



TERMS & CONDITIONS OF MEMBERSHIP WITH DON'T TRAVEL EMPTY LTD

PRINCIPAL TERMS

1. This agreement commences once you have completed a registration form either over the phone or written.
2. This agreement will become binding between you and us when your Direct debit has been set up and we have received your registration fee or first payment.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
4. You cannot transfer this agreement to any other company.

FEES & CHARGES

1. The registration fee and monthly payments are collected from you via a direct debit. These fees are not refundable under any circumstances. Joining fees are applied to cover the initial registration costs associated with setting up a new membership.
2. If you are looking to upgrade your membership with us, there will be an upgrade registration fee of £50 + VAT. (This is also non-refundable).
3. If any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason you will be notified of your missed payment and will be given a verbal & written payment failure notification. If further payments are missed, we reserve the right to suspend your membership if no further action is taken by you to address the issue.
4. You agree to advise us immediately of any change to the Members Details provided.
5. We reserve the right to increase the price of membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period you reserve the right to cancel your membership in writing but must give at least 1 months notice.

TERMINATION

1. The first 12 months of membership is contractual and you are unable to terminate or downgrade the membership within this period and therefore membership must be paid for.
2. When upgrading your membership you are renewing your contract with DTE which means the 12 month period restarts automatically and you are unable to terminate your contract within this period.
3. You may terminate your membership at any time after the first 12 months by giving us written notification 3 months before you wish to cancel.
4. Only Pay as You Go membership (monthly payment of £50 + VAT) can be cancelled with immediate effect.
5. If you cancel your direct debit during this period you will still be required to pay the outstanding amount and will receive payment reminders until the balance is cleared.
6. We reserve the right to suspend your membership at any point immediately if you miss a payment (which is not paid within 7 days) or you breached the terms & conditions of membership.

MEMBERSHIP USAGE

1. Operators will be permitted up to 2 alerts per month for a breakdown, passenger recovery or urgent job. This will include an email to all paying members, a text message to the county & surrounding counties of the issue & an app alert sent via the Don't Travel Empty app.
2. Don't Travel Empty reserves the right to decide what is considered urgent and therefore will decide what is permitted for an alert.
3. Non urgent jobs posted onto Don't Travel Empty will be emailed out in our job emails, these are not considered as an alert and therefore this doesn't have a maximum number of jobs that can be sent out per month.
4. Don't Travel Empty reserves the right to terminate a member with immediate effect if a staff member or operator has been the subject of abuse or intimidation. (Which is categorised as "Extremely offensive or insulting"). This includes all posts to Coachbook and other communication via DTE systems.
5. All the information and material provided on the DTE website is solely for illustrative purposes. It is not intended to and does not create any business, contractual or employment relationship with Don't Travel Empty Ltd.
6. Information and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed by any visitor to the site or anyone who may be informed of any of its contents.
7. All trademarks used or referred to in this site are the property of their respective owners.
8. Once a verbal agreement has been made to pass a job to another DTE member it is deemed to be a legally binding contract. Any member found accepting a price and then not going ahead with the contract will be deemed to have broken the DTE terms and conditions and could have their membership of DTE permanently cancelled.
9. You are not allowed to: Copy or use any material, including images and content from the site without prior consent from Don't Travel Empty Ltd.
10. Members should satisfy themselves that before they "sell" any "matched" job on they are not bound by any contracts preventing them from doing so, if they are and find themselves in breach of contract Dont Travel Empty Ltd accept no liability.
11. Any member taking a job from DTE is deemed to have formed a contract with the other member and it is their responsibility to fulfil that contract to the satisfaction of all parties. Handing a job back is not acceptable unless under EXTREME circumstance and only then with the prior approval of DTE. Failure to comply with this could result with the fact the contract was not fulfilled going public on DTE to let other members be aware.
12. Once a contract has been successfully completed payment must be forthcoming within 30 days. Again, failure to do so could result in the fact going public on DTE to let other members be aware
13. Whilst DTE has no part in any contract, should a dispute arise we have power of arbitration. DTE's decision is final and beyond appeal.
14. All contracts and arrangements made through DTE are bound by these set of terms and conditions and by accepting or posting work/jobs/availability/empty legs etc to DTE you are deemed to accept them
15. The English Courts will have exclusive jurisdiction over any claim arising from or related to a visit to this web site. English Law will apply to these terms and conditions.
16. Only jobs undertaken by a DTE members own vehicles can be published onto DTE for covering or passenger recovery. Jobs or passenger recoveries must not be posted in behalf of anyone else. Failure to comply with this could result in membership being cancelled.