

TERMS AND CONDITIONS

BUSINESS SHUTTLE LIMITED

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN LIMITATIONS ON AND EXCLUSIONS OF THE LIABILITY OF BUSINESS SHUTTLE LIMITED.

These Terms and Conditions ("**Terms**") set out the terms and conditions upon which Business Shuttle Limited ("**Business Shuttle**") agree to provide the licensed private car hire services ("**Services**") to you. Business Shuttle is a limited liability company incorporated under the laws of England and Wales (company number: 05971302) and whose registered address is at (15a Cargate Avenue, Aldershot, Hampshire, GU11 3EP).

1. APPLICATION OF THESE TERMS

When booking Services you will be entering into a legally binding contract with Business Shuttle on the terms of this Agreement (defined below).

2. DEFINITIONS

2.1 The following words and phrases used in this Agreement shall have the following meanings, except where the context clearly requires otherwise:

"Agreement" means these Terms together with the Electronic Confirmation relating to your reservation and the Privacy Policy;

"Charges" means the charges and fees levied by Business Shuttle for the Services, as set out in the Electronic Confirmation;

"Electronic Confirmation" means an email message sent to you by Business Shuttle once you have reserved a vehicle telephonically or by email confirming Business Shuttle's acceptance of your reservation, the details of your reservation and the monies to be paid by you in respect of your reservation;

"Force Majeure Event" means any event which affects the performance by Business Shuttle of its obligations under this Agreement and arises directly from an act outside the reasonable control of Business Shuttle, including without limitation, an act of God, local government or government, war, fire, flood, earthquake or storm, adverse weather conditions, acts of terrorism, explosion,

civil commotion, industrial dispute, technical problems, extreme adverse weather conditions, accidents or traffic congestion;

"Parties" means you and Business Shuttle collectively and **"Party"** shall mean any one of us as determined by the context;

"Personal Data" means all personal data provided or disclosed by you to Business Shuttle in connection with this Agreement and, for the purposes of this Agreement, personal data shall have the meaning given to it by the Data Protection Act 1998;

"Privacy Policy" means Business Shuttle's privacy policy accessible via the link provided at the bottom of this page and which forms part of this Agreement;

"VAT" means value added tax charged under or pursuant to the Value Added Tax Act 1994; and

"Vehicle" means Business Shuttle's licensed private car used to provide the Services to you.

2.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation.

2.3 Words importing the singular include the plural and vice versa.

2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2.5 References to including and includes shall be deemed to mean respectively including without limitation.

2.6 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

3. PROVISION OF SERVICES

3.1 In consideration of the payment by you of the Charges, Business Shuttle agrees to provide the Services to you. Business Shuttle shall use reasonable

endeavours to ensure that the Vehicle arrives at the time designated by you and, thereafter, reaches its destination on time.

- 3.2 Business Shuttle shall notify you immediately if it is no longer able to provide the Services to you and in such event you will not be liable to pay the Charges and Business Shuttle shall refund to you any of the Charges already paid by you.

4. PAYMENT

- 4.1 As consideration for the Services, you agree to pay to Business Shuttle the Charges set out in the relevant Electronic Confirmation. Unless otherwise agreed between you and Business Shuttle, all Charges shall be payable in cash upon arrival at your designated destination or by credit/debit card at the time of your reservation. The driver of the Vehicle shall receive your cash payment as agent on behalf of Business Shuttle.

- 4.2 Unless specifically stated, all amounts exclude VAT and such due VAT shall be payable by you in addition to the Charges at the then prevailing rate.

- 4.3 Where Business Shuttle has agreed to invoice you periodically for services provided, Business Shuttle shall raise invoices on a weekly basis and you shall make payment of such invoices within 15 days of receipt of Business Shuttle's invoice.

- 4.4 Business Shuttle reserves the right to charge interest at a rate of four per cent (4%) per annum above the base lending rate levied by Barclays Bank plc from time to time on all amounts that remain outstanding after the due date.

5. LIMITATION OF LIABILITY

- 5.1 This Clause 6 sets out the entire financial liability of Business Shuttle (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

5.1.1 any breach of this Agreement;

5.1.2 any use made by you of the Services, or any part of them; and

5.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 5.2 Nothing in this Agreement limits or excludes Business Shuttle's liability for:
- 5.2.1 death or personal injury resulting from its negligence;
 - 5.2.2 fraud and/or fraudulent misrepresentation.
- 5.3 Subject to Clause 5.2, in respect of this Agreement, the aggregate liability of Business Shuttle to you whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to two hundred pounds sterling (£200).
- 5.4 Subject to Clause 5.2, in respect of this Agreement, Business Shuttle will not have any liability to you for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):
- 5.4.1 loss of revenue or profits;
 - 5.4.2 loss of business opportunity or loss of contracts;
 - 5.4.3 loss of goodwill or injury to reputation;
 - 5.4.4 indirect, consequential or special loss or damage; or
- 5.5 anticipated savings.

6. INSURANCE

- 6.1 Vehicles are insured as required under English Law.
- 6.2 Your personal property is not covered by Business Shuttle's insurance policy and is therefore carried at your own risk.

7. DATA PROTECTION

- 7.1 Business Shuttle collects Personal Data from you when you provide Personal Data to Business Shuttle when you enquire about the Services and/or when reserving a Vehicle.
- 7.2 The collection, processing and storage of Personal Data will be dealt with by Business Shuttle in accordance with the Privacy Policy.

7.3 By submitting your information and the information of the individuals on whose behalf you make a booking, you consent to Business Shuttle collecting, processing and storing the Personal Data you submit for the purposes described in the Privacy Policy.

8. FORCE MAJEURE

Business Shuttle shall not be liable to you for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event.

9. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement will be deemed to constitute a partnership between the Parties nor constitute either Party as the agent of the other Party for any purpose.

10. WAIVER

A waiver (whether express or implied) by one of the Parties of any of the provisions of the Agreement or of any breach of or default by any other Party in performing any of those provisions, will not constitute a continuing waiver and that waiver will not prevent the waiving Party from subsequently enforcing any of the provisions of the Agreement not waived or from acting on any subsequent breach of or default by any other Party under any of the provisions of the Agreement.

11. SEVERABILITY

The provisions contained in each clause and sub-clause of the Agreement is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.

12. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13. ASSIGNMENT AND SUBCONTRACTING

Business Shuttle may assign and/or subcontract its obligations under the Agreement or any part of it to any person, firm or company.

14. VARIATION

No variation of the Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

15. WHOLE AGREEMENT

The Agreement contains the whole agreement between the Parties relating to the subject matter contemplated by it and supersedes all previous agreements between the Parties relating to that subject matter.

16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and will be construed in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English Courts for all purposes relating to this Agreement.