

Terms & Conditions

1. Definition and Interpretations

1.1 In these Conditions

"These Conditions" means the standard terms and conditions of service set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Passenger and the Company;

"The Passenger" means the person who accepts a quotation or offer of the Company for the supply of Services or whose order for the Services is accepted by the Company;

"The Company" means Atom Cabs Ltd

"The Contract" means the contract for the provision of transport services under these Conditions;

"The Service" means the service of transport to or from airports or other destinations as agreed by the Company (including any installment of the service or any multiple services) which the Company is to supply in accordance with these Conditions;

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Conditions

2.1 The Company shall supply and the Passenger shall agree to accept the service in accordance with any quotation or offer of the Company which is accepted by the Passenger, or any reservation of the Passenger which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such reservation is made or purported to be made, by the Passenger.

2.2 A contract will only come in to being upon the acceptance of the Company of the reservation and the following conditions shall be deemed to be incorporated in the contract. The passenger accepts these terms & conditions by placing a reservation, booking with the Company via but not limited to the Company, web site, via telephone, or via any representative agent.

2.3 The Contract will be subject to these conditions. The Company reserves the right to revise these terms & conditions at any time without prior notice at its sole discretion. Any revised terms and conditions will be posted on the Company's web site and will come into effect 1 hour after posting.

2.4 No reservation submitted by the passenger shall be deemed to be accepted by the Company unless and until confirmed by the Company by providing the passenger with a unique reference number.

2.5 The specification for the services shall be those set out in the Company's sales documentation unless varied expressly in the passenger's reservation (if accepted by the Company). The service will only be supplied as stated in the company's price list. Reservations received other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in the website, brochures, price lists or other documents issued by the company are intended as a guide only and the contents shall not be binding on the Company.

2.6 The Company reserves the right to make any changes in the specification of the services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the services are to be supplied to the Company specification, which do not materially affect their performance.

2.7 Sub-contracting companies are not authorized to make any representations or claims concerning the service unless confirmed by the Company in writing. In entering into the Contract the Passenger acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

2.8 No variation to these Conditions shall be binding unless agreed in writing by email, telephone or otherwise between the authorized representatives of the passenger and the Company.

2.9 Sales literature, price lists and other documents issued by the Company in relation to the service are subject to alteration without notice and do not constitute offers to sell the service, which are capable of acceptance. A reservation placed by the passenger may not be withdrawn, cancelled or altered prior to acceptance by the Company. No contract for the offer of service shall be binding on the Company unless the Company has issued a quotation with a unique reference number which is expressed to be an offer of service; or has accepted a reservation placed by the passenger, by whichever is the earlier of:-

2.9.1 The company's acceptance and allotment of unique reference number.

2.9.2 Delivery of the service.

2.10 Any typographical, clerical or other accidental errors or omissions in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.11 The price of the Service shall be the price listed in the Company's published price list current at the date of acceptance of the passengers reservation or such other price as may be agreed by the Company and the passenger.

2.12 Where the Company has quoted a price for the service other than in accordance with the Company's published price list the price quoted shall be valid for 24 hours only or such other time as the Company may specify.

2.13 The Company reserves the right, by giving notice to the Passenger at any time before delivery, to increase the price of the service to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the service which is requested by the Passenger, or any delay caused by any instructions of the Passenger or failure of the Passenger to give the Company adequate information or instructions.

2.14 The Company reserves the right to use the services of contractors or sub-contractors (herein known as third parties) to provide services to Passengers. Where appropriate details i.e. names, addresses of any such third parties will be provided by the Company upon any reasonable request and at the discretion of the Company.

2.15 Reservations made for service on the following dates will be subject to an additional surcharge of 50% on published prices: 24, 25, 26, December & 1 January.

2.16 A maximum time of 1 hour for address collections & 3 hour's for airport collections will be allocated, whereupon non-contact with passengers will classify the reservation to be a no show & will be subject to clauses 3.2 & 4.3.

2.17 All payments that are made in any other form than cash (pounds sterling) to the Company for the provision of service & on any confirmed reservations made with the Company directly or indirectly will result in a charge (booking fee) to the passenger of 3.00 sterling (in addition to any cash payment & or discounted price) and additional charge of 3.00 will be levied for payments by card. In the case of credit card your card will be charged before or on the day of the journey. In the event of a cash booking you may pay the driver cash (GBP), but the card details will only serve to secure the booking, or may be charged for instance of a cancellation or 'or no show. However the company reserves the right to refuse payments by card and insist upon cash payments only.

3 Terms of Carriage

3.1 The Company's prices are based on Passengers being ready to travel at the booked time. Passengers must book their airport transfer in accordance with check in times and guidelines provided by their relevant airline.

3.2 All meets apart from airports waiting time are free for the first 10 minutes; thereafter you will be charged 25p per minute on the entire waiting time. An airport meets: 40 minutes free waiting time from the time of landing or otherwise specified, thereafter you will be charged 25p per minute. (There is no additional charge for flight delays).

If we pick up from a UK address the driver will wait up and till 10 minutes after the time the booking was made for. If we are unable to make contact with the passenger (ringing the doorbell and calling the contact phone number) we will pull the driver away and the passenger will be responsible for the full cost.

At the airport our driver will meet you at the information desk in the arrivals terminal. The driver will be holding a name board clearly displaying the booking contact name. You will then be escorted to a conveniently parked vehicle and driven to your destination. At the airport the driver will go in 30 minutes after international/intercontinental flights and 15 minutes after European flights (unless the passenger has specified otherwise) He will wait at the information desk in the arrivals terminal. The passenger has 30 minutes waiting time for free thereafter. If the driver fails to make contact the driver he will put a call out for the passenger. If the passenger fails to show 30 minutes thereafter we will pull the driver away and the passenger will be liable for the full price.

If the passenger has been waiting at the information desk of the airport and fails to make contact with the driver, the passenger should call the company so as to arrange how to meet. Passenger should not just leave the airport without the company's consent and they do so it will be regarded as a 'no show' and the passengers are liable for full price.

3.3 Fares quoted are flat rates. Fares quoted that are not booked will have a validity of 24 hours. The Company reserve the right of altering any prices without prior notification however any quote/booking confirmed by the Company will remain binding. There is a charge for additional stops on the way and are generally subject to a minimum of 5 per stop (not diversion).

3.3.1 Any diversion on the journey must be specified while making booking and we will reconfirm the price for the journey including your diversion as soon as possible.

3.3.2 The drivers are competent and have a good working knowledge of London and strive to take the shortest possible route on that specific day. If you may need to make another stop on the way the passenger will need to give 12 hours prior notice. If on the way the passenger suddenly needs to make a stop or there is optional extras they would like to take that was not booked in advance then it is up to the discretion of the driver to see if it is possible to comply with the request., they might need to pay cash for it and sign with the driver.

3.4 Neither the Company nor any of its contracted or sub-contracted drivers will accept responsibility for loss or damage to luggage. Passengers are responsible

for ensuring that their luggage is loaded/unloaded at all times, if accompanying the luggage on the journey. The Company & or its contracted or sub-contracted drivers have the right to refuse any passenger or to make the journey due to the passenger having excess luggage which would result in the vehicle being unsafe whilst in motion.

3.5 Vehicles are booked by Passengers as requested. Vehicles to carry a larger no of passengers & luggage are available & are to be booked as required; Prices of journeys also depend on the size of the vehicle. The driver will have the right to refuse any passenger who has excess luggage, which would result in the car being unsafe while in transit. The passenger has to make sure that the correct sized vehicle is booked according to the guidelines set out and to notify us of any excess luggage.

The driver will kindly assist you to load your luggage if you prefer, but he or the company is not responsible for any damages to passenger's luggage.

The vehicle/capacity:

Luggage limits are common sense gauges based on experience and a reasonable assessment of a safe maximum loaded vehicle. It is understood that the cases in relation to the space available in any one vehicle determines the quantities that can be accepted in addition to the passengers. However the following maximum case/valise measurements in centimetres before expansion or those that we will use to finally settle any dispute relation to the loads requested to be carried and the company decision in this matter shall be final.

LUGGAGE MAXIMUM SIZES (In Centimetres)

Maximum luggage capacity as a rule will be reduced by 40% for large cases and increased by 40% for small cases.

Strollers are counted as one normal luggage. Foldable wheel chairs are generally counted as one normal luggage.

3.5.4 The company provides the passenger the option of additionally booking a baby seat, which will be NO extra addition to the prices quoted. The passenger must state the age of the child since we offer seats for children 12 months to 3 years old. Customers not requesting a baby car seat when booking, and found to be in need for one at pick up point may be refused service, and their full journey's fare becomes due, and charged from credit/debit card provided.

3.5.5 The babies/ children are regarded as passengers and therefore to book the vehicle size accordingly.

3.6 The Company, its Staff. Agents, sub-contractors reserve the right to refuse service to anyone who is deemed to be a nuisance or danger to the driver, passengers or vehicle. No compensation or refund shall be made to any one requested to the vehicle under such circumstances.

3.7 The Company adopts a no smoking policy and do not permit the consumption of alcohol in their vehicles.

4 Cancellations / Cancellation charges

4.1 No reservation which has been accepted by the Company may be cancelled by the Passenger except with the agreement in writing, by email, telephone or otherwise of the Company and on terms that the Passenger shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4.2 Vehicles that are booked by Passengers that are not suitable for the purpose for which they have been booked for as in clause 3.5 will be subject to clause 4.3. Vehicles that are cancelled by passengers after reservation acceptance by the Company shall incur a £5.00 charge.

4.3 Cancellation's must be informed of a minimum of 24 hours prior to the time of booking by telephone. However we do monitor the flight for any delays and there will be no extra cost to the passenger if the flight has been delayed. If the passenger misses the flight coming into one of the UK airports, the passenger has to call us immediately and there will be no extra cost involved if the passenger calls at least 1 hour before the schedule arrival of that flight with their reference number.

In other cases: Cancellation's informed 24 hours prior to the time of booking £5.00 cancellation charge incurred.

Cancellation's informed 3 to 24 hours prior to the time of booking cancellation charge incurred: 15% of quoted price for provision of service subject to a minimum of £10.00.

Cancellation's not informed up to 1 to 3 hours prior to the time of booking cancellation charge incurred: 25% of quoted price for provision of service subject to a minimum of £15.00.

Cancellation's not informed up to 1 hour prior to the time of booking cancellation charge incurred: 100% of quoted price for provision of service.

5. The Company shall not be liable to the Passenger or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Company's obligations in relation to the Service, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control directly or indirectly:-

5.1.1 Act of God, explosion, flood, tempest, fire or accident;

5.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

5.1.3 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

5.1.4 Traffic accidents, traffic hold ups, traffic congestion;

5.1.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

5.1.6 Flight delays, flight cancellations;

5.1.7 Power failure or breakdown in machinery including computer systems.

5.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.3 Except as expressly provided in these Conditions, the Company shall not be liable to the passenger by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Passenger (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the supply of the services.

5.4 If clause 4.2 applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Passenger, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5.5 The Passenger undertakes to the Company that:-

5.5.1 the Passenger will regard as confidential the Contract and all information obtained by the Passenger relating to the business and/or products of the Company and will not use or disclose to any third party such information without the Company's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Passengers default;

5.5.2 The passenger will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents. This Condition shall survive the termination of the contract.

6. Miscellaneous

6.1 No waiver by the Company of any breach of the Contract by the passenger shall be considered as a waiver of any subsequent breach of the same or any other provision. ?

6.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. ?

6.3 The company is not responsible for services offered by other companies as listed on our 'links' page. ?

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

Privacy and Security Policy We collect information about you for 2 reasons: firstly to process your booking and secondly to provide you with the best possible service.

We will not send out marketing email to you in the future unless you have given us your consent.

We will give you the chance to refuse marketing email from us or another trader in the future.

The type of information we collect are: your name, address, phone number, email address and your credit/debit card details. We will not collect any other sensitive information without your explicit consent. The information we will collect about you will be secure.

Payments made on this site is via a secure server

The information we hold will be accurate and up to date. You may check the information we are holding by emailing us. If you find any inaccuracies we will delete or promptly correct it.

If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

Company Policy

Refund Policy

Fixed price fares must not deviate from the drivers chosen route. Any deviation will result in the journey reverting to a fare decided by ATOM cabs Ltd. who will decide the charge according to the additional mileage and delay caused either by passenger or by the prevailing traffic conditions.

After the flight has landed we allow 40 minutes (unless you choose your own arrival time on the booking e.g. send after 70 minutes) for passenger to arrive at Airport Information Desk. If this is exceeded then an extra amount for the additional waiting time will be charged on top of the original charge for the journey. The charge for the waiting time will be decided by ATOM Cabs Ltd. depending on the type of the vehicle being used for the particular journey.

Normal luggage assumes that 1 Medium Size suitcase and 1 piece of hand luggage 56cm(H)*45cm(W)*25cm(D) (approximately 22 inches x 17.5 inches x 9.85 inches). per person, any luggage that the PHV cannot accommodate is the responsibility of the passenger

Any journey cancelled less than 24 hours prior to booked time will result in a charge to the customer's credit/debit card. The amount to be charged in such situation will be decided by Atom Cabs Ltd. depending on the pickup distance/place/parking or other charges subject to a minimum of £25.00.

Any journey cancelled more than 24 hours prior to booked time will result in a £0.00 charge of the journeys amount to the customer credit/debit card.

ATOM Cabs Ltd. cannot be held responsible for any loss financial, professional, missed connection times, flights, trains, due to the PHV not arriving at the pick-up address at the booked time due to adverse weather, traffic conditions, or road traffic accidents or road closures or being given the wrong booking information by the customer or customer booked it online and got the booking reference but customer did not get any confirmation from ATOM cabs Ltd . Customer must receive confirmation before the journey.

Where journeys are booked from Airports, Train Stations, and Seaports the onus is on the passenger to locate the PHV and not the PHV driver to locate the passenger, on booking any such journey we will give a definite pick-up point that the passenger must locate, any failure on the passengers part to locate the PHV will result in a charge to the customer's credit/debit card. The amount to be charged in such situation will be decided by ATOM cabs Ltd depending on the pickup distance/place/parking or other charges subject to a minimum of £25.00.

Any fouling of the PHV by any passenger will result in a charge of a minimum of £25.00 dependent upon the severity of the fouling.

ATOM Minicab Service will prosecute any person who causes damage to any PHV booked through us.

The driver has the right to refuse any passenger that he feels may be a threat to him/her or vehicle.

The material contained in this web site is provided for general information only and does not constitute acceptance of any bookings that may be made. We accept no responsibility for loss which may arise from reliance on information contained in this site or from any PHV bookings made on this site.

It is your responsibility to inform Atom Cabs if you could not locate the driver or change of journey/plan or if you missed the flight/ferry/cruise connections. If you inform us the new flight/ferry/cruise details we will change the journey date/time without charge and we will charge you for that journey.

In order to make your bookings as easy as possible, we also offer an account facility to companies and individuals which must be approved in advance. For further information: Please chat with our online support agent or email us at: accounts@atomcabs.co.uk

Privacy Policy

If you have any questions regarding privacy, please do not hesitate to contact us. We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection act 1998). We collect information about you for 2 reasons:

- Process your booking
- Provide you the best service

We will not send out marketing e-mail to in the future unless you have given us your consent.

We will give you the chance to refuse any marketing e-mail from us or from another trader in the future. The type of information we will collect about you includes your name, address, phone number, email address, and your credit card details. We will never collect sensitive information about you without your explicit consent.