

## Terms & Conditions

In this Agreement the following expressions shall have the following meanings save where the context otherwise requires:

- 1) **Trip:** Journey to be undertaken by PHO at the Agreed Time from the Agreed Pickup Point to the drop-off address specified by the Passenger.
- 2) **Dashboard Link:** Taxi companies Login at [www.mytaxe.uk/fareclient/](http://www.mytaxe.uk/fareclient/)
- 3) **Administration Fee:** Administration charge of 10% collected from Cab Company.
- 4) **Agreed Pick-Up Point:** The appointed place for the Passenger to be picked up by PHO as set out in the Details.
- 5) **Agreed Time:** The appointed time for the Passenger to be picked up by PHO as set out in the Details.
- 6) **Booking:** The booking of a Private Hire Vehicle effected via the Public Website.
- 7) **Card:** The credit, debit or charge card the Passenger can use when making the Booking.
- 8) **Cash:** The payment the Passenger makes for the Fare to the PHO and/or its Driver.
- 9) **Designated Bank Account:** The bank account details of which have been provided by PHO to Mytaxe.
- 10) **Details:** The details of the Trip provided by Mytaxe to PHO.
- 11) **Fare Data:** The data provided by PHO to Mytaxe relating to the sums (including, but not limited to, FDD) it wishes to have quoted for different routes and used by Mytaxe in producing the Quotes.
- 12) **FDD:** The Fare Data per mile multiplied by the Trip mileage.
- 13) **Goods:** Any goods carried in a private hire vehicle which is booked via the Public Website.

- 14) **Licensing Authority:** Any regional or national licensing authority(ies) responsible for licensing the operation of private hire operators or taxi operators, and the drivers who work for such operators.
- 15) **Particular Requirements:** Any specific requirements the Passenger may have relating to disabled facilities, the gender of the driver or otherwise.
- 16) **Passenger:** Any passenger carried by PHO pursuant to a Booking.
- 17) **Passenger Requirements:** The details which the Passenger provides upon making a Booking including the number of Passengers, Agreed Time, Agreed Pick-Up Point and drop-off address.
- 18) **Personal Data:** The personal details provided by the Passenger, notably its physical and email addresses and telephone number.
- 19) **PHO:** Licensed Private Hire Operator or licensed Taxi Operator, as per PHO registration details submitted by PHO to Mytaxe.
- 20) **PHO T&C:** The terms and conditions of Private Hire Operator which govern the Booking and Trip.
- 21) **Quote:** The fixed price quoted by Mytaxe on behalf of PHO via the Public Website in respect of a Trip based on Fare Data.
- 22) **Trip:** The Journey to be undertaken by PHO at the Agreed Time from the Agreed Pick-Up Point to the drop-off address for the number of Passengers, as specified by the Passenger.

The clause headings and any other headings are inserted for convenience only and shall not affect the construction of this Agreement.

## **BOOKINGS**

When the Passenger enters the details of the Trip it wishes to make, Mytaxe will endeavour to provide the Passenger via the Public Website with several quotes from several private hire companies that are able to fulfill the Passenger's requirements but Mytaxe does not guarantee that it will transmit a Quote from PHO to the Passenger, that the Passenger will accept such Quote or that PHO will obtain any business through this Agreement.

PHO undertakes to fulfil any Trip for which its Quote is selected at the precise cost set out in the Quote except for any tips that may be paid by the Passenger to PHO and any additional sums which may be incurred in respect of, for instance, waiting time arising from delay on the part of the Passenger, or additional requirements of the Passenger such as a child seat (that may be paid by the Passenger to PHO).

Where the Passenger agrees any alterations (whatsoever) to the booked Trip directly with PHO, any additional amounts which may become payable by the Passenger, as agreed directly with PHO, are to be paid directly by the Passenger to PHO, including but not limited to deviations from the original route specified by the Passenger when making the Booking, this route being forwarded by Mytaxe to PHO as part of the Trip details.

If PHO's Quote is selected, Mytaxe will notify PHO thereof by email and the Admin Website.

The Passenger may have Particular Requirements which it relates to PHO and in such event the fulfillment thereof is subject to agreement between PHO and the Passenger.

## **PAYMENT**

For a booked Trip where the Passenger has paid in advance by Card, PHO agrees that Mytaxe is entitled to collect all monies (i.e. the Administration Fee, Quote and any Card Charges) due for the booked Trip acting entirely in its own right, and to settle all Card Charges for the Trip, in advance, subject to Clause 4.2, of making payment of the Fare Data, after deduction of Commission and Administration Fee, to PHO for the Trip.

For a booked Trip where the Passenger will pay Cash to PHO or its Driver, PHO commits to, subject to Clause 4.2, making payment of the Commission plus Administration Fee to Mytaxe for the Trip.

For each calendar week (Monday to Sunday), subject to there being no complaints from the Passenger and the Trips having been satisfactorily completed during that week, Mytaxe will calculate the total Fare Data after deduction of Commission it owes PHO for such Trips where the Passenger has paid in advance by Card, Mytaxe will then deduct from this Fare Data the Commission owed to it by PHO for such Trips where the Passenger paid Cash to the PHO or its Driver. Mytaxe will pay any resulting monies that it owes PHO into the Designated Bank Account on the Monday after 7 days from when the Trips were completed. Should a negative balance arise whereby PHO instead owes Mytaxe more than £20 after more than 4 consecutive calendar weeks, Mytaxe has the right to disable PHO from receiving bookings where the Passenger pays Cash to PHO or its Driver, until the negative balance is cleared.

Mytaxe will not be involved in relation to any tips that the Passenger may decide to pay to the driver.

For the avoidance of doubt, we collect all receipts from customers as Agents only of each PHO (except for our commission, booking fee and credit card fee). All payments made to PHO are the full receipt from the customer for the supply of the PHO's services, with VAT charged only on our commission. Each PHO will be responsible for the appropriate VAT treatment within their own accounting records and to the appropriate UK tax authorities. If your company is VAT registered then all VAT added by Mytaxe to their commission can be reclaimed in the usual method.

Whilst Mytaxe will endeavour to ensure its reconciliation of payments owing to or by PHO are always accurate, only disputes made by PHO regarding such payments that are raised by email within 4 weeks of the due payment date will be considered by Mytaxe. Otherwise Mytaxe can, at its discretion, disregard any such disputes made more than 4 weeks after the due payment date.

If Mytaxe and/or PHO become aware of or is notified of any fraud or illegal activity associated with any Card payment for a booking, the booking will be cancelled and both parties will endeavour to agree how any resulting losses will be addressed.

#### **RELATIONSHIP WITH PASSENGER AND PHO'S TERMS AND CONDITIONS**

The parties agree Mytaxe is acting as the agent of PHO.

PHO acknowledges and accepts that it is wholly responsible for meeting the Passenger Requirements and any Particular Requirements and for any damages or losses sustained by any Passenger or Goods.

PHO hereby agrees to indemnify Mytaxe and hold Mytaxe wholly harmless in respect of any claim, damages, losses or liability arising from PHO's or its drivers' actions or omissions in relation to any Passenger or Goods.

#### **WARRANTY AND LIMITATION OF LIABILITY**

PHO will be liable for any delays in pick-up or drop-off times and for any failure of PHO to arrive at all or for any failure of PHO to provide its services in accordance with the Passenger's requirements or expectations and PHO hereby indemnifies and holds harmless Mytaxe in respect of liabilities, losses, costs or expenses arising as a direct or indirect result thereof.

Mytaxe shall not in any event be liable (whether in contract or otherwise) for any indirect loss or consequential loss or loss of revenue, howsoever arising, suffered by Mytaxe or any Passenger in connection with any failure by PHO in connection with this Agreement or otherwise.

Mytaxe maximum aggregate liability in respect of this Agreement and any matter arising out of it (including negligence and any claims whether made in contract or tort) shall be limited to a total amount of £500.

Subject as expressly provided in this Agreement all warranties, conditions or other terms implied by statute or common law are excluded as far as legally possible.

Nothing in this agreement shall operate so as to exclude any rights the Passenger may have under consumer legislation or limit PHO's or Mytaxe respective liability for death or personal injury arising out of their negligence.

Each foregoing sub-clauses of this clause shall constitute a separate and severable provision. The provisions of this clause shall continue in effect notwithstanding the termination, completion or any other matter which might otherwise cause this Agreement to become ineffective.

Any price comparison information shown on the Mytaxe Admin Website is shown as indicative information only, and Mytaxe is not responsible for the completeness and accuracy of such comparison information. Any mileage data used by the Mytaxe Admin Website to calculate Trip mileage is an estimation of the actual mileage of the Trip, and Mytaxe is not responsible for the completeness and accuracy of this data.

Mytaxe is not responsible for the completeness, accuracy or timeliness of and emails or texts sent to PHOs from the Admin Website or to Passengers from the Public Website.

## **TERMINATION**

Either party shall be entitled to terminate this Agreement immediately at its discretion on written notice except that PHO shall be obliged to fulfill any Bookings for which its Quote has been accepted and any balance of monies owed to either Party by the other is settled.

## **DISPUTES**

If Mytaxe sends a Passenger complaint to PHO and PHO fails to confirm within 24 hours by email to Mytaxe that they are investigating this complaint, then Mytaxe can, at its discretion, deduct a penalty fee of £10 from any outstanding payment due to the PHO.

If PHO is instructed by Mytaxe that the Passenger has paid for a Trip in advance by card, yet PHO mistakenly demands Passenger to pay for the Fare in cash, then Mytaxe can, at its discretion, deduct a penalty fee of £10 from any outstanding payment due to the PHO.

If Mytaxe is unable to resolve any claim a Passenger may have in respect of the service provided by PHO to the mutual satisfaction of the Passenger and PHO, Mytaxe shall be entitled to submit such claim to the determination of an independent third party selected by Mytaxe and PHO agrees to be bound by the decision of such third party.

Should you have a dispute with the Passenger, Mytaxe is not liable for any claims, demands and damages (actual and consequential) of any kind and nature arising out of or in any way connected with such disputes.

## **MISCELLANEOUS**

This Agreement shall form the entire agreement between the parties and supersede any previous agreement and (save so far as expressly preserved hereby) representations oral or otherwise made by either of the parties. PHO warrants that it has not relied on any representation made by Mytaxe in entering into this agreement.

Failure by either party at any time to enforce any right claim or provision of this Agreement or arising hereunder shall not be construed as a waiver of such right, claim or provision.

All notices under this Agreement shall be given to Mytaxe in writing to its address above or to its email address below, and to the PHO in writing or by email to the addresses as per PHO registration details submitted by PHO to Mytaxe. All notices may be served by email and shall be deemed to have been given 1 hour after transmission thereof.

PHO email address: As per PHO registration details submitted by PHO to Mytaxe.

Mytaxe email address: **info@mytaxe.uk**

PHO authorises Mytaxe to make any payments for completed bookings, where the Passenger has paid by Card in advance, direct into the bank/building society account specified by PHO in the Bank/Building Society Account Mandate of the Account form. Mytaxe will only pay PHO any monies due into UK bank accounts in £ sterling.

This Agreement shall be governed and construed in accordance with English Law and the parties agree to submit any dispute hereunder to the jurisdiction of the courts of England, and is executed on behalf of the parties by their duly authorised representatives as of the date agreed. No charge back liability re: b2b T&Cs