

TERMS & CONDITIONS

WHO WE ARE

1. The following terms and conditions apply when you use our booking service(s) for a Private Hire journey using a Private Hire vehicle, Public Service Vehicle (PSV) or a Hackney Carriage operating as a Private Hire Vehicle (PHV). The booking service may be provided to you by any of the following the ecocabs limited businesses each being licensed private-hire operators or licensed under the ecocabs name ("us, "we").
 - EcoCabs 01434 600600 - www.600600.co.uk
 - Bateys Taxis 01434 602500 - www.bateystaxisishexham.co.uk
 - Go Hadrian's Wall 01434 629987 - www.gohadrianswall.co.uk
 - Eco Cycle Adventures 01434 610076 - www.ecocycleadventures.co.uk
 - Kin Adventures 01434 610076 - www.kinadventure.co.uk
 - Minibus Hire Newcastle 0191 3008919 - www.minibushirennewcastle.co.uk
2. All telephone calls, including when you call to make a booking, are recorded for training, regulatory & compliance and monitoring purposes.
3. If you have opened a corporate account with any company operator in the ecocabs limited group, or if you take a journey using that account, separate terms and conditions will apply and you should refer to the account holder for details.

WHAT THESE TERMS & CONDITIONS CONTAIN

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MAKING A BOOKING

4. These terms apply when you use our booking services via our:
 - Booking application(s)
 - Telephone number(s)
 - Website(s)
 - Social media platform(s)
 - Dedicated taxi bell/taxi butler/taxi booking mobile device(s)

5. In accordance with any relevant UK legislation and regulations, we provide to you certain booking services, which include:
 - (a) processing bookings requested by you for transportation services in accordance with sub-paragraph 7 below, but we reserve the right to decline any such request and/or cancel an accepted booking at its absolute discretion;
 - (b) keeping records of bookings in line with legal obligations;
 - (c) remotely monitoring journeys booked using our various booking methods;
 - (d) receiving and dealing with feedback, questions and complaints relating to bookings processed by us; and
 - (e) helping you when you think you may have lost property after taking a journey you booked using our service
6. We handle bookings from our various licensed premises and we are subject to all statutory and regulatory obligations and liabilities with respect to that activity.
7. Our booking application is made available to you by us. While we make every effort to ensure that the application is available, we do not represent, warrant or guarantee in any way its continued availability at all times or uninterrupted use by you. We reserve the right to suspend or cease the operation of our application from time to time at our sole discretion.
9. As a condition of your use of our application, you agree:
 - (a) not to use our application for any purpose that is unlawful under applicable law, or prohibited by these terms;
 - (b) not to misuse our application (including by hacking, reverse engineering or 'scraping'); and
 - (c) not to defame or disparage anybody or use our application in a manner which is obscene, derogatory or offensive.
10. We reserve the right to prevent or suspend your access to our application if you do not comply with any part of these terms or any applicable law.
11. In the event of a National Emergency, or Force Majeure or any unforeseen or unavoidable shortage of drivers or vehicles, the company reserves the right to cancel any booking without liability to the hirer. The Company shall not be responsible for failure to execute this contract by reason of accident, fire, tempest, strikes, or any cause outside their control. There is no guarantee that the vehicle will perform a journey in a given time and the Company shall not be accountable for any loss, inconvenience, or damage, which may arise, from delay, detention or breakdown.

PAYMENTS

12. Fixed Cost Journeys - Requests for taxis outside the Hexham Area which would not be classed as standard routes e.g. A request to travel from Hexham to Haydon Bridge (7 Miles), to then take a customer a journey of 1 mile. A Fixed cost would be imposed for this 1 mile journey that would reflect the extra 14 Miles incurred by servicing this fare. The fare payable by you for your journey shall be calculated according to the applicable tariff at that time. Additional costs may be payable by you where your journey involves car park charges, tolls, wait times, route changes and extras etc.
13. In the event of cancellation of a regular private hire journey by the hirer, the company reserves the right to charge a percentage of the value of the booking. 50% if canceled with less than 24 hour notice. Charges will not apply under special or exceptional circumstances.
If the booking has not been canceled but not undertaken, the company reserves the right to charge up to 100% of a booking value. Cancellation charges do not apply to postponements or an amendment providing the trip takes place. A 20% Non- refundable deposit will be taken for ALL CYCLE TRANSFER BOOKINGS and MINIBUS BOOKINGS OVER £100.00 in value to confirm such bookings.
14. In case a vehicle is required during the time a vehicle is at a destination the company reserves the right to withdraw the vehicle to undertake another journey. The vehicle may also be withdrawn if the passengers are more than 7 minutes late except in exceptional cases.
15. If Damage is caused to any Ecocabs vehicle by any customer, then that customer will be held accountable and charged accordingly. Please note that in the event of the vehicle being soiled or wilfully damaged, due to passenger intoxication, the company reserves the right to charge a spoilage charge. Taxi / People Carrier £60. 16+ Seat Vehicle £120 minimum.
16. Any digital promotional offer or digital gift referred or received is only valid for use against future journeys booked via our booking application service we provide and can only be used when paid for by a pre-registered credit card. In-app referral vouchers or digital gifts are limited in redemption on a per user basis and subject to vary in amount for sender and recipient. Referral vouchers or digital gifts will only be valid when introducing new booking application users. Such offers are non-refundable and non-transferable and must be used within the specified time period and according to any other conditions attached to the offer as specified at the time of issue. The promotional offer or digital gift is only valid for the fare portion of the journey. Any wait time, tolls, car park charges or extras etc. are not part of the promotional offer or digital gift. We reserve the right to withdraw any promotional offers at any time.
17. Any non-digital promotional offer or gift is only valid for use by the recipient. Such offers are non-refundable and non-transferable and must be used within the specified time period and according to any other conditions attached to the offer as specified at the time of issue.
18. If you download our booking application, you will have the option of pre-registering your credit or debit card for paying future fares. If you pre-register your credit or debit card, a pre-authorisation transaction will be made on your card which will result in £1.01 being debited from your account, and subsequently re-credited, this is known as a pre-authorisation card or funds validity check.
19. Payments by credit/debit card will be collected by ecocabs Limited (or any other company in the ecocabs limited group that we have appointed). We only use approved third-party payment processors to manage and process payments from your credit and/or debit card account for journeys booked via the mobile application, over the telephone or on our web portal. The processing of payments or credits in connection with the use of the mobile application or other electronic services will be subject to the terms and conditions and, where applicable, the privacy policy of our third-party payment processor(s) merchant acquirer and your issuing card authority in addition to this agreement. Your credit and/or debit card details are securely tokenised and not held by us and only processed by our third-party payment processor(s) under PCI level 1 compliance.

20. We will have limited access to your personal credit and/or debit card information and cannot share that information. We act as disclosed sub-payment collection agents of private hire drivers or Hackney carriage drivers.

20.B All journey charges will be shown on your receipt emailed to the email address used to sign up to the application.

21.If you believe that your driver has over-charged or under-charged you for a journey you booked using our service, please get in touch with us so that we can review, and if appropriate, we will, arrange for a refund or take additional payment.

YOUR JOURNEY

22. All bookings for journeys to a railway, bus or coach station must be made for pickup at least travel time plus 20 minutes before departure in order to minimise any risk of losing the connection for onward travel. Please note that we do not accept any liability for any bookings which result in late arrivals nor any losses arising as a result of journeys taking longer than anticipated.

23. All bookings for journeys to airports for flights must be made for arrival 1.5 hours before your allocated check-in time. Please note that we do not accept any liability for bookings resulting in late arrivals nor any losses arising as a result of journeys taking longer than anticipated.

24. If you require any adjustments to your travel due to a protected characteristic (e.g. disability), please provide any relevant information to us when making your booking.

25. Any lost property found by driver will be handled into office and stored for a minimum for 30 days. We do not accept any liability for the loss or destruction of any such property.

25.BThe Vehicle is constructed to carry the number of passengers licensed, and under no circumstances should the number of passengers exceed this. Every effort will be made to supply vehicles with the seating and facilities advertised. But they cannot be guaranteed to be available on the day of the journey

OUR LIABILITY TO YOU

26. We are responsible to you for foreseeable loss and damage caused by us arising out of our performance of the booking services only. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 contract was made, both we and you knew it might happen, for example, if you discussed it with us.

27. We are not liable for any losses or damage caused to you by private-hire drivers or Hackney carriage drivers, other third parties or in relation to liabilities identified in Clauses 22, 23 and 25 above.

28. If ecocabs limited is liable to you in connection with the booking services, its liability will be limited to an amount equal to £150.00 in aggregate for private hire bookings.

Ecocabs undertake to handle and secure all cycles transported with the utmost care .

The cycles, however, are not insured for 3rd party damages so it is stressed that individual cyclists should have personal insurance cover in place sufficient to cover any loss or damage that may arise. In the case of damage arising out of provable negligence on behalf of Ecocabs or its drivers the company agree to repair or replace damaged parts up to the value of £1000.00(one thousand pounds sterling)

29. This does not affect your statutory consumer rights.

30. The company will not pay for any damage arising from individual cyclists failing to adhere to drivers advice regarding loading of cycles or removal of items from the cycle prior to loading or in any way tampering with the securing of the cycle to the trailer

31. 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; and for breach of your legal rights in relation to the booking services.

SUMMARY OF YOUR KEY LEGAL RIGHTS

31. We are under a legal duty to provide the booking services with reasonable care and skill. If you are not satisfied with our booking services you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill. As we do not charge for our booking services there is no right to a refund.

HOW WE MAY USE YOUR PERSONAL INFORMATION

32. We will only use your personal information as set out in our Privacy Policy shown on our website www.600600.co.uk

OTHER IMPORTANT TERMS

33. We may transfer our rights and obligations under these terms to another organisation outside of the ecocabs limited group.

34. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

35. 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.

36. 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 breaking this contract, 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.

APPLICABLE LAW

37. These terms are governed by English & Welsh law and you can bring legal proceedings in respect of the booking services in the English & Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the booking services in either the Scottish or the English & Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the booking services in either the Northern Irish or the English & Welsh courts.

ALTERNATIVE DISPUTE RESOLUTION

38. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

39. Thank you for using our service, we hope you have 'happy travels'.