



Techxi Limited (Trading as “South Glos Taxis”, “Red7s taxis” and “Techxi”) – Terms & Conditions

Techxi Limited provide a TAXI/PRIVATE HIRE facility by telephone, through its associated websites, and mobile phone applications (“the service”). Upon calling to register with Techxi or on our website(s) or through a mobile phone application a user may book a taxi/private hire vehicle (“member”) using location based technology on the website(s) or mobile phone, Techxi will use the location services of your network operator to help identify your approximate location, Techxi will ask you to confirm that the pickup location that has been identified is correct and it is the responsibility of the user to amend that address/location if it isn’t correct. The service is being provided to you under these terms and conditions and any operating rules, policies, and procedures as currently published on our website(s) and/or informed to users by Techxi and/or its members (including without limitation in respect of the cost, data protection policy and cancellation of the service). By using the service you agree to be bound by all the terms and conditions found herein. If you do not accept all of these terms and conditions, do not continue to use the service.

Permitted uses

No materials from Techxi and/or associated websites may be copied, downloaded, reproduced, broadcast, shown or played in public, republished, uploaded, posted, stored, transmitted or distributed in any way or modified in any way. Techxi takes active measures to ensure that no unauthorised use or breach of its intellectual property rights is committed.

Warranties

Techxi does not guarantee that the service will be uninterrupted, timely, secure, or error free. Use of the services provided by Techxi is done so entirely at the users own risk and discretion. Techxi assumes no responsibility or liability for any services provided. Techxi does not guarantee the availability of a taxi/private hire vehicle at any time, nor the availability of the service. Techxi makes no guarantee for and does not vouch for those persons/companies whose goods or services are referred to or displayed by Techxi and/or associated websites. Techxi makes no guarantee as to the accuracy, content, timeliness, completeness, legality, reliability, quality or suitability of any information, advice, content, service, search results, products or merchandise provided through Techxi and/or associated websites. Techxi makes no guarantees, and will not be held liable for, any information, advice, products, services, adverts or links of third parties. Users are advised to satisfy themselves as to the exact type and nature of goods or services being offered or qualifications held by those persons, companies and other organisations whose goods or services may be displayed or referred to by Techxi and/or associated websites.

Making Reservations using Mobile Phones (Mobile Applications or any other methods)

By sending us or requesting a taxi/private hire booking request through Techxi or associated companies, mobile phone portals or applications (or any other mobile technology) you are deemed to have accepted the terms and conditions herein. Any information received is provided on an “as is” basis. Use of such information is done at the users own risk. Techxi is not associated with or endorsing any particular person/company that may be featured. You further acknowledge that you are only entitled to use the information received for your own personal use. Intellectual Property Rights subsist in information that may be sent to you and may not be redistributed, broadcasted, retransmitted, stored or made a compilation of. All rights reserved. You recognise that mobile services may, from time to time, be adversely affected by events outside our control and that Techxi will not be held liable for any error in, or delay in, or failure in transmission of the services. Mobile services are subject to the limitations of the enabling technology on which they are reliant and may be adversely affected by network performance and other operational factors beyond our control, including without limitation, congestion, network coverage, dropped connections, the performance of your mobile phone and the maintenance of secure network connections. Techxi accepts no responsibility if you do not receive your booking confirmation or services for any of these reasons. Furthermore, Techxi will not be liable to you in any way for failures, defects or delays in the delivery of aforementioned booking confirmation or services which are caused by one or more of the following reasons: provision of an incorrect phone number before submitting the request, your mobile phone does not support such services, message inbox is full, mobile phone is out of range or uncontactable for some other reason, or you erase the information sent to you.

Payment with credit and debit cards through Mobile Phones (Mobile Applications or any other methods)

The access to, and use of, the Site(s) and the App is free of charge. In order to be able to make payments with credit or debit card from the App, you must provide Techxi with your location information, mobile number and credit/debit card data. Techxi uses these details in accordance with its Privacy Policy. As part of the booking process for every trip you book using the App and select card payment, you agree to allow Techxi to make a pre-authorisation payment of £1 (one pound sterling) (“Pre-Authorisation Payment”), on your registered credit/debit card. This amount will not be debited from your account at the time of booking but is ring-fenced for Techxi. If, after using Techxi’s services, full payment is not successfully made by you for the services, the Pre-Authorisation Payment may be used to settle or as part payment towards the outstanding amount with Techxi. Please note that your access to the App may be blocked or suspended at Techxi’s sole option until the full outstanding amount is settled. Techxi reserves the right to permanently close down your account if you regularly fail to make payment or if Techxi reasonably deems any amount outstanding is significant. In the event that, after booking, no services are provided by Techxi (for example, if your booking is cancelled) the full amount of the Pre-Authorisation Payment will be released by Techxi. Techxi endeavours to release this amount to you as soon as possible, but your bank may take up to 72 hours to complete any release of the Pre-Authorisation Payment. Due to the nature of the services we provide, Techxi reserves the right to change the Pre-Authorisation Payment amount and/or to introduce a fee for use of the App, at any time by notifying you in advance of the start of any services.

Changes to the service

Techxi reserves the right, without liability, to change or discontinue any part of the service, temporarily or permanently, at any time (including any fees or charges for using the service). Techxi will give the maximum amount of notice of such changes or discontinuance as is practicable in the circumstances. Notice of any changes to the service will be made available on our website(s) and/or informed to users by Techxi and/or its members.

Amendments to these terms and conditions

Techxi may change these terms and conditions from time to time. Notice of any changes to these terms and conditions will be made available on our website. Any changes become effective immediately after they are made available on our website(s) and/or informed to users by Techxi and/or its members. Any use of the service occurring after such date is subject to the amendments. Your continued use of the service after such date constitutes your acknowledgement of the terms and conditions, their modifications and your agreement to abide by and be bound by the agreement, as amended.

Conduct

You agree that by booking a taxi or private hire vehicle through Techxi that you have made a verbal contract with the driver. You agree to meet the driver at the appointed location, make the journey as booked and pay the full and correct fare. Techxi reserves the right to bar users that inappropriately use the service.

Liability

You acknowledge that your use of Techxi and/or associated websites & applications, constitutes an agreement between you and the member and bears no responsibility or liability to Techxi. Techxi does not accept liability for any damages, including, without limitation, indirect or consequential damages, loss of profits, use of data or any damages whatsoever arising out of, or in connection with the use or inability to use the service and/or associated websites (including information, advice, products, services, adverts or links of third parties). Techxi makes no representations or warranties of any kind whatsoever that the server behind this website is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use the site. You acknowledge that standard terms and conditions apply between you and the taxi driver/private hire driver and/or as set out by that company/driver. Techxi is unable to ensure or guarantee the security of any information transmitted over the Internet. Any information or data which you transmit to or by using Techxi and/or associated websites is done at your own risk and Techxi shall not be responsible or liable for any damages or injury that may result from transmitting such information. If any jurisdiction does not allow the exclusion or limitation of liability for consequential or incidental damages, liability is limited to the fullest extent permitted by law.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of England and Wales courts. These terms and conditions, as modified from time to time and/or including information given to users by Techxi and/or its members, constitute the entire agreement between Techxi and you with respect to the subject matter hereof. If any provision contained in these conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect. You agree that Techxi has the right to assign or sub-contract any or all of its obligations under these terms and conditions.

Contact

You can contact Techxi about any problems or questions with these terms and conditions, website or use of the service. Please contact us at enquiries@techxi.co.uk or write to us at Techxi Limited, The Depot, Station Road, Little Stoke, Bristol BS34 6LR.

TERMS & CONDITIONS OF USE

1. These terms & conditions only apply to the user when they submit correct and truthful details as requested on Techxi website(s) and/or through any mobile phone devices whereby the user is then permitted to use the service and software of Techxi.
2. Techxi offers the user a service and the software required to provide that service. Techxi will supply details provided to enable Techxi drivers to receive a booking and to communicate with you on that basis. This information will contain the users pick up location and associated data (user name, mobile phone number) and the user in turn will also receive relevant data about the taxi/private hire & driver that will pick them up.
3. With respect to using the internet – the technical requirements, configuration and performance of the terminal to use the application including any necessary software are at the users' responsibility and cost.
4. The appointment of a taxi/ private hire vehicle through Techxi is free and incurs no additional charge to the user above regulatory charges (including pick up charges) and fares. Any charges incurred through use of the Techxi applications (such as, but not exclusively, network charges) or website are the users' sole responsibility.
5. By ordering a taxi/private hire vehicle through Techxi (mobile applications or website or any other method) the user agrees to use the service and to pay all relevant fares. The settlement of which will be bound by the terms & conditions of use between the taxi/private hire driver and the user.
6. By agreeing to these terms & conditions you – and anyone else using your account - agree to adhere to them and to be bound by them.

Amendment or Termination of Service

1. Techxi reserves the right to develop, improve or amend in any way the Techxi website(s) and/or mobile applications.
2. Techxi reserves the right to temporarily or permanently stop its services without informing the individual but in the case of this situation arising will do its utmost to keep people informed through its websites' availability. The user is not entitled to a permanent and uninterrupted availability of the Techxi service. Techxi undertakes to achieve maximum levels of service and availability in the case of an interruption to service to resolve it as quickly as possible.

Warrant & Liability

1. Techxi cannot warrant that information is always accurate, complete and that it will reach the recipient in a timely fashion.
2. Where information/data is incorrect, incomplete or submitted late Techxi cannot be held liable or responsible.
3. If the application or submission of data through Techxi causes damage or interruption to Techxi services or any other software or hardware or loss of data then Techxi cannot be held responsible or liable – the user is responsible for backing up any such information.
4. Techxi bears no liability for its driver services.
5. Techxi bears no liability for its service in any form.
6. Techxi bears no liability for the content of third-party websites on or linked to Techxi.

Obligation of the user

1. The user is committed to being truthful and sincere with respect to the personal data that they submit to Techxi through mobile phone or website and agree to use it in a truthful and legal way.
2. The user may use the applications or website as long as they agree not to wilfully cause any damage, interruption to service, congestion.
3. The user agrees not to attempt to circumvent access and/or amend the Techxi services or software in any way.
4. Techxi reserves the right to exclude the user from all Techxi services permanently for any abuses of the service.
5. The users account is private and the user agrees to keep their username and password safe and not to disclose to any third parties. If this information is lost or in any way disclosed then the user has an obligation to inform Techxi immediately.
6. Techxi will not be held liable and is free from all claims for any third party damage that is caused to the user and/or their account through unauthorised access to their account.

Termination

The contract for the use of the software and the application may be terminated by either party without notice or reason.

Disclaimer / Privacy Statement

Techxi is committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

The information we collect and how we use it

When you register with Techxi on our website(s), mobile application or any other way we need to know your name, address, e-mail address, payment details and journey details. We gather this information to allow us to process your registration, process any bookings you may make and process queries. The relevant information is then used by us, our agents and sub-contractors to communicate with you on any matter relating to the conduct of your account and providing you with various services. We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us develop the website and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual. From time to time we may provide your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the services we provide. We or our agents and sub-contractors may contact you by e-mail or telephone (or as required) to ask you for your feedback and comments on our services. We may also wish to provide you with information about special features of our website or applications or any other service or products we think may be of interest to you. If you would rather not receive this information, please send an e-mail message to enquiries@techxi.co.uk titled "Opt-out". We may also want to provide you with related information from third parties we think may be of interest to you. If you would rather not receive this information, please send an e-mail to enquiries@techxi.co.uk. We may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If you do not wish us to disclose your information in this way, please send an e-mail to enquiries@techxi.co.uk.

Our use of cookies and other information gathering technologies

The Techxi website uses "cookies" to allow a user web browser (software used to read web pages), to recall those pages of this website which have already been visited by the user. Cookies are small pieces of information, placed on your computer by a website for tracking purposes.

How we protect your information

The internet is not a secure medium. We have taken all reasonable precautions to prevent disclosure otherwise than as set out in this Privacy Statement, our Terms and Conditions or as set out elsewhere on our website(s) of any of your personal information which you reveal to us on this website. However, due to the nature of the Internet we cannot guarantee the security of the information you send to us via the Internet as the sending of any information over the Internet can never be absolutely secure.

We also keep your information confidential. Our internal procedures of Techxi cover the storage, access and disclosure of your information.

Sale of business

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

Updating your details

If any of the information that you have provided to us changes, for example if you change your e-mail address, name or if you wish to cancel your registration, please let us know the correct details by sending an e-mail to enquiries@techxi.co.uk

Your consent

By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail or SMS you should we make any changes so that you may consent to our use of your information in that way. Continued use of the service will signify that you agree to any such changes. Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

How to contact the data controller at Techxi Limited

We welcome your views about our website and our privacy policy. If you would like to contact us with any queries or comments please send an e-mail to enquiries@techxi.co.uk

Links to other websites

This statement relates to our privacy practice in connection with our website and related mobile applications and the personal data collected through our website and mobile applications. However, we are not responsible for the content or privacy practices of other websites, including linked websites, websites made available through this website and websites to which we may direct you.