

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 02030110549. These conditions mean the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the client and the service provider; Terms/Conditions apply to all services provided by VG OZONE LTD

Application

1. These Terms and Conditions will apply to the purchase of the services provided by VG OZONE LTD
2. VGOZONE TRANSFERS of 22 ABBEY ROAD, UNIMIX HOUSE LONDON, NW10 7TR with email address CONTACT@OZONETRANSFERS.CO.UK; telephone number (02030110549); (the Supplier or us or we).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

DEFINITIONS

4. "Booking" means a Customer's request for Services howsoever communicated to us as evidenced by our records; Contract means the legally-binding agreement between you and us for the supply of the Services;
5. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. "Cancellation Fee" means a fee payable by the Customer for the cancellation of the Services by the Customer after the Passenger Vehicle has set off to fulfil the Booking (whether or not it has arrived at the Collection Address) as detailed in the Price List (the Cancellation Fee will be higher where the Collection Address is outside of Central London); Order means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
7. Services means the services, including any Goods, of the number and description set out in the Order. "Contract" means a contract for the provision of Services for Customers made by Airport Transfer Cars Ltd acting as disclosed agent for the Driver for the provision of Cash and Credit Services;

Services

8. The description of the Services and any Goods is as set out in our website, catalogues, brochures or

other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.

9. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
10. All Services are subject to availability.
11. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

12. The Customer accepts these Conditions by placing a reservation with the provider via, without limitation, the Provider's website (www.vgozone.co.uk), telephone or any representative agent of the Provider. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

13. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
14. After the Customer has made a reservation, he/she will receive an e-mail from the Provider acknowledging that the latter has received the confirmation. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
15. The Provider or any Authorized Representative of the Provider will accept the reservation made by the Customer by sending to the same an e-mail of confirmation. The Contract will only be formed when such a confirmation e-mail is sent to the Customer. No reservation submitted by the Customer shall be deemed to be accepted by the Provider unless and until confirmed in writing by the Provider or an authorized representative of the Provider. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
16. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Fees and Payment

17. The Prices are based on Customers being ready to travel at the booked time. Customers must book their airport transfer in accordance with check-in times and guidelines provided by their relevant airline. We will not be responsible for any loss in case the Customer will book the transfer with our company on short notice or without taking in consideration the arrival time at the airport advised by the airline company. We will not be responsible for any Loss in case the customer will book the transfer with our company in short notice or without taking in consideration the Arrival Time at the *airport advised by the airline company*. Fees and charges include VAT at the rate applicable at the time of the Order.
18. All meets apart from airports waiting time are free for the first 15 minutes; thereafter you will be charged 0.30£ per minute on the entire waiting time. In case of airports' meets, the first 30 minutes waiting time from the time of landing are free, and additional free waiting time can be requested at time of booking; thereafter Customers will be charged 0.3£ per minute. There is no additional charge for flight delays.

Delivery

19. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
 - a. in the case of Services, within a reasonable time; and
 - b. in the case of Goods, without undue delay and, in any event, not more than 30 calendar days from the day on which the Contract is entered into.
20. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
21. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - a. we have refused to deliver the Goods, or if delivery on time is essential taking into consideration all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
22. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
23. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you and we will pay the costs of this.

24. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
25. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
26. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
27. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
28. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.
29. Prices quoted are flat rates. Any diversions, additional set downs or pickups by Customers will incur a minimum charge of £5.00 per stop on the way, set down or pickup. Prices quoted for Services that are not subsequently booked will have a validity of 24 hours. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.
30. Neither VG OZONE LTD nor any of its contracted or sub-contracted drivers will accept responsibility for loss or damage to luggage. Clients are responsible for ensuring that their luggage is loaded/unloaded at all times, if accompanying the luggage on the journey. VG OZONE LTD & or its contracted or sub-contracted drivers have the right to refuse any client or to make the journey due to the client having excess luggage which would result in the vehicle being unsafe whilst in motion.
31. Vehicles are booked by Customers as requested by the same. Saloon and estate cars carry a maximum of 4 Customers and luggage. Vehicles to carry a larger number of Customers and luggage are available and can be booked as required. Please check the Provider's website for luggage limitations and vehicle types).
32. The Provider uses Google Maps to improve the Website user experience for our Customers. However, the Provider does not assume any responsibility for the maps accuracy, distance or time displayed by Google Maps. This is a third partieservice. If the Customer wants to know the exact distance, the average time of a journey or other information displayed by Google Maps, they should call our Customer Service team on +44 (0) 20 3011 0549 or email the Provider at contact@vgozone.co.uk at the time and date of the booking.
33. Waiting time. For airport pick-ups, in case the customer does not specify any extra time for getting through customs and luggage reclaim, the service provider, VG OZONE Ltd, will automatically add 30 minutes of extra waiting time for customers that come with European flights and 45 minutes for those who come in with International flights.
34. The Provider uses Google Maps to improve the Website user experience for our Customers. However, the Provider does not assume any responsibility for the maps accuracy, distance or time

displayed by Google Maps. This is a third party service. If the Customer wants to know the exact distance, the average time of a journey or other information displayed by Google Maps, they should call our Customer Service team on +44 (0) 20 3011 0549 or email the Provider at contact@ozonetransfers.co.uk at the time and date of the booking.

35. All pick-ups from outside of London's boundaries must be paid in advance and booked at least 4 hours ahead of the pick-up time.
36. The use of a child seat will be charged with 5 pounds each.

Withdrawal and cancellation

37. No reservation which has been accepted by the service provider may be cancelled by the client except with the agreement in writing, by email, telephone or otherwise of the service provider and on terms that the client shall indemnify the service provider in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the service provider as a result of cancellation.
38. All cancellations must be notified by calling 02030110549 or e-mailing contact@ozonetransfers.co.uk. If calling from abroad, the number to dial is 00442030110549.

We reserve the right to refuse service to anyone taking into consideration the below situations :

39. When a customer is consuming alcohol
40. When a customer has been or is being, disruptive
41. When a customer harasses the employees
42. We will supply the Services with reasonable skill and care.
43. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights.
44. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).
45. General Applications
46. The service provider shall not be liable to the client or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the service provider's obligations in relation to the service, if the delay or failure was due to any cause beyond the service provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the service provider's reasonable control directly or

indirectly:

47. Act of nature, explosion, flood, tempest, fire or accident, volcanic ash clouds;
48. War or threat of war, sabotage, insurrection, civil disturbance or requisition;
49. Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
50. Traffic accidents, traffic hold ups, traffic congestion, diversions;
51. Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the service provider or of a third party);
52. Flight delays, flight cancellations;
53. Power failure or breakdown in machinery including computer systems.
54. Except as expressly provided in these Conditions, the service provider shall not be liable to the passenger by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the contract, for any direct or consequential loss or damage sustained by the client (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the service provider, its servants or agents or otherwise) which arise out of or in connection with the supply of the service.
55. The Provider will not be liable or responsible for any failure to perform or delay in performance, regarding any of the Provider's obligations under a Contract, if they are caused by an Event Of Force Majeure.
56. In the case of an Event Of Force Majeure affecting the performance of the Provider's obligations under a Contract:
57. (a) the Provider will contact the Customer as soon as reasonably possible to notify the same; and
58. (b) the Provider's obligations under a Contract will be suspended and the time for performance of the Provider's obligations will be extended for the duration of the Event Of Force Majeure. Where the Event Of Force Majeure affects the delivery of the Service to the Customer, the Provider will use its reasonable endeavours to arrange a new delivery date with the Customer after the Event Of Force Majeure is over, provided that the Service is still needed by the Customer.
59. No waiver by the service provider of any breach of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.
60. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
61. The Contract shall be governed by the laws of England & Wales.
62. We take complaints seriously and we will investigate every complaint thoroughly. Please provide as much information as possible when making a complaint, i.e. (Date, time, location, driver

number, reason for complaint), via e-mail.