Highland Comfort Customer Booking Terms & Conditions

These terms and conditions and the web-based booking form constitute the entire Agreement Concerning the provision of a vehicle transfer service ("Service") between you and Highland Comfort Limited. Completion of the booking form and use of the Service indicates your unconditional acceptance of the Terms and conditions set out in this Agreement.

1. Definitions

"Highland Comfort" means Highland Comfort Ltd trading at 130 Eastcote Lane, Harrow, Middlesex, HA2 9BJ "you" and "your" means any individual or other business that places the booking with us.

2. Booking

- **2.1** You must allow sufficient time when booking your minicab to allow for the checkin times required by your airline and for any delays caused by traffic conditions. Highland Comfort shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.
- **2.2** You must order a suitable car size for the number of passengers and luggage. Highland Comfort cannot guarantee to carry excessive amounts of luggage.
- **2.3** If you need a child seat please specify this at the time of booking.

3. Prices & Payment

- **3.1** Highland Comfort will email you a quotation based on the information supplied by you. Highland Comfort service may amend the quotation if there is any material change to the original itinerary, the number of passengers, or the type or size of vehicle required.
- **3.2** The quotation will include a [30] minute waiting period for airport transfers after the advertised landing time and the cost of car parking. Highland Comfort will charge for waiting at its standard rates after the initial 30-minute period has expired. Highland Comfort will endeavour to check for flight delays before the driver leaves for the airport but shall be under no obligation to do so.
- **3.3** If you accept the quotation, you will receive confirmation of your booking by email and text. Please check you're booking confirmation carefully and inform Highland Comfort promptly of any errors. Highland Comfort Shall not be responsible for any delays caused or costs arising from by your failure to provide Highland Comfort with correct information.
- **3.4** Payment can be made by credit card, debit card or cash.

4. The Service

- **4.1** You shall be responsible for the behaviour of all the passengers in the car during the journey. You will be charged £80 to cover cleaning costs in the unlikely event of the vehicle being soiled by any passenger.
- **4.2** Eating, drinking and/or smoking in the cars are not permitted.
- **4.3** All children travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats should wherever possible be supplied and fitted by the child's parents. Such seats may be retained by the driver for use on the return journey.
- **4.4** Highland Comfort will not carry more passengers than its insurance or licensing allows.

5. Cancellations

- **5.1** You have the right to cancel a Booking.
- **5.2** If you decide to cancel a Booking You must notify Highland Comfort by submitting a cancellation request via email to bookings@highlandcomfort.co.uk and by also phoning 0208 423 1111
- **5.3** In the event of the cancellation of a Booking up to 25 minutes (unless otherwise specified on the confirmation page and your booking confirmation email) before the Agreed time, then if paying by Card, You will be entitled to a full refund of the Fare (excluding any Card Costs). Where the cancellation is less than 25 minutes (unless otherwise specified on the confirmation page and your booking confirmation email) before the agreed time, if you paid by Card then no refund will be due to You, and if you were to pay by Cash, then your profile will be marked which may prevent you from booking through Highland Comfort again.
- **5.4** For pre-paid bookings, any agreed refunds due to you to for cancellations or complaints will be made to the card used to make the payment within up to 10 business days (business days being Monday to Friday).
- **5.5** If you need to cancel your booking, please contact Highland Comfort as soon as possible. Cancellations made more than [24 hours] prior to the date of travel will result in a full refund of. Cancellations made less than [24 hours] prior to the date of travel will not be refunded. Bookings and cancellations made on the same day will incur a minimum charge of [£5.00].

6. Liability

- **6.1** Highland Comfort shall use all reasonable endeavours to get you to your destination on time, but shall not be liable for any loss due to delays caused by road or traffic conditions beyond its control on the journey. Under no circumstances shall Highland Comfort be liable (in contract, tort or otherwise) for any loss of profits, business or for any indirect or consequential loss whatever.
- **6.2** All luggage(s) are carried entirely at your risk.

- **6.3** Highland Comfort shall be entitled to cancel all services and provide refunds in the event of a declared national emergency, riot, war, fuel shortage, extreme weather or terrorist attack, or other circumstances beyond its control. If the car breaks down during your journey Highland Comfort will endeavour to arrange an alternative car to complete the journey as soon as practicable.
- **6.4** You shall indemnify Highland Comfort against all losses, costs, damages and expenses arising from any act or omission of any passenger in your party.
- **6.5** Neither party excludes or limits its liability for death or personal injury caused by negligence, or for wilful default or fraudulent misrepresentation or otherwise in any manner unenforceable by any applicable law.

7. Termination

Highland Comfort will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence or abuse by you or by any passenger in your party and will ask all passengers to vacate the vehicle as soon as it is safe to do so. No refunds will be given if the journey is terminated part way through the hire.

8. Miscellaneous

- **8.1** Highland Comfort may subcontract Your Booking to a third party if we cannot fulfil your request for the specified time and date of the Booking. Highland Comfort are still responsible for the booking as principal with You the customer as per Regulation 9(14) of the 2000 Regulations.
- **8.2** Highland Comfort may change these terms and conditions at any time by posting changes online. Please review these terms and conditions regularly to ensure that you are aware of any changes. All existing bookings will be at the rate quoted or applicable rate in effect at the time of booking.
- **8.3** Highland Comfort shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998 and Highland Comfort privacy policy.
- **8.4** This Agreement and any accompanying quotation represent the entire agreement between you and Highland Comfort in relation to its subject matter. If there is any discrepancy between the terms of this Agreement and the quotation, the terms of this Agreement shall prevail.
- **8.5** Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement except where otherwise agreed in writing.

9. Disputes

This Agreement shall be construed in accordance with English law and you and Highland Comfort each agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement.

Privacy Policy

At Highland Comfort, your privacy is our priority. We are committed to protecting your personal information at all times, in all situations. The information we collect about you is used to process your booking and to provide a more personalized experience on our site. Find out more by reviewing our privacy policy at http://www.highlandcomfort.co.uk

These Terms and Conditions were last reviewed September 2022