

Terms and Conditions

Your use of our services indicate that you agree to the terms and conditions set below.

Definitions

- "we", "us" and "our" refers to Magnum Whiteline
- "you ", "your " and "user" refers to the person booking a journey via the site or software
- "Driver" refers to the Driver that is selected for your journey
- "As Directed" refers to a journey where no destination is specified

Limitations on Use of Software

All software, information and data provided by us and used by you to make a booking remains at all times the property of us and is considered as Confidential Information. You warrant that no copyrighted details of either the software will be used other than for the purpose it is intended to be used for and will not be copied or passed on to third parties at any time. We do not warrant that the your use of the software will be uninterrupted or error-free; or that the software and/or the information obtained from the software will be accurate or meet your requirements.

Warranties

You guarantee that you have authority to enter into this agreement and to use our software in accordance with the terms and conditions of this agreement. You agree to be financially responsible for all of your use of our software as well as for the use of your name and payment method to pay for services and products purchased using our Software or Site by members of your household, including minors living with you and if you have administrative roles with your employer for which you create bookings for other people such as colleagues. You also warrant that all information supplied by you or members of your company, organisation or household in using our Site or Software is true and accurate. You agree to indemnify us for any breaches of the foregoing warranties.

Terms of Service

These terms and conditions apply to the booking service provided by us.

Please note that in using the our service:

- You must be registered with us in order to use the service.
- You are responsible for your login credentials for the services, we will not be liable for any unauthorised bookings made on your account.
- You promise that all information provided by you to us are true, accurate and up to date at all times.
- You promise that any payment details provided to us are true, accurate and that you have authority to use these details to pay for the services.
- You will make payment in full when we provide services you services. We can provide you the option to facilitate this payment.

- You are responsible for any bookings made with your account and we will not be liable for any costs due to bookings made on your account.
- You will only use the service to make a booking you wish to fulfil, if we deem that you are misusing the software we reserve the right to disable your account without prior notice.
- You will not use the service for any unlawful purpose including (but not limited to) knowingly introducing viruses, trojans and logic bombs or attempting to gain unauthorised access to the site or its systems including servers and Databases.
- We can amend these terms and conditions to reflect any changes to the services that we provide over time. We will inform you when these changes occur.
- We offer the facility to rate your journey upon completion. This is intended for you to provide both an opportunity to evaluate the quality of service being provided so that we can keep providing an excellent service. All ratings that we see to be obscene, threatening, abusive or in any way malicious will be deleted and we will suspend the associated user account.

Quotations

We offer the facility to provide a quoted amount, these quotes will either be shown as estimated or fixed fares. These quotations do not include any extras (more detail below).

The price given in the quotes are based on our current pricing systems.

These quotations are only accurate at the moment of obtaining them, we cannot guarantee that the same price will be available at another time.

Estimated fares are a mileage based, this may vary dependant on numerous factors such as:

- If waiting time is applicable to the journey.
- If you make changes to the quoted journey once inside the vehicle, for example if you add a via or change the destination.
- If the journey deviates from the systems suggested route, examples of this occurring would be due to external factors such as road works or your driver may suggest an alternative route due to congestion.

Fixed fares are sometimes generated, your driver has the ability to add extra charges that are applicable in a number of circumstances including but not limited to:

- If you make changes to the quoted journey once inside the vehicle, for example if you add a via or change the destination.
- If there are fees such as toll charges or car parking fees? Your Vendor will try to incorporate these kind of fees into their pricing system although due to the amount of possibilities this cannot be guaranteed at the current time.
- If the vehicle needs cleaning after your journey.

Payment

For all cash bookings you agree to pay the driver the final amount based on the pricing scheme unless you cancel the booking.

Refund Policy

As our payment and cancellations terms explain in more detail, in general we only take payment after completion of a journey. Due to this mechanism a refund will not be given since the service will have already been provided. If you have any complaints regarding the service, please call us on our telephone number as showing in the app and on our webpage.

Liability Policy

Magnum Whiteline Ltd shall not be liable for any loss and/or damage arising directly or indirectly from:

- breakdown, accident, adverse weather conditions
- any act or omissions on the part of the Customer
- any clause, act or circumstances beyond the control of Magnum Whiteline Ltd (including, without limitation, any strike (official or not) lock-out or other form of industrial action or labor dispute, governmental regulations, legal restrictions, embargoes, fire, flood, Act of God, any consequences of riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil wars, act of terrorism, rebellion, military or usurped power, confiscation requisition or destruction of or damage to property by or upon the order of or in the name of any Government or public local authority, or any other conditions amounting to force majeure).

Electronic Communications

All communications with us will be done electronically whenever you use software provided by us or send emails to us. You agree to receive communications from us via email or through a notification in our software. All communications from us will be regarding your journeys or promotions that relate to our service.

General

If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

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