Buchan Town Cars Account Application Form

| Section 1 | Section 2 | |
|---------------|---|--|
| Company: | Business Type: | |
| Address: | Years Trading: | |
| | Max Credit: (Requested by Company - You can limit Spend) | |
| Postcode: | Taxi Usage: Daily / Weekly / Monthly | |
| Phone: | Nominated Person(s): | |
| Fax: | | |
| Email: | | |
| Contact Name: | (Company can Specify people allowed to book hires or specify all) | |

Section 3

I/We hereby request that a Credit Account with Buchan Town Cars be opened for the usage of the above named Company. I/We being nominated representatives of the said Company and having authorisation from Company to open such an account.

I/We have read the Terms & Conditions for the Credit Account facility, and as such agree that in signing this application we accept these conditions. I/We further agree to pay all accounts within 30 Days of receiving the 'Statement of Account'. The Terms & Conditions are subject to change at any time and all Account Holders will receive details of changes at least 14 days of said changes being implemented. I/We confirm that the above particulars are correct.

Signatory 1: Print Name:

Dated:

Dated:

Signatory 1: Print Name:

Once complete please fax this form to Buchan Town Cars - On receiving completed form an operative shall process form and then contact your nominated representative to finalise agreement. A Company Letterhead should also be faxed with this application for verification purposes.

| Office Use | | | | |
|-------------------------|-----------------------|----------------|------------|--|
| Company Details Checked | Representative Phoned | Credit Limit £ | Authorised | |

Buchan Town Cars, 4 East Vennel, Alloa, Clackmananshire FK10 1EDPhone:01259 213215Fax:01259 220600

Email: info@buchantowncars.co.uk Web: www.buchantowncars.co.uk

Buchan Town Cars Credit Account Terms & Conditions

I. General

- 1) This completed form sent to Buchan Town Cars, is a request from the Company/person detailed in section 1 overleaf, for the provision of credit account facilities.
- 2) This signed form is permission where applicable to seek references when required.
- 3) Buchan Town Cars reserves the right at its own discretion and without giving reasons to reject this application and decline to enter into a contract.
- 4) The client shall notify Buchan Town Cars in writing of ANY changes in the particulars shown overleaf. Amendments take effect from the date shown on a confirmation notice issued by Buchan Town Cars.

II. Bookings

- 5) No Credit Bookings will be accepted by Buchan Town Cars unless the correct authority details (Previously agreed) are quoted by the person ordering the car. Buchan Town Cars are entitled to presume that any person quoting the correct authority details are authorised to make bookings on behalf of the client. The client is solely responsible for safeguarding their authorisation codes and shall be liable for the cost of all bookings by any such person whether or not in fact authorised to do so.
- 6) Buchan Town Cars may in its absolute discretion without liability and without reasons refuse to accept any booking.
- 7) In the event of cancellation by the client or passengers, the client is liable for all costs incurred from the time when a car is assigned to the booking until cancellation.
- 8) All telephone calls are recorded and may be monitored for Training or Quality purposes.

III. Charges

- 9) There is a minimum charge for every hiring.
- 10) Charges are from plot to plot as laid out in the current Buchan Town Cars schedule of charges. Charges are made from pick-up point to drop-off point unless previously agreed with client.
- 11) Additional stops and pickups are subject to additional charges.
- 12) Waiting time is charged at the current rate per hour or each part of.
- 13) VAT at the current rate will be charged as appropriate.
- 14) The schedule of charges for credit hiring shall be fixed and revised from time-to-time by Buchan Town Cars. All charges are subject to change in line with market changes. A copy of current charges are available on application.

IV. Extent of Buchan Town Car's Liability

- 15) Quoted pickup of journey times are at best, estimates only. Whilst every reasonable effort is made to convey passengers to their destinations in the shortest possible time, Buchan Town Cars shall have no liability if a journey time exceeds an estimate given or the clients expectations. Buchan Town Cars shall have no liability to the client or passengers in the connection with the time at which passengers reach or fail to reach their destination.
- 16) It is the responsibility of the client or passengers to ensure that valuable or unusual items are covered by the appropriate insurance.

17) If Buchan Town Cars cancels a booking it shall have no liability to the client or passengers if it has used all reasonable endeavours to fulfil the booking and to notify the client of cancellation.

V. Accounts and Payment

- 18) Accounts are issued monthly to the address issued in Section 1 on the application form.
- 19) Settlement is 30 days from the date of Invoice. Payment shall be made by BACS, Cheque or Credit Card (Credit Cards subject to surcharge).
- 20) The Client shall pay Buchan Town Cars any reasonable expenses together with all legal and court costs incurred in the collection of overdue amounts.
- 21) Queries must be notified to Buchan Town Cars within 14 days of receipt of account.
- 22) Failure to settle your Invoice within 30 days (Unless previously agreed in writing) will incur a 5% interest charge on the balance due.

VI. Termination of Account

- 23) The account is terminable by either party in writing on seven days written notice, at any time without reason being given. It may also be terminated or suspended with immediate effect without notice by Buchan Town Cars if any Invoice is overdue and unpaid.
- 24) Upon termination of the account for whatever reason all sums payable to or chargeable by Buchan Town Cars become due immediately and payable in full.

VII. Alterations to Terms & Conditions

Buchan Town Cars reserve the right to amend or vary these terms & conditions in any respect at its absolute discretion upon notifying the client of the relevant alterations and the date on which the changes take effect.

I. Applicable Law

Scottish Law Applies.