



WELL-MAN CARS
HAMILTON'S NO.1 PRIVATE HIRE
01698 891313

OUR TERMS

1 THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply ground transportation services ("Transportation Services") to you, arranged via the website wellmancars.co.uk, the Well-Man Cars mobile application and other content, websites, applications, products and services (together the "App") made available or supplied by us the (ii) arrangement of bookings for drivers to supply ground transport services ("Transportation Services") through the App or by phone or providers of the email with Transportation Service.

1.2 Why you should read them. Please read these terms carefully before you register to use the App or submit a request for Transportation Services ("Booking Request") to us. These terms tell you who we are, how we will provide Transportation Services to you, how you and we may change or end a Booking (as defined in clause 4.2 below), what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying Transportation Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 Entire agreement for business customers. If you are a business customer these terms constitute the entire agreement between us in relation to the Transportation Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Well-Man Cars (T/A Argyle Cars Limited) Registered in Scotland, CRN SC258329.

2.2 How to contact us. You can contact us by writing to us at info@wellmancars.co.uk or by calling us on 01698 891313.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you create an account to access and use the App.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 REGISTRATION AND ACCOUNTS

3.1 Registration process. To complete the registration process for the App you must provide certain details via the registration screens. We reserve the right to accept or reject a request for registration but if we accept the request, we will confirm this via email to the email address provided and generate an account for you.

3.2 Accuracy of information. It is your responsibility to maintain accurate, up to date and complete details in your account. Failure to keep accurate, up to date, and complete account details may result in you being unable to access and use the Transportation Services or have your account cancelled.

3.3 Passwords. You must keep your password secret and not allow third parties to use your account. If you become aware or have reason to believe that a third party is accessing or has otherwise gained access to your account, you must notify us immediately.

3.4 Acceptance of these terms. By accessing, registering for us using the App you accept the application of these Terms. Therefore, please read these Terms carefully before accessing, registering for, or using the App or making any Booking Requests.

3.5 Modification of Terms. From time to time we may make modifications of these Terms which will be posted at this location and it is your responsibility to check for updates to these Terms each time you make a Booking. The modifications will only form part of Booking Request once you have accepted them by continuing to access or use the App.

4 BOOKINGS AND OUR CONTRACT WITH YOU

4.1 About the Transportation Services. Transportation Services may include some or all of the following: one-way transfers (a transfer from a specific pickup location to a specific destination or a transfer from a specific pickup location without specific destination), return transfers (a transfer from a specific pickup location to a specific destination and back) and hourly bookings (the provision of a vehicle with a driver for a certain time period).

4.2 How we will accept your Booking Request. Contracts between us and you for the provision of Transportation Services in accordance with a Booking request ("Booking") are concluded through the App as follows:

4.2.1 You must indicate the desired Service (e.g. one way or hourly booking) and fill in the details in the App.

4.2.2 The fee or an estimated fee for the Transportation Services will be displayed. An estimated fee will be displayed if the fee is calculated based on time and distance and a fixed fee will be displayed if the fee is calculated based on an hourly booking.

4.2.3 You then confirm the Booking Request and payment method / the associated

billing details (if applicable), and contact information before submitting the Booking Request.

4.3 If we cannot accept your Booking Request. If we are unable to accept your Booking Request, we will inform you of this [within the App] and will not charge you for the Transportation Services. This might be because suitable drivers are unavailable, too far away, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error or because we are unable to meet a pickup or drop-off deadline you have specified.

4.4 Your booking number. We will assign a booking reference number to your Booking and tell you what it is when we accept your order. It will help us if you can tell us the Booking number whenever you contact us about your Booking.

4.5 We only provide Transportation Services in the UK. Our App is solely for the promotion of Transportation Services in the UK. We accept Booking Requests from addresses outside the UK but only insofar as they relate to the provision of Transportation Services within the UK

4.6 When we will provide the Transportation Services. During the booking process we will let you know when we will provide the Transportation Services to you. We will begin the Transportation Services on the date and time set out in the Booking. The estimated journey time is as advised to you during the booking process.

4.7 We are not responsible for delays outside our control. If our supply of the Transportation Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

4.8 Acceptable conduct. At all times when you are receiving the Transportation Services you shall, and you must ensure that all other persons in your group shall:

4.8.1 Wear a seatbelt at all times when you are in the vehicle,

4.8.2 Not smoke or consume alcohol in the vehicle,

4.8.3 Be respectful to drivers and not physically or verbally them,

4.8.4 Remove all of your belongings from the vehicle at the end of your journey,

4.8.5 Not damage or cause mess within a vehicle, or

4.8.6 Engage in dangerous or reckless behaviour whilst in the vehicle.

5 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your Booking please contact us and we will let you know if the change is possible. If it is possible we will let you know about any changes to the estimated price, the timing of supply of the Transportation Services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Transportation Services and/or the App. We may change the Transportation Services and/or the App:

- 6.1.1** to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2** to implement minor technical adjustments and improvements to the App, for example to address a security threat. These changes will not affect your use of the App or how the Transportation Services are provided.

6.2 Updates to the App. We may update or require you to update the App from time to time to ensure that you are always using the most up to date, secure, and user friendly version of the App.

7 YOUR RIGHTS TO CANCEL A BOOKING

7.1 You can always cancel a Booking. Your rights to cancel a Booking will depend on the reason why you want to cancel and whether you are a consumer or business customer:

- 7.1.1** If you want to cancel the Booking because of something we have done or have told you we are going to do, see clause 7.2;
- 7.1.2** In all other cases (if we are not at fault), see clause 7.4.

7.2 Cancelling a Booking because of something we have done or are going to do. If you are cancelling a Booking for a reason set out at clauses 7.2.1 to 7.2.5 below the Booking will end immediately. The reasons are:

- 7.2.1** we have told you about an upcoming change to the Transportation Services forming the Bookings or these terms which you do not agree to;
- 7.2.2** we have told you about an error in the price or description of the Transportation Services in your Booking and you do not wish to proceed;
- 7.2.3** there is a risk that supply of the Transportation Services may be significantly delayed because of events outside our control;
- 7.2.4** we have suspended supply of the Transportation Services for technical reasons, or notify you we are going to suspend them for technical reasons; or
- 7.2.5** we have done something wrong which is sufficiently serious to give rise to a legal right for you to cancel the Booking.

7.3 Non-application of the right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products and services bought online you have a legal right to change your mind within 14 days and receive a refund, however these rights, under the Consumer Contracts Regulations 2013, do not apply in respect of the Transportation Services.

7.4 Cancelling the Booking where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still cancel the Booking before you are picked up. If you want

to cancel the Booking in these circumstances, you can do so in the Bookings section of the App and the following cancellation policies will apply:

7.4.1 For “on demand” Bookings (i.e. Bookings requiring immediate pick up), you may be charged a reasonable cancellation fee if a driver has been dispatched before the Booking is cancelled;

7.4.2 For pre-booked Bookings (i.e. Bookings requiring a pick up at some future date/time), you may be charged a cancellation fee of up to the full price of the Booking if the Booking is cancelled after your hire has been dispatched.

7.5 Method of Cancellation. Cancellations are not possible by email or phone call. We will confirm valid cancellations to you by email.

8 OUR RIGHTS TO CANCEL A BOOKING

8.1 We may cancel a Booking due to your conduct. We may cancel a Booking at any time if:

8.1.1 you remove any payment details from your account;

8.1.2 we consider that you may be or could likely be in breach of your obligations under clause 4.8;

8.1.3 If you are uncontactable or unavailable to be picked up, which shall be determined in the following manner:

8.1.3.1 For “on demand” Bookings (i.e. Bookings requiring immediate pick up), you must be contactable from the time the Booking is made until you are picked up, and

8.1.3.2 For pre-booked Bookings (i.e. Bookings requiring a pick up at some future date/time), you must be contactable for up to 30 minutes before the booked pick up time.

8.2 You must compensate us if you breach these terms. If we cancel the Booking in the situations set out in clause 8.1 we may charge you reasonable compensation for the net costs we will incur as a result of your conduct requiring us to cancel the Booking, such reasonable compensation will be calculated in a similar manner to that set out in clause 7.4.

9 IF THERE IS A PROBLEM WITH THE TRANSPORTATION SERVICES

How to tell us about problems. If you have any questions or complaints about the Transportation Services, please use the following complaints procure:

9.1 Initially you should contact the driver or operator using the contact details set out in the App. As the person actually provided the Transportation Services they are best placed to tackle any immediate issues or concerns that might require to be dealt with quickly.

9.2 If you are unhappy with how the taxi driver or operator has dealt with your problem and you wish to raise a formal complaint, then you may contact us using the contact details set out in the App or above. However your initial attempt to resolve the problem should always be with the taxi driver or operator.

10 YOUR RIGHTS IN RESPECT OF DEFECTIVE TRANSPORTATION SERVICES IF YOU ARE A CONSUMER

10.1 If you are a consumer we are under a legal duty to supply Transportation Services that are in conformity with the Booking.

See for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Where you have booked for services such as the Transportation Services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

11 PRICE AND PAYMENT

11.1 Where to find the price for the Transportation Services. The estimated price of the Transportation Services will be indicated on the App when you place a Booking Request in accordance with clause 4.2

11.2 When you must pay and how you must pay. Upon completion of your Journey, your account or your registered card (as applicable) will automatically be charged or you can pay the driver directly using cash or their card terminal.

11.3 Invoices/Receipts. We will send by email or make available via the App, a ride summary, an invoice and/or a receipt of fees.

11.4 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact your booking agent. Once the dispute is resolved we will either:

- 11.4.1** automatically charge you for any shortfall in our charges;
- 11.4.2** refund you any excess charges within 7 days; or
- 11.4.3** take no further action.

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are not responsible for losses related to onward travel. Where you have arranged onward travel following a Booking (for example, a plane flight or train journey) we will not be responsible for any losses arising out of you being late for or missing any departure times for such onward travel and you must ensure that such losses are covered by appropriate travel or other insurance.

12.2 We are responsible to consumers for foreseeable loss and damage caused by us. Subject to clause 12.1, if you are a consumer and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms as they apply to a Booking or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Booking was made, both we and you knew it might happen.

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Transportation Services.

12.4 When we are liable for damage to consumer property. If you are a consumer we will make good any damage to your property caused by us in providing the Transportation Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.

12.5 We are not liable for business losses. If you are a consumer we only supply the Transportation Services for domestic and private use. If you use the Transportation Services for any commercial or business purpose we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Booking or your use of the App.

12.6 No limit on liability for certain losses. Nothing in these terms shall limit or exclude our liability for:

12.6.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); or

12.6.2 fraud or fraudulent misrepresentation.

12.7 Financial cap on our liability. Our total liability to you for all other losses arising under or in connection with any Booking or your use of the App, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the journey to which the Booking relates.

13 HOW WE MAY USE YOUR PERSONAL INFORMATION How we will use your personal information. We will only use your personal information as set out in our privacy policy here <https://wellmancars.couk/privacy-policy>

14 OTHER IMPORTANT TERMS

14.1 You need our consent to transfer your Booking or any other rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.2 Nobody else has any rights under any Booking. The Booking is between you and us. No other person shall have any rights to enforce any of its terms.

14.3 If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.5 Which laws apply to the Booking and your use of the App and where you may bring legal proceedings if you are a consumer. These terms are governed by Scottish law and you can bring legal proceedings in respect of any Booking or your use of the App in the Scottish courts. If you live in the England or Wales you can bring legal proceedings in respect of any Booking or your use of the App in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of any Booking or your use of the App in either the Northern Irish or the English courts.

14.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a Booking or your use of the App shall be governed by and construed in accordance with the Scots law and the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.