

**24 hr Bookings/ General Enquires:**

Unit 2 Chiltern Works, Lincoln Road, High Wycombe, Bucks, HP12 3RQ

t: 01494 520 520 e: [info@budgetcars.uk.com](mailto:info@budgetcars.uk.com) [www.budgetcars.uk.com](http://www.budgetcars.uk.com)



# Account Application

**Please complete all sections of the form, post or fax back to 01494 522 226**

**Account details** (for business account applications please provide company details)

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Principal contact for correspondence \_\_\_\_\_

Company registration number \_\_\_\_\_

**Invoicing details** (if different from above)

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Trade references** (for business account applications only)

Company name \_\_\_\_\_ Company name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Postcode \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ Fax \_\_\_\_\_

Please also attach a sheet of your company headed paper with your application.

**I agree to be bound by the terms and conditions** (overleaf)

**I agree that this application form may be used as part of a credit check undertaken by Budget Cars and/or their nominated agents.**

Signature of Applicant \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**OFFICE USE ONLY**

AC NO.

REFERENCE

CHARGE CODE

CREDIT ANALYSIS CODE

## TERMS AND CONDITIONS



### 1. GENERAL

- a) On completion of the Application for Account form, and returned to Budget Cars (High Wycombe) (hereinafter referred to as "Budget Cars") an offer by the company or business named on the Application Form, (hereafter referred to as the "Client") to contract with Budget Cars for the provision of its services on an account basis. A contract will be concluded only upon issue by Budget Cars to the Client of written confirmation that the account has been accepted, and "Account Authorisation Cards" where Budget Cars considers it necessary have been issued.
- b) Pending or subsequent to issue or refusal of such confirmation, this signed form is authority to Budget Cars to seek appropriate particulars from the bankers or business references named on the application and for them to provide any information concerning the Client.
- c) Budget Cars reserves the right in its absolute discretion and without reason, to reject this application and to decline to enter into a contract.
- d) A contract shall only be concluded on the terms and conditions contained on the front and rear of this form. The contract shall be personal to both parties and absolutely non-assignable.
- e) The Client shall notify Budget Cars of any change in the particulars shown overleaf. Alterations take effect on the date shown in a confirmation notice issued by Budget Cars to the Client.

### 2. BOOKINGS

- a) Budget Cars will accept no bookings unless the Client account number is quoted. Budget Cars is entitled to assume that any person who correctly quotes the correct account number and Client name has authority to make booking(s) on behalf of the Client. The Client is solely responsible for safeguarding the confidentiality of such numbers and shall be liable for the costs of all bookings made by any such person whether or not authorised by it.
- b) Budget Cars may in its absolute discretion without liability and without giving reason refuse to accept any booking.
- c) All accepted bookings are confirmed at the time of booking. The Client is liable for all charges incurred for the time when a car is assigned to the booking until the completion of the assignment or sooner cancellation. In the event of cancellation by the Client or passenger(s), the Client is also liable for such charges as may necessarily be incurred by Budget Cars consequently upon or in order to implement the cancellation. The liability of Budget Cars in the event of cancellation by it is set out at 4(d).

### 3. CHARGES

Charges will be made on the basis set out below. The rate of each charge shall be fixed and revised by Budget Cars from time to time entirely at its discretion. Upon any changes in the charges the Client will be advised of the revised tariff indicating the date on which the new tariff takes effect.

Items and basis of charges are:

- a) A minimum fixed charge for hiring.
- b) Where waiting time in excess of 30 minutes is incurred at the pick up location an additional charge for waiting time shall be levied.
- c) Special charges may be incurred in particular cases. Such charges will be at the discretion of Budget Cars but will not be made without prior reference to the Client.

### 4. EXTENT OF BUDGET CARS LIABILITY

- a) Any quoted pick up or journey times are best estimates only and whilst it uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time Budget Cars shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Clients or the passenger's expectations for whatever reason nor shall Budget Cars have any other liability to the Client or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.
- b) Budget Cars shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not).
- c) It shall be for the Client and/or passenger(s) to ensure that any valuable, unusual or any other items are covered by appropriate insurance. Budget Cars cannot entertain any claim for loss or damage to any such items.
- d) If Budget Cars cancels a booking it shall have no liability to the Client or intended passenger(s) if it has used its reasonable endeavours to fulfil the booking and to notify the Client of the cancellation.
- e) The Client shall notify Budget Cars of any claim or complaint within one month of the date of the journey or, if later, the first date on which the Client became aware of (or if sooner should have been aware of) the matter.

## **5. ACCOUNTS & PAYMENTS**

- a) Invoices are issued to the Clients address shown on the Account Application Form. A statement of account will be issued at the end of each month.

Full payment is due within 21 days of our invoice date, unless alternative payment terms have been agreed with us in writing. If you fall behind on your repayments we will send you a reminder letter to let you know you have missed a payment. A Late Payment Charge of 20% will be added to all late payments that exceed the 21 day period. If no payment is received after 60 days after the last day of the month in which the date to which the account is made up falls the account will be stopped until payment is received in full.

- b) Budget Cars reserves the right to charge interest on unpaid accounts in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".
- c) The Client shall pay Budget Cars any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue account and the minimum charge in this respect shall be £10.00.
- d) Payment is by Cheque or BACS. made payable to Budget Cars, and remitted to:

Budget Cars  
Accounts Department  
Unit 2 Chiltern Works  
Lincoln Road  
High Wycombe  
HP12 3RQ

## **6. TERMINATION OF ACCOUNT**

- a) The account is terminable by either party in writing giving seven days notice at any time without reason being given and may also with immediate effect be terminated by Budget Cars without notice at any time if any amount due is not paid by the Client.
- b) Upon termination of the account for whatever reason all sums payable to or chargeable by Budget Cars or otherwise appearing on the Clients account shall become immediately due and payable in full if not already due and payable.

## **7. ALTERATIONS TO THESE TERMS AND CONDITIONS**

Budget Cars may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the amended version to the Customer. The Customer shall then have 21 days from the date of being sent such variations to decline the same and to terminate the Service but in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

## **8. APPLICABLE LAW**

The Contract shall be governed by the laws of England & Wales.