

# Moreton Heights

## Terms & Conditions

### Bookings

These terms & conditions are for all bookings made verbally or in writing.

Moreton Heights & you the client agree to be bound by the terms and conditions as listed below.

For all airport collections we will take from you the flight number and arrival time in order for us to monitor the flight for any delays. We are not however responsible for any incorrect information supplied by either the client or our sources of flight tracking information.

We will arrive at the pre-arranged meeting point approximately 40 minutes after the flight has landed in order to give you time to collect your luggage & clear customs. Should you be held up in Customs or baggage re-claim longer than 1 hour after you land additional parking/waiting is chargeable to the client over & above the 1 hour charge made by the Airport & waiting time at £20 per hour or part thereof.

Any deviations from the pre booked route, additional collections drop off's, parking and waiting charges/

fees are extra to the agreed fee and are to be paid by the client.

An estimation of the amount of luggage is required from you on booking so we can supply the correct sized vehicle. If the luggage is in excess of the amount agreed then we do not accept responsibility for the fact it will not fit in the vehicle.

If the driver agrees to have checked luggage in the vehicle, then this will be charged at £20 per item.

Circumstances beyond our control may mean that we need to use an alternative vehicle or contractor, Moreton Heights reserves the right to supply an alternative vehicle of a similar specification.

## **Parking Charges & times**

All parking charges are included in the price quoted as follows;

Up to 1 Hour after you land at Heathrow, Gatwick. Stansted & Luton is only included for the pick up & drop off areas. If collection is required inside the terminal all parking charges are extra.

If assistance is required into the Airport, this can be done, all parking charges are extra & time charged at £20 per hour or part thereof.

# **Payment (Account Customers)**

Moreton Heights payment terms are for payments to be made on receipt of our invoice. If the payment is not made within 14 days from the date of the invoice then we reserve the right to charge interest on overdue invoices at a rate of 10% of the outstanding invoice per week they are overdue.

## **Credit card payments**

Moreton Heights will accept payment by Cash or Credit Card.

## **Payments & deposits**

Moreton Heights will agree a price for your journey prior to it taking place, please refer to pricing at [Moretonheights.com/tariffs](http://Moretonheights.com/tariffs)

If a booking is made & confirmed by email or phone, then should the client not turn up or has missed the flight the client will be charged the full amount of the trip.

If we Moreton Heights do not turn up to collect you at the agreed time or date then we will make a contribution towards any alternative transport. We will also refund the full amount of the fare if it has been paid in advance.

We do not accept responsibility for any consequential losses following on from this. We reserve the right to use a sub-contractor to complete your booking should the need arise.

## **Cancellation & Refund Policy**

1. If a booking is cancelled by the Customer within 48 hours from the start of the period of hire, 75% of all monies paid will be non-refundable. If the customer does not appear at the time and place designated as the pickup point, all monies paid will be non- refundable.
2. If the driver has already left to collect you then should you cancel at that time the full amount of the fare must be paid.
3. If the driver is waiting for you at the airport & you fail to arrive or miss your flight then we will charge the full fare agreed. Also any waiting time & parking charges will be added to the fare.

**Non-Smoking policy** All of our vehicles are non- smoking vehicles.

# Your Statutory Rights

These terms & conditions do not affect the Client's statutory rights.

Moreton Heights does not accept responsibility for any loss or damage to property whatsoever, regardless of how such loss or damage may have been caused. In the event of property being left in a vehicle, we can arrange for the return of the items subject to the client meeting the costs to cover the postage and packaging and or transport.

Moreton Heights will always look to use the most efficient & quickest route to your destination.

However we do not accept any responsibility for items beyond our control. These can be numerous but are

- A) breakdown by one of our vehicles
- B) accidents or travel delays on the journey, which may result in the client missing their plane, boat, meeting etc.
- C) In addition to the above the timings suggested by Moreton Heights would only be advice & it will always be the responsibility of the client to advise on a leaving time to arrive at their

destination. We will not be help liable for any re booking costs or any consequential losses.

#### DATA PROTECTION

1. For the purposes of this Agreement:

1.1. the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the same meaning as in the Data Protection Act 1998, and "Process" and "Processed" shall be construed accordingly;

1.2. "Data Protection Laws" means the Data Protection Act 1998 and any ICO guidance relating thereto;

1.3. "Client Data" means the Personal Data of the Client, its staff and its customers;

1.4. "ICO" means the Information Commissioner's Office;

2. Where applicable, the parties agree that the Client is the Data Controller and DEVER SOFTWARE LTD is the Data Processor.

3. DEVER SOFTWARE LTD agrees to only process Personal Data for and on behalf of the Client for the purposes of performing the services under this Agreement and in accordance with any other reasonable and lawful instructions issued by the Client in writing from time to time.

4. Where the Client requires assistance from DEVER SOFTWARE LTD in order to respond to requests, queries and/or investigations in respect of the Client Data or requires that DEVER SOFTWARE LTD shall help the Client in safeguarding the Client Data, DEVER SOFTWARE LTD shall provide such assistance, so far as is reasonable but at the Client's cost;

5. DEVER SOFTWARE LTD shall not be in breach of this Clause if it acts on the instructions of the Client.

The Client retains all rights, title and interest in and to the Client Data.

6. DEVER SOFTWARE LTD will, at the Client's written request deliver to the Client all documents and material which may be in DEVER SOFTWARE LTD's possession which contain the Client Data. Digital Data will be made available for a period of seven (7) days, for download by Client via FTP or SFTP.

7. With the exception of a hosting provider who uses UK BASED data centers (details provided on request), DEVER SOFTWARE LTD will not use a sub-processor without the prior written authorization of the controller (ARTICLE 28,2 GDPR 2016/679)

8. DEVER SOFTWARE LTD will co-operate with supervisory authorities (such as ICO) in accordance with Article 31, GDPR 2016/679)

9. DEVER SOFTWARE LTD will ensure the security of its processing in accordance with Article 32 (GDPR 2016/679)

10. DEVER SOFTWARE LTD will keep records of its processing activities in accordance with Article 30.2 (GDPR 2016/679)

11. DEVER SOFTWARE LTD will notify any personal data breaches to the controller in accordance with Article 33 (GDPR 2016/679)

12. DEVER SOFTWARE LTD will employ a data protection officer if required in accordance with Article 37; and appoint (in writing) a representative within the European Union if required in accordance with Article 27. (GDPR 2016/679)

13. The processor must ensure that people processing the data are subject to a duty of confidence;

14. The processor must take appropriate measures to ensure the security of processing;

15. The processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;

16. The processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

17. The processor must delete or return all personal data to the controller as requested at the end of the contract; and the processor must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

T Wright  
Moreton Heights

09/02/2021