

# Legal Disclaimer

**Please read the terms of this disclaimer carefully – it contains important information about the service we provide, your rights and limits our obligations to you when certain things go wrong.**

When you book with us you will specify a collection time and may specify the time by which you need to arrive at your destination. Whilst we will do what we can to collect you/your passengers at the agreed time and to arrive at the specified destination on time, the very nature of road transport means we cannot guarantee that will happen.

You are responsible for ensuring that the collection time you have agreed allows you sufficient time to reach your destination, taking account of the unexpected events that could occur and delay your journey or our vehicle on its way to collect you.

Please be aware that there are numerous factors that we cannot prevent against and which may impact or delay your journey with us. For these reasons our service is provided on the basis that we are not responsible for any inconvenience, losses you suffer, costs you incur or other consequences arising from our failure to provide, or delays in providing, our agreed service because of factors which could reasonably be considered to be outside our reasonable control. Factors outside of our reasonable control include (but are not limited to) adverse weather conditions; accidents involving our vehicles; delays caused by traffic congestion, road works, road closures, accidents or diversions; or mechanical breakdowns which are unexpected and could not have been prevented by a reasonable preventative maintenance programme.

## T & C

**01.** Areas outside of East Dunbartonshire should always be checked with our Call Centre for price and travel time.

**02. Preferred Service & Registered Credit Card.** We accept Visa, MasterCard & Switch in GBP for In App registered cards.

2a. Registered cards can only be used for journeys not exceeding £50. You will be able to use the vehicles Chip & Pin card machine for journeys exceeding £50.

2b. East Dunbartonshire T.O.A reserve the right to refuse any hire without reason.

2c. A Minimum Price is applicable on any hire.

2d. A Cancellation charge is applicable on any booking which has been dispatched to a taxi and the booking has been accepted.

2e. A No Contact charged is applicable if after 10 minutes at the requested pick up we fail to make contact. A call to the telephone number provided will be made before the taxi is stood down.

**03.** Card payments over £30 and or jobs terminating outwith East Dunbartonshire , may be charged to your card at the start of any journey. If a card payment can't be processed because of any technical issue by East Dunbartonshire T.O.A, the vehicle, or any third party, the driver has the right to refuse the hire. Alternatively, you may have to find an alternative method of payment before a journey commences.

**04.** East Dunbartonshire T.O.-A & Taxi Industry operates on a first available, closest vacant taxi basis and is not a guaranteed service.

**05.** Whilst every endeavour is made by East Dunbartonshire T.O.A to fulfil your booking at the requested time, it is not always possible to achieve. The taxi industry is a demand driven transport service and events outwith our control, such as weather and traffic delays and other events can impact on our normal service levels. Some examples, such as, but not limited to, Concerts, Sporting events, and Public Holidays may also affect our service levels. East Dunbartonshire T.O.A -does not accept liability for any costs incurred for any late bookings or non-arrival.

**06.** East Dunbartonshire T.O.A does not make any promise or representation that a taxi will be available to accept a booking made using this website or that a taxi will arrive at the time you have nominated in your booking using any of East Dunbartonshire T.O.A booking options, App, Online, IVR or Call centre.

**07.** East Dunbartonshire T.O.A does not give any warranties or representation in relation to any service supplied by this website, or any information contained therein; or accept any responsibility for any loss or damage which may be occasioned through your use of this website or your reliance upon any information contained in this website.

**08.** It is the responsibility of the passenger to ensure that any belongings or items travelling are secure at all times. **East Dunbartonshire T.O.A** accepts no liability for the loss, theft or damage to passengers' property or belongings, however sustained or caused.

**09. East Dunbartonshire T.O.A** reserve the right to stop any booking without notice and / or suspend access to any of our services without notice.

**10.** Your contact phone number may be given to your driver for job related questions only. All data that is kept for recording and business purposes will be stored securely in accordance with the Data Protection principles set out in the General Data Protection Regulations (GDPR). In the course of your booking with East Dunbartonshire T.O.A, it will be necessary for EAST Dunbartonshire T.O.A to process personal data relating to you. A full explanation of how we use your personal data and your rights in relation to your personal data are set out in East Dunbartonshire T.O.A Privacy Notice, which is available on our website [www.1011taxi.com](http://www.1011taxi.com). For the avoidance of doubt, the Privacy Notice does not form part of, and is not incorporated into this Agreement and it may be varied, from time to time, by the Company.

**11.** Fare Estimator/ Quote: Fares displayed by the 'Estimate Fare' feature are estimates only. These are based on shortest route (not necessarily quickest route, the quickest route may attract a higher fare), and average traffic conditions. Fare estimates are indicative only, this is not a quote and cannot be used for payment negotiations; the final fare charged can vary due to physical locations; traffic conditions; time of day; East Dunbartonshire Council Extra tariff card charges; waiting time and route driven. Hires outside of East Dunbartonshire Boundary may be Fixed Price, agreed and paid before the taxi moves off from the pickup point. The estimate does not include surcharges based on tolls, airport parking charges or Credit Card charges.

**12.** East Dunbartonshire T.O.A is a Friendly Mutual Society run by members for members with the main purpose of securing work and dispatching work to our members. The Society does not employ drivers. A number of our members own vehicles and rent them to licenced taxi drivers. Additionally, not all taxis and drivers registered by East Dunbartonshire Council are members of our Society.

**13.** We reserve the right to update and edit our online terms and conditions at any point. For the most up to date information please visit this page regularly.

**14.** Our terms and conditions- The content provided on this website, App & Online Booking facility are strictly copyright material of- East Dunbartonshire T.O.A , we reserve the right to take down, edit, and store, all of our online material.

East Dunbartonshire T.O.A T & C.

Last edited: 1 May 2018.