



1. Contractual Terms and Conditions

1.1 This Account Contract, once signed by the person or company first named (the 'Customer') and sent to Index Auto Services Limited t/as Mole Valley Premier ('Mole Valley Premier') is an offer by Customer to enter into a contract with Mole Valley Premier for the provision of its services on an account basis. An account will be opened only upon issue by Mole Valley Premier to the Customer of written confirmation that the Account Contract has been signed, received and accepted. 1.2 Mole Valley Premier reserves the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract. 1.3 An Account Contract should be signed by the Customer only after agreeing to the terms and conditions contained in this form. The Account Contract shall be personal to both parties and absolutely non-assignable. 1.4 The Customer shall notify Mole Valley Premier of any change in the particulars stated in the Account Contract. Alterations take effect on the date shown in a confirmation notice issued by Mole Valley Premier to the Customer on receipt of any changes.

2. Bookings

2.1 Unless agreed otherwise, no bookings will be accepted by Mole Valley Premier unless the Customer's agreed Account Name and Password and/or Authorised Booker Name is quoted. Mole Valley Premier is entitled to assume that any person who correctly quotes the Account Name and Password and/or Authorised Booker Name has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it. Should the customer request to waive the requirement for a Password and/or Authorised Booker Name this clause will apply as if a Password and/or Authorised Booker Name had been requested and given accordingly. 2.2 Mole Valley Premier may in its absolute discretion without liability and without giving reasons refuse to accept any booking. 2.3 All accepted bookings are confirmed at the time of the booking. The Customer is liable for all charges incurred from the time when the vehicle is assigned to the booking until completion of the assignment or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer may also be liable for the cancellation charges detailed in 3.4. The liability of Mole Valley Premier in the event of cancellation is set out at 4.4.

3. Charges

Charges will be made in accordance with our 'Set Fare' tariff. The selected tariff is dictated by requested vehicle type. Items and bases of charging include: 3.1 A minimum fixed charge for the first 1 mile and then a set charge per mile thereafter. 3.2 A charge for waiting time over a set threshold will be applicable. On standard pick-ups 10minutes grace will be given, any additional waiting time will be charged at the current rate. Airport pick-ups will have a 60minute grace period, any additional waiting time will be charged at the current rate. 3.3 Hourly or daily hire is priced on a case by case basis in relation to the distance a vehicle is expected to travel within that time. 3.4 In the event of a cancellation made within the dispatch time of a booking, the driver will be compensated the estimated journey cost, at the



TEL: +44 (0)1372 379379

INFO@MOLEVALLEYPREMIER.COM

WWW.MOLEVALLEYPREMIER.COM

current rate, in full. 3.5 In the event of a vehicle being soiled by a passenger, the current 'soiling charge' will be applied. 3.6 An administration charge may be charged to your account. This will be included in your Account Contract. 3.7 VAT is not applicable to your journey prices. VAT will be applicable on any administration fee charged to your account. We will advise you in writing before making any change to your prices. For reasons of competitive sensitivity we are not able to publish our prices. Should you require information about your prices at any time please contact your appropriate Account Manager who will reply to your request within one business day.

4. Extent of Mole Valley Premier's Liability

4.1 Any quoted pick up or journey times are best estimates only and whilst Mole Valley Premier uses all reasonable efforts to transfer passenger(s) to their destinations in the shortest possible time, Mole Valley Premier shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Customer's or the passenger(s)' expectations for whatever reason nor shall Mole Valley Premier have any other liability to the Customer or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination. 4.2 Mole Valley Premier shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of Mole Valley Premier. 4.3 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance. Mole Valley Premier cannot entertain any claim for loss of or damage to any such items. 4.4 If Mole Valley Premier cancels a booking it shall have no liability to the Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation. In such an event, Mole Valley Premier may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf. 4.5 Any claim or complaint shall be notified by the Customer to Mole Valley Premier within 30 days of the date of the invoice containing the relevant booking.

5. Payment

5.1 Unless agreed otherwise, invoices are issued monthly to the address and relevant person indicated on the Account Contract. Each invoice only covers bookings up to the date stated on it. 5.2 Settlement in full is due 30 days from the invoice date. 5.3 Mole Valley Premier reserves the right to suspend an account from further use if an invoice is 90days overdue. 5.4 The Customer shall pay to Mole Valley Premier any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue payment. 5.5 Queries must be notified in writing to Mole Valley Premier within 30 days of receipt of the invoice after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.

6. Termination of Account

6.1 The account is terminable by either party in writing on seven days' notice at any time without any reason being given and may also with immediate effect be terminated by Mole Valley Premier without notice at any time if any amount is due and unpaid by the Customer as stated in 5.3.

6.2 Upon termination of the account for whatever reasons all sums payable to or chargeable



TEL: +44 (0)1372 379379
INFO@MOLEVALLEYPREMIER.COM
WWW.MOLEVALLEYPREMIER.COM

by Mole Valley Premier, or otherwise appearing on the Customer's account, shall become immediately due and payable in full if not already due and payable.

7. Alteration to these Terms & Conditions

Mole Valley Premier reserves the right to alter or vary these terms and conditions in any respect at its absolute discretion upon notifying the Customer of the relevant alterations and of the date upon which such alterations take effect.

8. Applicable Law

The laws of England and Wales apply.



TEL: +44 (0)1372 379379
INFO@MOLEVALLEYPREMIER.COM
WWW.MOLEVALLEYPREMIER.COM