

TERMS AND CONDITIONS FOR TRANSPORTATION SERVICES

ERMITA & CO. LTD (hereinafter referred to as “the Carrier”) accepts passengers, baggage and personal items for carriage only under the conditions set out below.

No employee or agent of the Carrier is authorised to alter these conditions in any way, unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person.

If any law is required to apply to the Agreement and any part of these Conditions is incompatible with such law, that part will, with respect to the Agreement, be void to that extent and nothing else.

These conditions were revised on 27 February, 2024.

DEFINITIONS

“Customer” means the person or company that contracts with the carrier for the carrier's services.

“Cancellation Fee” means a fee charged by the Carrier for cancelling the Service by the Customer prior to the reserved pick-up time.

“Arrival Cancellation Fee” means a fee charged when a Shipment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier.

“Conditions” means the conditions of carriage set forth herein, including any change, variation or amendment subsequently advised to the customer by the carrier.

“Contract” means the contract of carriage between the Customer and the Carrier in these Conditions and applies to all bookings between the Customer and the Carrier.

“Price List” or “Price Quote” means the list maintained by the Carrier of its charges for the Service or any agreed charges quoted to the Customer or as published on the Carrier's website prior to or at the time of booking.

“Baggage and Personal Items” means suitcases, trunks, suitcases or other similar items used by a Passenger to store their personal belongings during the Service and including all other items (such as bags, cell phones, personal electronic devices, sunglasses, cameras and keys) brought by a Passenger to the Vehicle but not contained in a suitcase, suitcase or bag.

“Passenger” means a person (including the Customer, where applicable) whom the carrier agrees to transport from one place to another.

“Driver” or “Chauffeur” means a driver licensed in London who drives a PHV vehicle licensed in London.

“Service” or “Transportation Services” means the carriage of passengers requested by the customer.

TRANSPORTATION OF PASSENGERS AND BAGGAGE

The customer contracts as an agent and/or on behalf of any and all passengers.

The customer may hire transportation services for himself and/or as an agent on behalf of any and all passengers.

The operator is responsible for all transport services.

ERMITA & CO. LTD is responsible for both the acceptance of the reservation and the provision of transport services.

Driver's right to refuse carriage

Only the operator can cancel a booking with a customer/passenger, although the driver may legally refuse to undertake a particular journey in exceptional circumstances.

The driver is responsible for the safety of the vehicle and its occupants. Any Passenger whose conduct the driver reasonably believes to be intoxicated and disorderly, threatening, abusive, dangerous or in violation of any statutory regulation may be removed from a Vehicle or prevented from boarding.

The customer will be responsible for the conduct of any passenger and shall indemnify the carrier for any damage or injury caused to the driver of the vehicle or the property of third parties by the customer or any passenger.

Loss of Passenger Baggage

Passenger(s) will be responsible at all times for their baggage and personal items and will ensure that all baggage and personal items are loaded into the Vehicle prior to commencement of the Service and unloaded from the Vehicle after service completion. Carrier accepts no liability for any loss/damage to baggage and personal items or consequential loss arising from baggage and personal items not loaded or unloaded from the vehicle.

sick passengers

The customer will be responsible for the conduct of the passenger(s) and shall pay for any loss and/or damage caused by the passenger(s) to the Vehicle or any other property, including but not limited to cleaning costs after any spillage or fouling of the Vehicle and any loss of income suffered by the Carrier or any subcontractor or employee of the Carrier due to the unavailability of the Vehicle during such cleaning.

Waiting time - General

Passenger(s) and any baggage or personal items must be ready for collection at the time stipulated by the customer at the time of booking. However, the carrier will grant a 10 minute wait or collection, at the time of boarding of the passenger(s). In the event that all passengers booked have not boarded the vehicle within 10 minutes, the carrier reserves the right to charge the customer for the total loading/waiting time (for the avoidance of doubt, including the first 10 minutes) in accordance with the price list or price quote. In any case, the carrier reserves the right to terminate the contract at any time after the first 10 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the price list or price quote for such termination.

Waiting time – Collections at Airports, Seaports and International Train Terminals In relation to passenger collections at Airports, Seaports or International Train Terminals, the Carrier will allow 30 minutes (from the last estimated time of arrival or disembarkation known by the Carrier for the train or ship of the relevant aircraft) for holding and loading. Subsequently, the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 30 minutes) in accordance with the Price List or Price Quote. In any case, the Carrier reserves the right to terminate the Contract at any time after the first 30 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List or Price Quote for such termination.

Forgotten Baggage

The Carrier's sole obligation with respect to any Baggage and Personal Items or other items left by the Passenger(s) in the Vehicle after completion of the Service will be to inform the Customer that such Baggage and Personal Items or other items have been found, and when and where they can be picked up from the Carrier.

Animals

The Carrier will not transport any animals other than guide dogs accompanying Registered Blind Passengers.

Seat belts/legal requirements/driver hours

The Customer and his/her Passenger(s) shall not require the driver of the Vehicle to violate any provisions of the Highway Traffic Laws, or the rules contained in the Transport Act 1968, as amended; the AETR Agreement; or EU regulations (EC Reg. 561/2006, as amended) regarding maximum daily hours and driver rest periods.

Passenger(s) must comply with all applicable laws and regulations, including the requirement to wear a seat belt.

Route travelled

Unless otherwise instructed by the Passenger prior to the commencement of the Service, the routes taken (according to road, traffic and weather conditions) will be at the discretion of the driver.

Missed/delayed flights

It is the Customer's responsibility to ensure that sufficient time is allowed for the completion of the Service. The Carrier gives any advice on travel times in good faith, but does not guarantee the completion of any travel at a specific time and will not be liable for any direct or consequential loss, delay or inconvenience caused to the Passenger(s) by real time travel (including but not limited to flight and hotel costs).

GENERAL CONDITIONS

ERMITA & CO. LTD is a TFL licensed private vehicle operator. As such, we only accept booking requests directly from our customers/passengers. All of our drivers are licensed in London to drive licensed PHV vehicles, but not authorised by regulations to accept a booking request. Reservations are only accepted via the request form on our website, email or phone.

After accepting the reservation in the agreed Price List or Price Quote, a contract is created between the operator and the customer/passenger for the reservation, as well as the provision of transport services.

The contract for all bookings is between the customer/passenger (ie: the company or person booking and paying for the shuttle service) and the operator ERMITA & CO. LTD.

ERMITA & CO. LTD is responsible for both the acceptance of the reservation and the provision of transport services.

Only ERMITA & CO. LTD, as a licensed operator, can cancel a reservation with a Customer/Passenger, although the driver may legally refuse to carry out a certain journey in exceptional circumstances, as described in the TRANSPORTATION OF PASSENGERS AND BAGGAGE section.

ERMITA & CO. LTD only accepts payments directly from the customer/passenger. Our drivers never charge fees.

Any responsibility in relation to the transport services belongs to ERMITA & CO. LTD.

ERMITA & CO. LTD reserves the right to cancel any booking with a passenger. All reservations are subject to availability.

Upon confirming the booking, the customer/client/passenger accepts all terms and conditions here outlined.

Start and End of Service - PCarrier's Liability Period

The Service will commence upon the arrival of the Vehicle for collection of the Passenger(s) at the Customer's designated collection location.

The service will end with the delivery of Passengers to the agreed drop-off location.

Right to subcontract the Service

Carrier may engage any agent or subcontractor to perform the Service and provide the name of such agent or subcontractor to Customer upon request.

Carrier charges

Carrier's charges will be based on the Price List or Price Quote, with VAT to be added if or when required by law.

The Carrier's charges must be paid in full within 15 days from the date of the Carrier's invoice, without any deduction or compensation for any alleged claim against the Carrier.

Any inquiry by a Customer regarding the Carrier's charges must be made in writing within 7 days from the date of the Carrier's invoice.

If the Carrier's charges are not paid in full within 15 days from the invoice date, the Carrier shall thereafter be entitled to charge interest on all outstanding amounts at an annual rate of 3% above the base rate of the Bank of England in effect on the date of the unpaid invoice. Where the Customer is a commercial entity, interest and penalties will be charged in accordance with the Commercial Debt (Interest) Arrears Act 1998.

No variation of terms

These Conditions apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or subcontractor of the Carrier is authorised to alter these conditions.

Cancellations

If the customer cancels his contract with the carrier, he may be required to pay a cancellation fee on arrival or a cancellation fee in any instance where:

Cancellation Fee on Arrival - When booking a Passenger Car, Bus, Minibus, or any other vehicle that accommodates more than eight passengers, that vehicle has already been dispatched for Passenger collection, so there will be a 100% Cancellation on Arrival Rate. This fee will be equal to the agreed tariff charge for that booking, plus any applicable City Taxes, Parking and Waiting Time Fees, etc. .

Cancellation Fee - When booking a Passenger Car, Bus, Minibus, or any other vehicle that accommodates more than eight passengers, a Cancellation Fee is applicable according to the schedule below:

100% cancellation fee:

Where notice of cancellation is provided by the Customer to the carrier less than 72 hours prior to the pick-up time, the Cancellation Fee will be equal to the total amount quoted for the reservation.

50% cancellation fee: When notice of cancellation is provided by the Customer to the carrier between 14 days and 72 hours prior to the pick-up time, the cancellation fee will be equal to 50% of the total amount quoted for the reservation.

25% cancellation fee: When notice of cancellation is provided by the Customer to the carrier between 28 and 14 days prior to the pick-up time, the Cancellation Fee will be equal to 25% of the total amount quoted for the reservation.

0% Cancellation fee: When the cancellation notice is longer than 28 calendar days, there will be no cancellation fee.

General indemnity against any charges incurred by the Carrier

The Customer shall indemnify the Carrier in respect of:

All consequences suffered by the Carrier (including, but not limited to claims, costs, expenses, demands, lawsuits, fines, penalties, damages and loss or damage to the Transport Vehicle and other transported goods) resulting, whether directly or indirectly from any error, omission, misrepresentation or misrepresentation by the Customer or an employee or agent of any of them.

All claims and demands that exceed the Carrier's liability under these Terms and Conditions.

Breach of contract

If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the remainder of these Conditions and such provision will continue in full force and effect.

Claims

No claim will be made against any employee, employee or subcontractor of ERMITA & CO. LTD.

Data Processing

Introduction

This document outlines the terms and conditions under which ERMITA & CO. LTD ("we", "us", "our") collects, uses, processes, and protects the personal data of our customers, employees, and other individuals ("you", "your") in compliance with the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and Transport for London (TfL) regulations.

Collection of Personal Data

Types of Data Collected: We collect personal data necessary to provide our services effectively. This may include names, contact details, payment information, and travel details.

Purpose and Legal Basis for Processing: Personal data is processed for the purpose of fulfilling our service commitments to you, complying with legal obligations, and for our legitimate business interests. The legal bases for processing are consent, contract performance, legal obligations, and legitimate interests.

Use and Disclosure of Personal Data

Use of Data: Your personal data is used to process bookings, manage accounts, provide customer support, and for safety and security purposes.

Disclosure: We may share your data with third parties, including payment processors, service providers, and TfL, where necessary to provide our services, comply with the law, or protect our rights.

Data Protection Measures

Security: We implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

Data Retention: Personal data is retained only for as long as necessary to fulfill the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

Your Rights

Under the GDPR and the Data Protection Act 2018, you have rights regarding your personal data, including:

Access: You have the right to request access to your personal data.

Rectification: You can request correction of inaccurate personal data.

Erasure: Under certain conditions, you may request the deletion of your personal data.

Restriction: You have the right to request the restriction of processing of your personal data.

Data Portability: You can request the transfer of your personal data to another party.

Objection: You have the right to object to processing based on legitimate interests.

Changes to These Terms

We reserve the right to update these terms and conditions at any time. Changes will be posted on our website and effective immediately.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom.

Contact Us

If you have any questions or concerns about these Data Processing Terms and Conditions, please contact us at:

- Email: cellos@cellos.com
- Phone: 07939300127

Law and jurisdiction

These Conditions and the Contract to which they apply will be subject to English law, and any dispute between the Customer and the Carrier will be subject to the exclusive jurisdiction of the English courts.