transferable and must be used within the specified time period and according to any other conditions attached to the offer as specified at the time of issue.

12.0. All journey charges will be shown on your receipt emailed to the email address used to sign up to the application.

13.0. If you believe that your Driver Partner over-charged or under-charged you for a journey you booked using our service, please get in touch with us so that we can review, and if appropriate, we will arrange for a refund or advise on additional payment.

14.0. Any lost property found by Driver Partners will be

handled in accordance with our lost property processes as listed on our websites above. We do not accept any liability for the loss or destruction of any such property

## OUR LIABILITY TO YOU

15.0. We are responsible to you for foreseeable loss and damage caused by us arising out of our performance of the booking services only. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.

16.0 We are not liable for any losses or damage caused to you by private-hire drivers or carriage drivers, other third parties or in relation to liabilities identified .

17.0. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation;

and for breach of your legal rights in relation to the booking services

18.0. We are not liable for business losses. We only supply the services for domestic and private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## YOUR LEGAL RIGHT

19.0. We are under a legal duty to provide the booking services with reasonable care and skill. If you are not satisfied with our booking services you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill. As we do not charge for our booking services there is no right to a refund.

20.0. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

## REFUND POLICY

21.0 Once you have subscribed and used the service I e switching on the drivers app the subscription is non-refundable deposit..

22.0 Once you have payed subscription and have not

switched on the app you are eligible for a refund.

23.0 All refund request has to go through JAY TAXI Customer service to determine eligibility.

24.0 Once the driver request for a refund and he/she is eligible refund will be processed back to the mean of payment within 14 days.

25.0 Incase a driver decide to leave our partnership and by any chance forget to cancel direct debit money will be refunded to the form of payment used ONLY if policy 1.0 has not applied.

## CANCELLATION POLICY

26.0 For any cancellation or if a driver opt to quit from our partnership ,he/she should stop direct debit from the form of payment used.

## OTHER TERMS

27.0. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

28.0 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract,

that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## OTHER DISPUTE SOLUTIONS

29.0 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

30.0 Jay taxi will always be ready to give you great service and always reach out for satisfaction. Thank you.