

SafeTaxi Scheme
Terms & Conditions of Use

Date: 2019

Our terms

1. These terms

1.1 **The SafeTaxi Scheme.** The SafeTaxi Scheme is a scheme in which safe taxi services are made available to students enrolled at Oxford Brookes University (**Students / you**) by Oxford Brookes Student Union (**Brookes Union / us**). It is set up in partnership between Brookes Union and 001 Taxis Limited (**001 Taxis**), and provides a taxi service in which the drivers have gone through an enhanced vetting procedure approved by Brookes Union. Students may book taxis back to their homes or halls of residence or a place of safety within the ring road, either through the SafeTaxi telephone service or through the SafeTaxi App (the **App**). Brookes Union will pay on your behalf and you will reimburse us in accordance with these terms. **In particular, we draw your attention to your repayment obligations set out under clause 6.2 of these terms.**

1.2 **What these terms cover.** This document sets out the terms and conditions on which we make the SafeTaxi Scheme available to you. Please read these terms carefully before you use the SafeTaxi Scheme. These terms tell you who we are, how the Scheme works, how you and we may change or end the contract, what to do if there is a problem and other important information. By participating in the SafeTaxi Scheme, you also accept the terms and conditions of 001 Taxis, which can be found here: <https://www.001taxis.com/terms>.

2. Information about us and how to contact us

2.1 **Who we are.** We are Oxford Brookes Student Union, a union of Students providing representation, support and activities for its members. Our address is John Henry Brookes Building, Headington Campus, Gypsy Lane, Oxford OX3 0BP.

2.2 **How to contact us.** You can contact us by email at su@brookes.ac.uk, calling us on 01865 484750 or writing to us at the address above.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at your university email address. By using the scheme you give us your consent for us to contact you in relation to the service.

3. Our contract with you

3.1 **Use of the scheme.** By choosing to use the SafeTaxi Scheme you accept these Terms and Conditions, at which point a contract will come into existence between you and us.

3.2 **Your details.** In order to participate in the SafeTaxi Scheme, you must provide certain personal information about yourself including your name, Oxford Brookes student ID number, pick up location, destination and telephone number. You will also be required to provide some or all of this information when you book a taxi through the App. We will not be responsible for any taxi

bookings made if the required information is not provided, whether the journey is taken or the booking is delayed or cancelled as a result.

- 3.3 **How we use your personal information.** We ask for this personal information from you when you use the SafeTaxi Scheme in order to ensure you are eligible to participate in the SafeTaxi Scheme. You will be required to provide information to the taxi company and its driver to participate in the scheme, and where appropriate to enable payment to be made. We will only use your personal information as set out in our [Privacy Policy](https://www.brookesunion.org.uk/footer/privacypolicy), which can be found here: <https://www.brookesunion.org.uk/footer/privacypolicy>.

4. How to use the SafeTaxi Scheme

- 4.1 **How to access the SafeTaxi Scheme.** The Scheme can be accessed via the App, or the dedicated SafeTaxi phone number: 01865 406087. Any information that you provide to the call handler and/or the driver will be recorded and may be shared with Brookes Union.

- 4.2 **How to use the SafeTaxi Scheme.** Dial SafeTaxi directly at the number above, or access the SafeTaxi Scheme via the App. Give the call handler your full name, student number, pick up location and destination and telephone number. **Your destination must be inside the Oxford city ring road, or the Harcourt or Wheatley campus.** The call handler will confirm your booking with a job/reference number, and will text you with details of the vehicle and vehicle registration and driver name. Present your ID to the driver on arrival to confirm your identity and student status, get home safely and then leave feedback via your preferred chosen mechanism.

- 4.3 **Changes to bookings.** Once you have booked a taxi in the SafeTaxi Scheme, it is unlikely that you will be able to cancel the booking unless the booking is made sufficiently far in advance (at least 48 hours). If you wish to make a change to, or cancel, a taxi you have booked please contact us and we will let you know whether the change is possible.

- 4.4 **Changes to the SafeTaxi Scheme.** We may change the terms of the SafeTaxi Scheme and/or the App:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

These changes will not affect your use of the SafeTaxi Scheme or the App.

5. Providing the SafeTaxi Scheme

- 5.1 **Costs.** The costs of booking a taxi through the SafeTaxi Scheme will be as confirmed to you by 001 Taxis when you making a booking with them. This cost will be paid by Brookes Union and you must repay us as set out below.

- 5.2 **Duration.** You will be able to participate until either your membership of Brookes Union expires or we end your participation by written notice to you as described in clause 8.

- 5.3 **We may suspend your participation in the SafeTaxi Scheme if you do not pay.** If you do not make payments for taxi bookings when you are supposed to (see clause 6.2) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend your use of the SafeTaxi Scheme until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your use of the SafeTaxi Scheme. We will not suspend your use of the SafeTaxi Scheme where you dispute the unpaid invoice (see clause 6.5). As well as

suspending your use of the SafeTaxi Scheme we can also charge you interest on your overdue payments (see clause 6.3).

5.4 **We are not responsible for events outside our control.** If our provision of the SafeTaxi Scheme is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the event. Provided we do this we will not be liable for delays or unavailability of the SafeTaxi Scheme caused by the event. If there is a risk of substantial long-term issues you may contact us to end the contract and receive a refund for any taxi bookings which you have paid for but not yet taken.

5.5 **We may suspend the App.** We may have to suspend availability of the App to deal with technical problems or make minor technical changes, or update the App to reflect changes in relevant laws and regulatory requirements. You may contact us to end the contract if we suspend the App, or tell you we are going to suspend it, for a period of more than four weeks and we will refund any sums you have paid in advance for any taxi bookings in respect of the period after you end the contract.

6. Price and payment

6.1 **Where to find the price for a taxi booking.** The price of the taxi journey (which includes VAT) will be conveyed to you by 001 Taxis when you make the booking.

6.2 **When and how you must pay.** You must make payment for the journey to Brookes Union within 14 days of using the service. You may do so either by coming into the Brookes Union building to pay in cash at Reception, or by bank transfer to the following details: Sort code: 60-10-28 Account number: 66569583 using your student number and the date of journey as your reference eg. 19xxxxxx150919. We may ask you to confirm certain information in relation to the journey in order to identify the charges to be repaid.

6.3 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6.4 **What to do if you think an invoice is wrong.** If you think the amount you were charged is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7. How to end the contract with us

7.1 **You can always end your contract with us.** In order to end your participation in the SafeTaxi Scheme, please let us know by contacting us at the details above. We will require you to pay any outstanding invoices which remain unpaid before leaving the SafeTaxi Scheme.

8. Our rights to end the contract

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for you to participate in the SafeTaxi Scheme; or
- (c) your behaviour in your participation of the SafeTaxi Scheme is such that we are reasonably entitled to suspend your participation in the SafeTaxi Scheme, for instance if you cause damage to a driver's car or display abusive behaviour towards a driver or other member of SafeTaxi staff.

9. If there is a problem with the SafeTaxi Scheme or the App

9.1 **How to tell us about problems.** If you have any questions or complaints about the SafeTaxi Scheme or your use of the App, please contact us. You may telephone or write to us by email or post at the contact details above.

9.2 **Summary of your legal rights.** Under the Consumer Rights Act 2015, if you do not agree a price at the time when you make the booking, the price you are asked to pay must be reasonable. If you do not agree a time for the booking, the service must also be carried out within a reasonable time. If the service is not carried out with reasonable care and skill, you will be entitled to a refund. Nothing in these terms will affect your legal rights.

10. Other important terms

10.1 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

10.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you make a payment due under the SafeTaxi Scheme, or delay in taking steps against you to enforce payment, that does not mean that you do not have to make that payment and will not prevent us taking steps against you at a later date.

10.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts.