Terms & Condition

....Terms and Conditions of Use

These Terms and Conditions govern the use of Kabcompare(the “Website” and the “Mobile Application”) and all other booking platforms operated and owned by Kabcompare. Please contact us should you have any questions at hello@kabcompare.com

2. Services

• Kabcompare will produce quotes on behalf of Operators charging an Administration Fee and/or deduct a commission.

• Operators will be responsible to keep fare data and pricing correct and up to date, which must be inclusive of tolls and congestion charges or ensure additional fees or charges, namely POI pick-up or drop-off fees are up to date

• Kabcompare will use common mapping services, such as Google Maps to calculate mileage

• Operators must make vehicle and drivers availability as well as passenger capacity clear using the Online/Offline tool in the Operator Dashboard

• Kabcompare may in its absolute discretion make any refunds of Card or Account payments made by Passengers where it considers appropriate and to deduct such refunded sums from any sums otherwise due to Operator.

• Operators must follow booking procedures andinstructions provided by Kabcompare

• Any fines or penalties incurred by the Operator or its drivers in connection with the trip will be beared by the Operator

• Operators must not use passengers' Personal Details, including name, phone number and address to fulfil any direct solicitation including marketing and only use the data provided for the purposes of fulfilling ride obligations

3. Bookings

• Kabcompare does not provide any guarantee on the transmission of quotes from Operators to Passenger nor the acceptance of said quote from the customer. The quotes provided to the customer may be from one or more Operators

• Operators must agree to arrange and collect any additional fees and charges, namely waiting times or changes to the booking directly from the passenger, acknowledging that Kabcompare will not endeavour collections. Any other requirement is also a contractual agreement between the Operator and Passenger

• Kabcompare does not guarantee the delivery of booking notification emails nor the time of delivery and shall not be liable for any loss as result of the omission

• Operators must adhere and honour to specified pick-up times whether these are specified or implied as "ASAP", ensuring an adequate level of planning and foresight is used. Where the pick-up is a POI, the Operator must schedule pick-ups according to arrivals. In the event of an unpredicted event or circumstances, for example a flight delay which may affect the schedules pick-up time. In these instances, Operators must notify Kabcomparevia email, failure to do so may be subject to cancellation fees and penalties.

• Where the booking is "ASAP" Operators must dispatch drivers booking within 5 minutes of acceptance, where the booking is "Future" Operators must dispatch drivers within a reasonable time. Failure to do so will result in a penalty specified in Clause 6 of this document "Cancellation and Refunds"

• Operator agrees to instruct and remind drivers of the correct use of the driver app's functions namely to Accept, Start and End rides for various purposes including ride tracking or scrutiny. Non-Compliance may result in the Operator being removed from the Kabcompare platform

4. Payment

• For a booking, where payment has been made in advance by Card or Wallet, Kabcompare will collect payment from Passengers, Kabcompare will present operators fares after deduction of Commission and/or Administration Fee, once the ride is completed the proceedings will be added to the Operator Wallet as

“Unavailable Balance”

• For a booking, where Passenger will pay with Cash, Kabcompare will automatically deduct the uncollected Commission and/or Administration fees due to Kabcompare from the Operator’s Wallet.

• Any additional fees or penalties incurred must be collected by the Operator, directly from the customer.

• Any monies earned during the settlement period (Monday to Sunday) will be sent to the Operator’s Wallet in form of “Unavailable Balance”. At the end of each settlement period, the net amount of earnings will be transferred to the “Available Balance” from which the Operator may request withdrawals. Providing there is not any further complaint, Kabcompare will aim to process Withdrawal Requests to the designated bank within 7 days. Should any balance (Unavailable or Available) become negative at any point as result of penalties or uncollected cash ride fares, Kabcompare holds the right to disable the Operator account, until the negative balance is fully cleared.

• When a promotion is used by a customer, the equivalent amount of our commission will be waived to cover the cost of the discount provided.

• For the avoidance of doubt, our commission is deducted from the total price

• Any payment reconciliation must be requested within 7 days of receiving the payment, although Kabcomparewill endeavour to carry out any investigation disputes raised beyond this window may be disregarded.

• Attempts of collusion with passengers with the intent of avoiding paying commissions or fees, for example by offering a “direct” or “cash” price to passengers, may result in permanent exclusion from the Kabcompareplatform

5. Insurance and Licensing

• Operators undertakes that it and its drivers have in place adequate insurance to cover any damage, loss or injury that may be sustained

• Operator warrants that it and its drivers and vehicles are fully licensed to operate by the appropriate licensing authority.

• Any changes of licensing, including cancelation must be immediately reported to Kabcompare

• Operators must agree to indemnify Kabcompare and hold Kabcompare wholly harmless in respect of any claim, damages, losses or liability which may result from the actions its drivers, including but not limited to accidents.

• Operators must comply with privacy and data protection legislation in the United Kingdom

6. Cancellation and Refunds

• If a passenger decides to cancel a booking, Kabcomparewill notify Operators via dashboard portal and/or email.

• In the event of drivers not showing within 15 minutes of the agreed time, a penalty fee of £12 will be charged, increased to 25 minutes with a penalty of £15 where the pick-up point is a POI. In case the passenger decides to still use Operator's services for the trip any payments due will be made after deducting the payable penalties. Where the passenger decides to not use the service, there will be no payment due.

• If Operator cancels a booking for any reason other than "No Show", the reason will be recorded against the Operator metrics and no payment will be due, where the reason is a No Show, the Operator will be entitled to the payment of the fare in half. Persistent cancellations or abuse of cancellation practices may result in permanently exclusion from the Kabcompare platform

• If Operators cancel a "Future" booking, within 2 hours of the agreed time, Kabcompare at its absolute discretion may charge the original quoted fare in order to relocate the customer request.

• In the event of cancellation of an "ASAP" booking passengers have the right to cancel a booking made up to the point a driver is dispatched without cancellation fees due to the Operator. In the event of cancellation after a driver is dispatched Operators are entitled to a flat fee of £5, regardless of distance travelled.

• Where the pick-up is at a POI, Operators will receive a fee of £7.99 regardless of time or driver status

• In the event of cancellation of a "Future" booking, passengers have the right to cancel bookings made up to

30 minutes without cancellations fees due to the Operator. Where the cancellation is requested less than 30 minutes before pick-up or after a driver has been dispatched Operators will be entitled to half of thequoted price for the ride.

• Where the pick-up is at a POI, Operators will receive a flat fee of £12.99 if the ride is cancelled within 90 minutes of the agreed pick-up time

• Operators shall be liable for any consequential costs or compensation related to late pick-ups or drop-offs

• Operators are responsible of the collection of additional or extra charges resultant from customer lateness at the agreed pick-up point