

Terms and Conditions

Copyright and Reproduction Notices

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Credit / Debit Card/Cash Bookings

Please note that you can elect to pay by credit/debit card or cash. Where customer decides to pay the company for his/her service by way of credit card or debit card payment then the details would be processed by Global Business Management Solution Limited via PayPal.

Please note that when it is cash booking, the contract shall be made between the Global Business Management Solution Ltd acting as agent for the driver. In consideration for the service provided by the driver, the customer shall pay the driver upon arrival at his or her destination or earlier. The driver shall decide at his own absolute discretion.

For the avoidance of any doubt the Customer shall not be charged VAT in relation to the payment for any /credit/debit card /Cash Services.

Fees and Charges

The price provided to the Customer at the time of making the Booking shall be based on the journey specified by the Customer at the time of Booking. The price quoted by Global Business Management Solution Ltd shall be based upon the Company's chosen route between the Collection Address and the Customer's destination via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking. Should the Customer wish to take a specific route which is different to that taken by Global Business Management Solution Limited, then we reserve the right to charge the Customer an additional charge in relation to the changes.

Global Business Management Solution Limited reserves the right to charge the Customer for any additional costs which may be incurred by the Company as a result of any variation or deviation from the Original Journey specified at the time of Booking, as detailed below.

- Global Business Management Solution Limited shall be entitled to vary the Price List from time to time in line with market and economic trend.
- Anytime booking that is cancelled by the Customer on or after arrival of the Passenger Vehicle at the Collection Address a Cancellation Fee shall be charged.

- If a Booking is cancelled by a Customer after the Passenger Vehicle has departed to fulfil the Booking but prior to its arrival at the Collection Address the Company shall be entitled, at its sole discretion, to charge a Cancellation Fee.

The Customer and any luggage or personal items shall be ready for collection at the time stipulated by the Customer when the Booking is made. The Company will allow 10 minutes for waiting or loading when picking up Passenger. In the event that all booked Passenger(s) have not boarded the Passenger Vehicle within 10 minutes of the stipulated time the Company reserves the right to charge the Customer a Waiting Time Fee proportionate to the delay in departure from the Collection Address, which will, for the avoidance of doubt, include the first 10 minutes.

In relation to collection of the Customer from an airport, the Company will allow 30 minutes waiting time starting from the last known estimated arrival time of an inbound international flight and 15 minutes waiting time from the last known estimated arrival time of an inbound domestic flight.

Global Business Management Solution Limited reserves the right to charge the Customer a Waiting Time Fee proportionate to the delay in departure, which shall, for the avoidance of doubt, include the first 15 or 30 minutes as the case may be. For the purposes of this clause the "last known estimated arrival time" will either be (1) if the Customer provides a flight number at the time of making the Booking, the Company will monitor the relevant flight and alter the collection time accordingly; or (2) if the Customer does not provide a flight number, the time which has been specified by the Customer.

All car parking fees will be chargeable to the Customer for collections from airports, seaports, international and domestic train terminals and minimum is £10.00

In the event that the Customer requires Global Business Management Solution Limited during the course of the Original Journey to make any alternative pick-up or collection of Passenger during the course of the Original Journey or to drop off Passengers at any locations other than as specified in the Original Journey or to take any variation from the Original Journey as specified at the time of Booking, additional charges may be applied by Global Business Management Solution Limited, as detailed in the Price List.

In the event that the Customer requires more than four passengers to travel in a Passenger Vehicle additional charges may be levied by Global Business Management Solution Limited as detailed in the Price List for the provision of a larger Vehicle or the carriage of additional Passengers in excess of four.

Global Business Management Solution Limited shall be entitled to exercise a lien over any property belonging to the Customer in its possession pending payment of any Charges owed by the customer.

Global Business Management Solution Limited reserves the right to charge the Customer a surcharge for all journeys made during the Christmas Period and New Years Day, such surcharge as detailed in the Price List.

Additional Clause

Global Business Management Solution Limited may, in its absolute discretion, decline to accept any Booking.

Global Business Management Solution Ltd shall endeavour to provide a Vehicle in good working order of the type specified by the Customer but in the event that such a vehicle is not available, a reasonable alternative vehicle within any time for so doing given by the Company or within a reasonable time.

In providing the Passenger Services, a Driver shall choose, at his/her sole discretion, the route from the Collection Address to the Customer's destination. If a Customer requests that a specific route is taken, any price quoted in respect of such journey may be amended.

Customers must inform Global Business Management Solution Limited at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any of our Vehicle. All domestic animals should be carried in a suitable box or cage, if appropriate and/or be suitably restrained. The Company and/or the Driver reserve the right to cancel a booking on arrival if the Company has not been informed of the Customer's requirement to carry an animal in any of our Vehicle. Guide dogs are permitted to be carried in any of our Vehicle provided that the Company is informed at the time of making the Booking.

Passengers should note that they are not permitted to smoke in any of our Vehicle.

Passengers shall not consume alcohol in any of our Vehicle except with the written permission of the Global Business Management Solution Limited and the Company reserves the right to decline carriage to any Passenger who, in its opinion, is intoxicated.

The transportation of luggage in any of our Vehicle shall be permitted in the absolute discretion of the Global Business Management Solution Limited. Passengers shall remain responsible at all times for their luggage and shall load and unload their own luggage. The Company may assist the Customer with the loading and unloading of his/her luggage from any of our Vehicle, at the Company's sole discretion.

Global Business Management Solution Limited accepts no responsibility for the loss or damage to any luggage which is transported in any of our Vehicle. The Customer acknowledges and accepts that any luggage stored in our Vehicle may move around during the journey and accordingly the Customer should take extra care when opening the luggage compartment of the Passenger Vehicle.

Passengers are required to comply with current customs laws and regulations and the Company shall not be responsible for any delays caused by any failure to comply with the same.

Global Business Management Solution Limited reserves the right to refuse to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in its absolute discretion, the Company considers a nuisance or a danger to its employees, agents, subcontractors or to fellow Passengers. The Company is committed to providing services in accordance with the Equality Act. Global Business Management Solution Ltd will do what it reasonably can to assist those who are not capable of boarding and alighting any of our Vehicle unaided.

Global Business Management Solution Limited reserves the right to charge reasonable cleaning charges plus three hours loss of earnings for the driver at our normal hourly rate as detailed in the Price List in the event of spillages or in the event that any Passenger vomits or otherwise soils or damages any of our Vehicle.

Any dates, periods or times specified by Global Business Management Solution Limited in connection with the performance of our Services are estimates only and time shall not be of the essence for the performance by the Company of its obligations under the Contract. Global Business Management Solution Limited makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customer's stipulated time period if any and/or within any time period stated by the Company unless expressly agreed in writing by a director of the Company.

Global Business Management Solution Limited shall not be responsible for any property left by Passengers in any of its Vehicle. Such property will be stored by the Company for a period of 28 days and thereafter the Company shall be entitled to return, destroy or otherwise dispose of such property as it, in its absolute discretion, sees fit.

COURIER SERVICES

Credit / Debit Card/Cash Bookings

Please note that you can elect to pay by credit/debit card or cash. Where customer decides to pay the company for his/her service by way of credit card or debit card payment then the details would be processed by Global Business Management Solution Limited.

Please note that when it is cash booking, the contract shall be made between the company acting as agent for the driver. In consideration for the service provided by the driver, the customer shall pay the driver upon arrival at his or her destination or earlier if the driver shall decide at his own absolute discretion.

For the avoidance of any doubt the Customer shall be charged VAT in relation to the payment for any /credit/debit card Cash Services.

In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.

Additional Clause

The Company shall use reasonable endeavours in respect of the Courier Services, to deliver all Goods consigned for delivery to the delivery address given by the Customer within any time for so doing given by the Company or within a reasonable period of time and any receipt obtained by the Company in respect of delivery of Goods shall be conclusive as to time and place of delivery.

The Customer warrants to the Company that all Goods consigned for delivery are adequately packed and labelled with the details of the identity and the address of the party to whom they are to be delivered as well as the return address of the Customer.

The Customer shall not consign for delivery and the Company shall not be required to undertake delivery of the following:

Any Goods which are radioactive, toxic, inflammable, explosive, noxious or otherwise of an inherently dangerous nature;

Any Goods that have an intrinsic value of over £1,000 unless that value has been notified to the Company, in writing at the time of booking the Services and the Company has agreed to undertake delivery thereof in writing;

Any Goods, the possession of which is illegal or which it is illegal to export under English Law or the law of any country to or through which delivery is to be made;

Any Goods of a perishable nature that may deteriorate in transit;

Any Goods that are fragile and/or that are likely to be damaged in transit unless the precise nature of the Goods has been notified to the Company in writing at the time of making the Booking and the Company has agreed to undertake delivery thereof in writing; and

Any bullion, precious metals, cash (coins or banknotes) precious stones, jewellery, antiques, works of art, livestock, animals or foodstuffs unless the precise nature of the Goods been notified to the Company, in writing at the time of making the Booking and the Company has agreed to undertake delivery thereof in writing.

Where the Customer consigns such Goods for delivery that are prohibited:

The Company shall be entitled to return, destroy or otherwise dispose of such Goods as the Company shall, in its absolute discretion, see fit and the Company shall have no liability to the Customer whatsoever in respect of such Goods howsoever arising, and

The Customer shall indemnify the Company in respect of all resulting costs, expenses and losses incurred by the Company.

The Company shall have absolute discretion in respect of any Goods consigned for delivery as to the means of delivery, route and method of delivery, handling, storage and transportation thereof unless agreed otherwise in writing.

Any dates, periods or times specified by the Company in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by the Company of its obligations under the Contract and the Company makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customers stipulated time period if any and/or within any time period stated by the Company unless expressly agreed in writing by a director of the Company.

The Company does not insure any Goods consigned for delivery. It is therefore the responsibility of the Customer to ensure that all Goods are appropriately insured and by so doing the Company accepts no liability for any loss or damage to any Goods.

The Company shall be entitled to exercise a lien over any Goods belonging to the Customer in its possession pending payment of any Charges due to the Company.

Each delivery of Goods shall be accompanied by a delivery note which shows the date of the delivery and any other relevant information. Upon delivery of the Goods, the Customer, having had a reasonable opportunity to inspect the Goods, shall sign the delivery note as confirmation that the Goods have been delivered and that no damage has been caused to the Goods in transit. Where the Customer believes that the Goods have been damaged, the Customer should inform the Company without delay.

ACCOUNT SERVICES

Bookings and Charges

Prior to making any Booking for Account Services, the Customer must first open an Account with the Company.

When making any Booking for Account Services, the Customer must quote its Customer Account Number. If the Customer fails to do so, the Company shall not be obliged to perform the Account Services.

The Company shall be entitled to assume that any Booking made in relation to the account is duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

In consideration of performance of the Account Services, the Customer shall pay the Charges, the administration fee and any applicable VAT without set off or deduction, as invoiced by the Company, within 30 days of the date of an invoice due date.

Payment shall be made by direct debit which is the Company's preference or alternatively by cheque, telegraphic transfer or BACS to such bank account as the Company shall notify the Customer.

The Company shall be entitled to charge an administration fee of up to 20% of the Charge unless otherwise agreed with the Customer.

The Company shall invoice the Customer each month in respect of the Account Services carried out for the Customer during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced.

In the event of non-payment of any Charges by the Due Date, the Company shall be entitled to charge and the Customer shall pay interest at a rate of 5% per annum on any amount outstanding until payment is made, both before and after any judgment.

The Company may, at any time, set a limit on the total credit given and due by any Customer at any one time and the Company shall not be obliged to provide Account Services once that limit has been reached. Any such limit shall be notified to the Customer in writing by the Company.

Any dispute in respect of the Charges shall be submitted, in writing, within 21 days of receipt by the Customer of the relevant invoice.

When an Account is terminated, by any means whatsoever, the Customer shall pay to the Company all outstanding Charges which are owed to the Company as at the date of termination.

These Terms shall apply to all Passenger/courier Services made by an Account Customer.

GENERAL

The following clauses apply to all Passenger Services and all Courier Services, including Account Services.

These Terms shall be incorporated and form part of all Contracts for the provision of the Services by Global Business Management Solution Limited to the Customer.

Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter of any Contract and that it shall have no rights or remedies with respect to such subject matter otherwise than under the relevant Contract.

No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall:

Affect that right, power or remedy; or

Operate as a waiver of it.

The Customer agrees to indemnify and keep the Company fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by the Company as a result of the negligence, acts or omissions or default under the Contract by the Customer, or any Passengers, employees, agents or subcontractors.

The Customer shall be liable for any damage caused by Passengers to any of our Vehicle.

In respect of death or personal injury caused by the Company's negligence, or that of its servants or agents, the Company's liability to the Customer for loss and/or damage caused by the negligence of the Company and/or its servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:

In relation to the Services generally, the Company's liability shall not exceed £150;

In the case of lost or damaged goods including where relevant luggage of Customers travelling in any of our Vehicles, the Company's liability shall not exceed £150 unless the Customer has notified the Company that the Goods have a value in excess of £150 and the Company has agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify the Company against any Passenger claiming sums in excess of such limits.

To the extent permitted by law, the Company shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom the Company sub-contracts its Services to. The Company shall endeavour to ensure that it only sub-contracts its Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If the Company is aware that a third party does not have a level of insurance coverage which the Company would expect, the Company reserves the

right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

The Company shall not be liable to the Customer for any loss of anticipated savings, business revenues, or profits whether categorised as direct or indirect or any indirect, special or consequential loss including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business.

The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond the Company's reasonable control.

The Company shall, in any event, have no liability in respect of any claim, howsoever arising, that is not notified to the Company by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within 14 days of the occurrence of the circumstances giving rise to the claim.

The Customer acknowledges that the limitations on the Company's liability as set out in this Terms and Conditions are fair and reasonable in the circumstances having been taken into account and reflected in the level of the Charges.

Any complaints relating to the Services shall be addressed to the Company and made in writing within 14 days of the event giving rise to the complaint.

Termination of this Contract shall be without prejudice to any rights and/or obligations of the Company and/or the Customer accruing prior to the date of such termination.

Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by fax or by prepaid registered post to the other party at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice sent by facsimile shall, in the case of a facsimile sent before 5.30 pm on a Business Day, be deemed served on receipt of a successful transmission notice and, in the case of a facsimile sent after 5.30 pm on a Business Day, at 10 am on the next following Business Day. Any notice served by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery and, in the case of a facsimile, that such a facsimile was duly despatched to a current fax number of the addressee by providing a confirmation of fax dispatch report.

A person who is not a party to any Contract shall not have any rights under or in connection with the contract.

The Company reserves the right to subcontract or delegate in any manner any or all of its obligations under any Contract to any third party or agent.

If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall reasonably endeavour to agree upon any lawful and reasonable changes to these Terms which may be necessary in order to effect, as close as possible, to give effect to the commercial intent of these Terms.

The Company reserves the right to amend these Terms and conditions at any time upon written notice to the Customer. Notice of non-material amendments to these Terms shall be posted on the Company's website.

These Terms shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.