



ETES Scotland Ltd Full Terms & Conditions

In this Agreement:-

“Agreement”	means these terms together with any Booking accepted by us in writing.
“Cancellation”	means any cancellation by you of the Services after we have accepted your Booking.
“Hire Period”	means the period of time commencing at the Pick-up Address and ending at final drop off point, or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.
“Pick-up Address”	means the address stated in the Booking where the Services will commence.
“Pick-up Time”	means the date and the time or time slot set out in the Booking or communicated by you to us for commencement of performance of the Services.
“Booking”	means any booking from you or any quotation from us on your instructions to order services from us after the date of receipt of this Agreement.
“Passenger”	means any person who uses the Services or any part of them or who enters the Vehicle with the consent of another passenger, in each case whether or not the passenger is you personally, employed by you, or in any way associated with you.
“Price”	means the price for Services set out in the Booking.
“Services”	means the services of a chauffeur-driven Vehicle starting from the Pick-up Time at the Pick-up Address.
“Unacceptable Behaviour”	means not wearing a seat-belt, opening or closing doors (this must be done by the chauffeur), leaning out of the window of the Vehicle, exceeding the maximum permitted number of Passengers, smoking in the Vehicle, being under the influence of excessive alcohol or under the influence of or in possession of any illegal substance, being violent, aggressive or a danger or potential danger to himself or any other person, being excessively rowdy or being in any way in an unfit state to travel.
“Vehicle”	means the vehicle with the registration number referred to in the Booking or any replacement vehicle agreed by us and you.
“We / us / our”	means ETES Scotland Ltd, Regus House, 10 Lochside Place, Edinburgh Park, Edinburgh, EH12 9RG
“Writing”	includes any written paper document, any fax and any email correspondence.
“You / Your”	refers to you, the client company, person or other legal entity who orders Services from us or makes a Booking.

In this Agreement, unless the context requires otherwise:

words denoting any gender include all genders and words denoting the singular include the plural and vice versa; and if there is any conflict between the Booking and these Terms, the provisions of the Booking shall prevail.

Bookings and Cancellations

The Booking is an offer by you to acquire the Services from us subject to this Agreement.

All Bookings must be confirmed using our booking form.

All Bookings must be made at least 24 hours prior to Pick-up Time.

A non-refundable deposit of £20.00 will secure your reservation, the outstanding balance must be paid in full 7 days prior to your journey, unless otherwise stated.

Any extra requests or alterations to the Booking not made at the time of the Booking (for example, additional pick-up addresses, change of venue and so on) can not necessarily be complied with by us. However, we will use all reasonable efforts to meet your amended requirements although there may be an increase in the Price to reflect any changes.

You may make a Cancellation at any time for a Booking, but any Bookings cancelled up to 1 week prior to your journey will be refunded 50%, cancellations made 3 days prior to the date of the journey will be charged at the full price.

We will keep any non-refundable deposit agreed in the Booking if you make a Cancellation after paying that deposit.

Price of the Services

The Price for the Services is as set out in the Booking, subject to amendment in accordance with this Agreement.

All prices are in Pounds Sterling (£).

Airport collection prices quoted are inclusive of 1 hour waiting period. Additional charges may apply if this is exceeded.

Any fixed Price will be increased by an amount in accordance with our standard hourly rate at the relevant time for any delay or increase in the Hire Period (“delay”) in the following circumstances:

any delay is caused by you or any Passenger for any reason; or

any delay is caused by severe traffic congestion, accidents, weather conditions or any other cause outside our reasonable control.

Any amount due in accordance with clause will be added to and form part of the Price.

Unless agreed otherwise the Price stated is exclusive of the following which you must pay in addition where applicable:

value added tax (which shall be payable by you subject to receipt of a VAT invoice);

any road or other tolls or additional expenses such as parking;

chauffeur subsistence and accommodation for overnight stays, where applicable, which unless agreed otherwise in the Booking will be charged at our then standard rates for overnight stays for chauffeurs.



Terms of Payment

Payment must be made in Pounds Sterling (£).

You must pay for all Services provided in accordance with a Booking in advance at least 7 days before the date of the Pick-up Time or at the time of the Booking if later, unless credit terms have been agreed with you in writing.

Where credit terms have been agreed with you, we will invoice you for the Services provided under each Booking or for any Cancellation at any time after performance of those Services or after Cancellation, as the case may be.

Unless agreed otherwise in writing, you must pay all unpaid parts of the Price to us within 30 days of the receipt by you of a proper invoice for the Services. You may not set off against the Price any sums owed to you.

Performance of the Services

We aim to perform our Services to a high standard. Please contact us if you have any complaints or suggestions.

Our chauffeurs will use their judgement to drive at reasonable speeds in relation to the prevailing road type and conditions and you may not ask our chauffeur to exceed the speed limit under any circumstances.

Unless we have agreed with you that a particular route should be used, our chauffeur may use any route to a destination that in his opinion is the best and most convenient route for driving whether or not it is actually the shortest route.

Each Vehicle is only insured for us and our chauffeurs. No other person may drive the Vehicle under any circumstances.

We will use reasonable endeavours to commence the Services at Pick-up Time but time is not of the essence and you must accept performance and pay the Price provided that the Services commence within 30 minutes of the Pick-up Time. If we fail to commence the Services within 30 minutes of the Pick-up Time for reasons within our reasonable control, you have the right to terminate the Agreement for that Booking and you will receive a full refund of any advance payment and deposit that you have paid to us but we shall have no other liability to you.

We have no responsibility or liability to you for any delay in arriving at any destination for any reason after leaving the Pick-up Address.

Passenger Behaviour

You are expressly held responsible for the behaviour of all Passengers and for informing them of the provisions of this Agreement. You will indemnify us for any losses, costs or expenses caused by any Passenger on demand, whether or not we have first made a claim against that Passenger.

In the event that any Passenger is or appears in the opinion of the Chauffeur to be carrying out or attempting to carry out any Unacceptable Behaviour, then we or our Chauffeur may refuse entry to that Passenger to the Vehicle or may terminate the Agreement for that Booking or may cease the performance of the Services even if they are not completed and may require that Passenger to leave the Vehicle. In such circumstances, without prejudice to our other rights and remedies, you must still pay to us the full Price for the Booking and we will have no responsibility or liability for any losses or costs to you or any Passenger for any incomplete performance of the Services.

You accept responsibility and will indemnify us for any internal or external damage to or loss of the Vehicle or any of our property caused or incited to be caused by you or any Passenger no matter how the damage is caused.

You will pay for all cleaning and valet costs for our Vehicle if any Passenger causes any spillage or suffers from self-inflicted illness or in any way causes the cleanliness of the Vehicle to be of a lower standard than at the Pick-up Time.

A minimum charge of £75.00 will apply in respect of any damage to the vehicle or any cleaning required.

Liability

Our liability to you in respect of death or personal injury resulting from our negligence shall not be limited.

Other than in those respects:

our total liability to you shall not exceed the lesser of the Price or the money actually received from you for the Services in respect of which a claim has been made;

We shall have no liability to you for loss of profits, goodwill, reputation, business contracts, revenue, production, anticipated savings, nor for losses arising from third party claims which arise in connection with the Services nor any other losses or expenses; and

We shall have no liability to you for any indirect, special or consequential loss, damage, costs or expenses including any labour, or the hiring of a replacement vehicle.

The exclusions and limitations of liability set out in this Agreement exclude and limit all of our liability to you for all matters arising in connection with this Agreement whether in contract, delict (including negligence), for breach of statutory duty or otherwise.

You must indemnify us in respect of any claims for loss, damage, injury or expense by any third party arising directly or indirectly from your use of the Services or making them available to a third party including any Passenger or otherwise arising in connection with this Agreement except for death or personal injury to the extent that it results from our negligence.

No Smoking Policy

Our vehicles are strictly no smoking

Delays

ETES Scotland Ltd accept no responsibility if it is prevented from or delayed in the provision of services due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood or epidemic, lock-outs, strikes or other labour disputes, unavoidable traffic delays or accidents, bad weather conditions or delays or restraints caused by third parties (including, but not limited to ferry companies, hotels or airlines).



Termination

Either we or you may terminate this Agreement or any Booking without liability to the other party by giving notice to the other at any time if:
the other party commits a material or persistent breach of this Agreement and does not remedy the breach within 14 days of receipt of written notice to do so where the breach can be remedied;
the other party becomes insolvent or is unable to pay debts as they fall due;
anything analogous to the foregoing occurs under the law of any jurisdiction in relation to the other party; or
either party believes on reasonable grounds that any of the events mentioned above is about to occur to the other party.
Termination for any reason will not release you from the obligation to pay us any sums due, including any costs incurred by us in relation to Bookings for Services that are not yet completely or partially performed.

Miscellaneous

We may subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. You may not assign or transfer any of your rights or obligations without our written consent.
This Agreement set out the entire understanding of the parties with respect to their subject matter and replace any prior agreements or understandings or representations (unless fraudulent), whether written or oral. You agree that you will not have any right of action against us arising out of or in connection with any such representations unless fraudulent and that you have not relied on any such representations. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by ETES Scotland Ltd in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

Any waiver by ETES Scotland Ltd of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the law of Scotland and the parties submit to the non exclusive jurisdiction of the Scottish Courts.

ETES Scotland Ltd.

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