

Last Minute Taxi Passenger T&C's

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Last Minute Taxi (LMT)'s predominant use is for the purpose of Airport runs and for "The Drivers" to fill empty taxis going to or from the Airport, any parking fees, expenses or tolls incurred during, before or after the Client pick up are solely the responsibility of "The Driver". LMT may, from time to time, be used to match clients with drivers for transportation to and from other venues or major events.

Registration details required are as follows; Name, Address, E-Mail address, Mobile phone number, at least one valid Card/payment method. In order to use most aspects of the Services, you must register for and maintain an active personal user Service account. You must be at least 18 years of age to obtain an Account. You agree to maintain accurate, complete & up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by "LMT" in writing, you may only possess one Account.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Once registration is complete and account activated you may log in and use LMT's services at any time, with the exception of times where essential Site/App maintenance is being carried out, these occasions will be kept to a minimum and notice given.

"LMT" accepts PHV (Private Hire) bookings acting as disclosed agent for the "Transportation Provider". Such acceptance by "LMT" as agent for the Transportation Provider gives rise to a contract for the provision to you of transportation services between you and the Transportation Provider (the "Transportation Contract"). For the avoidance of doubt: "LMT" does not itself provide transportation services, and is not a Transportation Provider. "LMT" acts as intermediary between you and the Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that "LMT" accepts your booking as agent for the Transportation Provider, but is not a party to that contract.

For the sake of clarity, your PHV Booking will be accepted and allocated to a Transportation Provider by "LMT" as holder of the relevant operator's licence. You should be aware that the Transportation Provider to which your PHV Booking is allocated and who provides the Transportation Services may be licensed in an area other than where the booking is requested or the Transportation Services are provided.

BOOKING SERVICES BY "LMT"

"LMT" provides certain services through the "LMT" App installed on your GPS-enabled smartphone.

The Booking Services include:

1. The acceptance of PHV Bookings (which include bookings requested in advance in the "LMT" app), but without prejudice to "LMT's" rights at its sole and absolute discretion to decline any PHV Booking you seek to make
2. Allocating each accepted PHV Booking to a Transportation Provider via such means as "LMT" may choose
3. Keeping a record of each accepted PHV Booking
4. Remotely monitoring (from "LMT's" registered office and/or operating centres) the performance of the PHV Booking by the Transportation Provider
5. Receipt of and dealing with feedback, questions and complaints relating to PHV Bookings, which may be made by email: customers@LastMinuteTaxi.co.uk You are encouraged to provide your feedback if any of the transportation services provided by the Transportation Provider do not conform to your expectations
6. Managing any lost property queries relating to PHV Bookings.

PAYMENT

The Booking Service is provided by "LMT" to you free of registration fee, however a booking charge does apply and is included in the fare you are quoted. "LMT" reserves the right to introduce a fee for the registration of the Booking Services.

If "LMT" decides to introduce such a fee, it will inform you accordingly and allow you to either continue or terminate your access to the services through the "LMT" App/Site at your option. It is not intended at this time to introduce a registration fee to passengers/clients. All Charges are due immediately and payment will be facilitated as soon as practicable by "LMT" using the preferred payment method designated in your Account.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and "LMT". If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. "LMT" may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. "LMT" will provide you with as much notice as it reasonably can of such termination, cessation or denial, being at least 24 hours notice. However, "LMT" reserves the right to terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, immediately at any time without notice if;

(A) You are in breach of these Terms

(B) it is impractical to give such notice in the circumstances, or

(C) in "LMT"'s opinion, any delay in such termination would expose "LMT" or a third party to significant risk of harm or damage.

The Services

The Service constitutes a technology platform that enables users of "LMT"'s mobile applications or websites provided as part of the Services to pre-book and schedule transportation.

License.

Subject to your compliance with these Terms, "LMT" grants you a limited, non-exclusive, revocable, non-transferable license to:

(A) Access and use the Applications on your personal device solely in connection with your use of the Services;

(B) Access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use.

(C) Any rights not expressly granted herein are reserved by "LMT" and "LMT"'s licensors.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. "LMT" does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

LIMITATION OF LIABILITY.

"LMT" SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF "LMT" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "LMT" SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF:

(A) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR

(B) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF "LMT" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "LMT" SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND "LMT"'S REASONABLE CONTROL. IN NO EVENT SHALL "LMT"'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED EUROS (€100).

"LMT"'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT "LMT" HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Privacy Settings

The Privacy Settings menu in the "LMT" client app gives users the the ability to set or update their location and contacts sharing preferences, and their preferences for receiving mobile notifications from "LMT". Clients can also delete their "LMT" account from the Privacy Settings menu.

Device Permissions

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that apps cannot access without your consent. And these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the "LMT" app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the "LMT" app seeks before you first use the app, and your use of the app constitutes your consent.

Accessing and Correcting Your Information

You can edit the name, phone number and email address associated with your account through the Settings menu in "LMT"'s apps. You can also look up your trips history in the "LMT" apps.

Updates To This Policy

From time to time we may update this policy. If we make significant changes, we will notify you of the changes through the "LMT" apps or through others means, such as email. By using our services after such notice, you consent to our updates to this policy.