

TERMS AND CONDITIONS FOR THE SUPPLY OF CORPORATE CAR SERVICES

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition shall apply in these conditions.
"Account Customer" means a customer who has been approved for a credit account with us;
"Booking" means the journey booked by you in accordance with your Order;
"Charges" means the charges for the Services;
"Conditions" means these Conditions of Supply;
"Contract" means the contract between us and you;
"Order" means your order for Services which is placed with us, either verbally, in writing, or via our secure online booking system or Passenger App;
"Services" means the corporate car services provided by us;
"we" "us" and "our" refers to Security Drivers International Limited, or any subsidiary or associated company;
"you" and "your" refers to our customer, being the person, firm, or corporation who purchases Services from us;
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 A reference to a clause is a reference to a clause of these Conditions.
- 1.6 Condition headings do not affect the interpretation of these Conditions.

2. CONTRACT

- 2.1 These Conditions shall govern the Contract to the exclusion of all other terms and conditions, including any terms and conditions which you may seek to bring to our attention.
- 2.2 An Order shall be deemed to be an offer by the Customer to purchase Services, subject to these Conditions.
- 2.3 Your Order must state your proposed date and time for your Booking, your designated pick-up point and destination, flight number where appropriate, your preferred vehicle and the names of all individuals that will be driven by our chauffeur.
- 2.4 We reserve the right to reject any Order in our sole discretion, without providing a reason and without liability to you.
- 2.5 Our acceptance of your Order shall establish the Contract. We may accept your order either verbally, in writing, via our booking systems or by commencing performance of the Services.
- 2.6 Upon acceptance of your Order, we shall undertake the Services with reasonable skill and care, in return for payment of the Charges and any additional charges payable to us.

3. BOOKING AND CANCELLATION

- 3.1 Account Customers must provide a Debit Or Credit Card which will be billed immediately after completion of the services. UK based accounts may be given 10 days to make payment at our discretion
- 3.2 If you are not an Account Customer, the full amount of the Charges must be paid to us by credit or debit card, or cleared funds for the full amount of the Charges which must be received by us, in either event at least 24 hours prior to the Booking. Failure to do so will result in the vehicle not being dispatched as requested.

- 3.3 If you are an Account Customer who wishes to cancel your Order:
 - (a) you shall be liable for the full amount of the Charges if you cancel your Order less than 4 hours prior to the Booking; and
 - (b) we reserve the right to request payment of the full amount of the Charges if you cancel your Order more than 3 hours but less than 4 hours prior to the Booking.
- 3.4 If you are not an Account Customer and you wish to cancel your Order, you shall be liable for the full amount of the Charges if you cancel your Order less than 8 hours prior to the Booking.
- 3.5 You shall be liable for the full amount of the Charges if you fail to show for the Booking.
- 3.6 All of our prices are in pounds sterling and are exclusive of VAT at the prevailing rate, unless otherwise stated by us and all payments must be made in pounds sterling
- 3.7 If you shall fail to pay to us any sum due to us on or before the date that such sum falls due for payment, then we shall be entitled to charge you interest thereon at a rate of five per cent (5%) per annum above the base lending rate of HSBC Bank plc (such interest to be charged monthly and compounded and to accrue at such rate before as well as after judgment) or the allowable rate of interest chargeable on commercial debts (whichever is the higher) from the date that such sum falls due until the same has been paid to us.
- 3.8 Rates are subject to alteration without prior notification; our current rates are shown on your Passenger App or Portal when you create a booking.
- 3.9 For the purpose of calculating the Charges, each Booking shall be deemed to start and finish at the Security Drivers International Limited registered office at 118 Pall Mall, London SW1Y 5EA, or, from our Southend on Sea office for certain customers unless other arrangements have been agreed with us. If there are any changes or variations to what was stated in your Order (including extra mileage to the journey, road tolls, parking, congestion charge or waiting), you will be charged extra in accordance with our standard rates.
- 3.10 All Bookings are subject to a minimum charge of £105.
- 3.11 All hourly Charges are rounded up to the nearest 30 minutes.
- 3.12 We allow 60 minutes waiting time without charge at airports and 15 minutes waiting time without charge at all other pick-up points. Any additional waiting time will be charged at our standard hourly rate.
- 3.13 All parking and entrance charges are chargeable at cost.
- 3.14 Road tolls, congestion zone charges, parking and enforced drop off fees at airports and telephone costs are not included in the charges.
- 3.15 Any Booking made for Bank Holidays shall be subject to a surcharge of 50 % on top of our published rate with exception of Christmas Day and New Years Eve Between 1700 and midnight which will incur a surcharge of 100%. Cars are unavailable to book on New Years Day
- 3.16 If it is necessary for any of our chauffeurs to be provided with overnight accommodation, then this will be charged at £150 in the UK and £175 outside the UK.
- 3.17 We reserve the right to impose a surcharge to cover any exceptional fuel price increases, but we will endeavour to minimise any such surcharge.

4. SERVICES

- 4.1 We will endeavour to provide the vehicle you request. However, in the unlikely event that we are unable to do so, we reserve the right to provide a substitute vehicle of similar type and capacity. You will be informed of this.
- 4.2 We reserve the right to use our assigned subcontractors that are authorised and vetted by us as we occasionally have to subcontract work out to them due to volume of bookings. In this case, only our terms and conditions will apply to your booking.
- 4.3 We will attempt to ensure that our chauffeur arrives at your designated pick-up point on time, but we shall not be liable for lateness caused by excess traffic, road traffic incidents, accidents, breakdowns, severe weather conditions, strikes, road works or other issues.
- 4.4 Our chauffeur will choose what he considers to be the best route to your destination, using his experience and knowledge of local conditions. He/she will be happy to accept an alternative route if requested by you; however, an extra charge may be levied should this result in extra mileage or time being incurred. When operating in a busy metropolis such as London, even with the best planning, unforeseen circumstances may arise. We will not accept responsibility for any late arrivals or delays occasioned by any event beyond our control.

- 4.5 We reserve the right to refuse to wait, pick up or drop off in undesignated areas. In circumstances where our chauffeur is requested to do so in one of these areas and he agrees to do so, you will be solely responsible for any fine incurred.
- 4.6 All of our chauffeurs abide by current laws and regulations governing speed restrictions and will not entertain any request to exceed any applicable speed limit.
- 4.7 We operate a strict no smoking policy in all of our vehicles.
- 4.8 In the event that you have an excess of baggage, we reserve the right to refuse to allow any baggage to be placed in the vehicle which, in our opinion, would result in the vehicle being damaged or being rendered unsafe to drive on the road. It is requested that you check with us in advance to ensure your belongings will fit into the vehicle you have booked.
- 4.9 By law, small children require additional appropriate restraints. We neither provide nor assist in the fitting of, child seats or restraints. It is the adult passenger's sole responsibility to make sure any children in his/her care are properly secured.
- 4.10 Under no circumstances will any of our vehicles carry more passengers than the Private Hire Licence for that particular vehicle permits.
- 4.11 Our insurers will not cover injury caused by passenger action, such as not wearing a seat belt or opening doors before the vehicle has come to a halt. Should a passenger cause damage to a vehicle, we will pass on to you the full costs of repair and any incidental costs for the time that the vehicle was unusable due to the passenger's actions.
- 4.12 In the event of any passenger vomiting in the vehicle, we will impose a minimum charge of £ 500 to cover specialist Body Fluid cleaning costs.
- 4.13 Our chauffeur will check for any items left by passengers in the vehicle. Any items left by a passenger but unseen by our driver will be returned to the location of your choice; however we will charge the full cost of our published rate for doing so or full postal costs if applicable.
- 4.14 No complaint about our performance of the Services will be entertained by us unless your complaint is submitted to us in writing within 24 hours from the end of your Booking.

5. OUR LIABILITY

- 5.1 Without prejudice to any other provision of these Conditions which excludes or imposes limits on our liability, in the event that you shall suffer any actual loss or damage arising directly from our negligence or breach of contract or breach of statutory duty, then (other than for death or personal injury caused by our negligence, for which there shall be no limit of liability), our liability therefor shall be limited in any event to the amount of the Charges paid by you for the Services, in respect of the aggregate of all instances of such negligence and/or breach arising out of our performance of our obligations under the Contract.
- 5.2 Notwithstanding any other provision contained within these Conditions, we shall not be liable to you for any:
 - (a) loss or damage to any luggage or property carried within or on our vehicles howsoever such loss or damage may be caused;
 - (b) indirect, special or consequential loss or damage; or
 - (c) economic loss including, without limitation, any loss of profits or goodwill or anticipated savings arising from any of our acts or omissions or those of our servants or agents in respect of the Contract.
- 5.3 Our liability under the Contract shall be to the exclusion of all other liability to you whether contractual, tortious or otherwise. Except for the warranty given by us in clause 2.6, all other conditions, warranties, or other statements whatsoever concerning the Contract, whether express or implied, by statute, at common law or otherwise howsoever (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, hereby excluded from the Contract.
- 5.4 You accept that the limitation of our total liability under the Contract as aforesaid is reasonable and that in setting such limit, we have each had regard to the price and nature of the Booking, the Charges and the Services and the terms hereof, and the level of expenses expected to be incurred by you in respect thereof and the resources available to each party including insurance cover, to meet any such liability.
- 5.5 Your statutory rights are not affected by these Conditions.

6. MISCELLANEOUS

- 6.1 Without limiting the application of these Conditions, any of the following shall constitute a breach by you hereunder:
- (a) your failure to pay any amount due to us hereunder within forty eight (48) hours of the date due.
 - (b) your default in performing any other obligations hereunder or under any other contract between us and you;
 - (c) your failure to maintain any insurance requested by us;
 - (d) your death or a judicial declaration of incompetence against you, the filing by or against you of a petition under the Insolvency Act 1986 or under any other insolvency law providing for the relief of debtors, the making of any arrangement or composition with, or any assignment for the benefit of, your creditors, or the taking of steps to wind up your company (save for the purpose of and followed by a voluntary reconstruction or amalgamation), or the appointment of a trustee, receiver, administrator, administrative receiver, liquidator or similar officer in respect of all, or any part of, your business or assets.
- 6.2 In the event of your breach hereunder, we may avail ourselves of any one or more of the following remedies, which are cumulative and may be exercised concurrently or separately from time to time:
- (a) declare any or all of the Charges and any other charges payable to us due, whereupon they shall forthwith be payable by you to us;
 - (b) take possession of any property of yours on our premises without notice and without liability for damages occasioned by such taking;
 - (c) exercise a lien over any property belonging to you in our custody or control for the balance of any monies due to us;
 - (d) require you to pay us all costs and expenses, including collection charges and legal fees (on an indemnity basis), incurred by us in exercising any of our remedies hereunder or otherwise enforcing this Contract;
 - (e) suspend performance of all or part of the Services; or
 - (f) terminate the Contract forthwith.
- 6.3 You shall not assign or transfer the Contract without our express prior written consent.
- 6.4 We may assign, pledge or otherwise dispose of our rights under this Contract in whole or in part, without notice to you, but subject always to your rights hereunder. You shall acknowledge receipt of any notice of assignment in writing.
- 6.5 You shall execute such further documents as we may reasonably require confirming, protecting, perfecting or enforcing our rights under the Contract.
- 6.6 The Contract constitutes the entire agreement between us and you and neither us nor you shall be bound by any other statement or representation made to the other.
- 6.7 No variation or amendment to these Conditions or to the Contract shall be effective unless made in writing and signed by us.
- 6.8 In the event that any part of the Contract shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction, then the remainder thereof shall remain in full force and effect.
- 6.9 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by fax (PROVIDED that proof of transmission can be produced) to the address or fax number of the respective party notified to the other party, on the date of delivery or transmission respectively, or if sent by recorded delivery post to such address within two (2) working days of posting.
- 6.10 The Contract shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.