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**THESE STANDARD TERMS OF SERVICE APPLY TO PERSONAL, NON-COMMERCIAL, USE OF THE SERVICES.**

<b>Version Number</b>	<b>1.46</b>
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**CONSUMER STANDARD TERMS OF SERVICE**

We are Addison Lee Limited, a company registered in England and Wales (registration number: 01205530) whose registered address is located at The Point (4<sup>th</sup> Floor) 37, North Wharf Road, London W2 1AF ("**Addison Lee**", "**we**", "**our**" or "**us**").

We provide Passenger Services and Courier Services either via a Group Member, licensed operator and/or Fulfilment Partner as set out in these Terms (collectively the "**Services**").

When you book one or more Services these consumer standard terms together with all annexes, appendices, price lists and all linked pages indicated and documents referred to herein apply to your use, and the Passenger's use, of the Services (the "**Terms**").

We keep these Terms (including pricing) updated and we amend them every so often. Please remember to check these Terms before you make a Booking, as the latest set of Terms will apply to your Booking.

**Capitalised expressions in these Terms:**

<b>Additional Charges</b>	means any and all charges other than the Charges payable by you in relation to a Passenger Services Booking and/or Courier Services Booking as set out in these Terms. A list of Additional Charges for Passenger Services is set out in Annex 1 and section 4 of these Terms. A list of Additional Charges for Courier Services are set out in Annex 2 and section 6 of these Terms. A list of Additional Charges for Taxi Services are set out in appendix 1 to Annex 4.
<b>Additional Waiting Time</b>	means as defined in section 2.9 below.
<b>Aggregator</b>	means a carefully selected platform provider to whom Addison Lee may subcontract the Services or any part thereof and who will further subcontract the Services or any part thereof to its network of third-party private hire and/or licensed taxi service providers.
<b>Airport Inclusive Waiting Time</b>	means as defined in section 2.6 below.
<b>Airport Executive Service</b>	means a service delivered by Addison Lee or any Addison Lee Group Member from time to time or a UK Fulfilment Partner which includes a driver and an Audi A6 vehicle, VW Multivan or similar (depending on region/country travelling in). All Airport Executive vehicles can carry up to 3 passengers and 3 suitcases.
<b>Airport + Service</b>	means a service delivered by Addison Lee or any Addison Lee Group Member from time to time or a UK Fulfilment Partner) which includes a driver and a Mercedes Viano, VW Multivan or similar (depending on region/country travelling in). All Airport + vehicles can carry up to 6 passengers and 4 suitcases.
<b>Airport Select Service</b>	means a service delivered by Addison Lee or any Addison Lee Group Member from time to time or a Fulfilment Partner which includes a driver and a ID.4, VW Multivan or similar (depending on region/country travelling in). All Airport Select vehicles can carry up to 4 passengers and 3 suitcases.

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<b>Airport Booking</b>	means a Passenger Services Booking made to or from any of the following airports: London Heathrow, London Gatwick, London City, London Stansted and London Luton and all other UK airports.
<b>Airport Meet and Greet Fee</b>	means the amount payable for the Driver or UK Fulfilment Partner (as applicable) to meet you at a pre- agreed meeting point with a name board at a United Kingdom airport as part of the performance of an Airport Booking.
<b>App</b>	means the Addison Lee mobile application or any mobile application operated by a Group Member or a third-party distribution channel, through which Bookings can be made.
<b>As Directed Booking</b>	means a Passenger Services Booking that: (i) is within the London Postal Area; (ii) is restricted to a driving distance of less than 10 miles in any 1 hour period of hire; and (iii) in relation to Passenger Services has a minimum of 3 stops in the period of hire, where one or more Passenger(s) directs the Driver for the period of hire.
<b>ASAP Booking</b>	means a Passenger Services Booking for the next available Driver, or Fulfilment Partner (as applicable).
<b>Booking</b>	means a booking for a Driver or Fulfilment Partner (as applicable) to provide (i) Passenger Services or (ii) Courier Services made using a Booking Channel.
<b>Booking Channel</b>	means the Site, App, Phone or certain third-party distribution channels.
<b>Business Day</b>	means a day other than a Saturday, Sunday or National or Public Holiday and, when banks in London are open for business and Business Hours shall be construed as 9.00am to 17:30pm on a Business Day.
<b>Cancellation Fee</b>	means the amount payable by you if you cancel a Booking. Cancellation Fees for Passenger Services are calculated in accordance with section 4 of these Terms. Cancellation Fees for Courier Services are calculated in accordance with section 6 of these Terms.
<b>Card</b>	means a credit card or debit card.
<b>Card Payment</b>	means payment in relation to a Booking, made by a credit card or debit card (as applicable).
<b>CCL</b>	means ComCab (London) Ltd, a company incorporated in England and Wales with company number 06434912.
<b>Central London</b>	means the London Postcode areas W1, W2, SW1, NW1, WC1, WC2, EC1, EC2, EC3 and EC4 as may be varied from time to time.
<b>Charges</b>	means the charges payable by you for a Booking, as communicated to you when the Booking is made, and excluding the Additional Charges.
<b>Christmas and New Year Period</b>	means: <ul style="list-style-type: none"><li>a) in respect of Taxi Services, from 20:00 on 24 December to 06:00 on 27 December and from 20:00 on 31 December to 06:00 on 2 January; and</li><li>b) in respect of all other Services, from 18:00 on 24 December to 08:00 on 27 December and from 18:00 on 31 December to 08:00 on 2 January,</li></ul> in any calendar year.
<b>Collection Address</b>	means the address provided by you at the time of making the Booking as the address from which the Vehicle or Courier Services Vehicle (as applicable) shall collect (i) you and/or your

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Passenger(s); or (ii) collect the Goods (as applicable). Changes to the Collection Address may be permitted subject to sections 2.3 and 2.4.

<b>Conditions</b>	means these terms and conditions (as distinct from the Terms).
<b>Contract</b>	means as defined in section 1.6.
<b>Courier Services</b>	means (i) the carriage or delivery of Goods in the United Kingdom subject to availability; and (ii) the delivery of Goods nationally or internationally, by way of a Courier Services Vehicle, or by an Overnight Courier or International from the Collection Address to the Destination Address. Courier Services include Standard Courier Services, Priority Courier Services and Direct Courier Services.
<b>Courier Services Vehicle</b>	means a Pushbike, Motorbike, Parcel Van/Car, Small Van, Large Van or Luton Van accordingly, used for the carriage or delivery of Goods.
<b>Customer</b>	means you, the person making a Booking and/or using the Services under these Terms.
<b>Cycle Select+</b>	means a Booking for the carriage of one or two Passengers and one bicycle (excluding non-foldable e-bikes).
<b>Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party. The terms "personal data", "process", "data controller" and "data processor" shall have the meanings given in the applicable Data Protection Legislation.
<b>Destination Address</b>	means the address stated by you at the time of making the Booking to which the Vehicle or Courier Services Vehicle (as applicable) shall deliver each Passenger or the Goods (as applicable). Changes to the Destination Address may be permitted subject to sections 2.3 and 2.4 below.
<b>Direct Courier Services</b>	means a courier service under which the courier transports the consignment from collection to delivery by the most direct practicable route.
<b>Development</b>	means as defined in section 10.5 below.
<b>Disruption Charge</b>	means an additional charge of up to £20.00 for a journey taking place during a Disruption Event or a during period of 12 hours thereafter. This applies to all Passenger Services except Taxi Services.
<b>Disruption Event</b>	means any event which causes material disruption to the transport network and will include, without limitation, Strikes, transport network staff shortages, tube and rail closures, road works and closures, severe weather, national holidays, major events or other circumstances with an unforeseen impact on supply and demand.
<b>Driver</b>	means any person contracted to Addison Lee or any Group Member who drives a Vehicle or Courier Services Vehicle.
<b>Drop-Off Fee</b>	means a fee or charge applicable for dropping off Passengers at certain Destination Addresses which will be added to the Charges.

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<b>Executive Service</b>	means a service performed by a Group Member or a Fulfilment Partner which includes an executive driver and a Mercedes E Class vehicle (or V-Class vehicle for Executive+ 5-6 people option) or similar (depending on region/country travelling in).
<b>First Service</b>	means a service performed by a Group Member or a Fulfilment Partner which includes a driver and a Mercedes S-Class (or V-Class vehicle for First+ 5-6 people option) or similar (depending on region/country travelling in).
<b>Fulfilment Partner</b>	means a UK Fulfilment Partner and/or Global Fulfilment Partner.
<b>Global Aggregator Booking</b>	means a Booking for a journey that takes place in the relevant Territory arranged via an Aggregator.
<b>Global Fulfilment Partner</b>	means a carefully selected third party private hire or licensed taxi company on whose behalf Addison Lee or a Group Member acts as agent to provide the Network Services.
<b>Goods</b>	means any permitted goods transported by us pursuant to a Courier Services Booking and which are not the Prohibited Goods.
<b>Group Member</b>	means any company which is a subsidiary or holding company from time to time of Addison Lee or is a subsidiary from time to time of a holding company of Addison Lee.
<b>Inclusive Waiting Time</b>	means as defined in section 2.5 of these Terms.
<b>Intellectual Property Rights</b>	means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).
<b>International</b>	means a Courier Services Booking for the delivery of Goods outside the United Kingdom.
<b>Large Van</b>	means the Courier Services for delivery of large Goods up to 1000kg, 4' wide × 8' long × 5'.
<b>Local Partner Service</b>	means the service provided by a Fulfilment Partner in a medium car/saloon/sedan vehicle (or for Local Partner+ an MPV/SUV or people carrier for 5-6 people) depending on model availability.
<b>London Postal Area</b>	means the areas corresponding to the postcode areas for London, as varied from time to time by the Royal Mail.
<b>Luton Van</b>	means a Courier Services Vehicle that is box van with tail lift that carries up to 1200 KG that must be booked in advance and is strictly subject to availability on Monday to Fridays between 07:00 to 19:00 GMT only.
<b>Metered Fare</b>	means, in respect of Taxi Services, the fare for the Booking based on the metered fare rates set by Transport for London.
<b>Minor</b>	means a child of less than 13 years of age.
<b>Month</b>	means any calendar month.
<b>Motorbike</b>	means the Courier Services for delivery of small Goods up to 5kg, which fits within a standard A4 box.

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<b>National and Public Holiday</b>	means the national and public holidays in the international locations that we deliver Courier Services.
<b>Network Services</b>	means Passenger Services that are provided by a Global Fulfilment Partner.
<b>Network Service Terms</b>	means the terms and conditions pursuant to which the Global Fulfilment Partner provides the Passenger Services as set out in Annex 3 of these Terms.
<b>Out of Hours Charge</b>	means fees for Courier Services Bookings: (i) performed outside of the hours 07:00-22:00 Monday to Friday; (ii) performed outside of the hours 07:00-19:00pm Saturday; (iii) performed outside of the hours 08:00-17:00 Sunday (iv) performed other than on Business Days (Christmas and New Year Period and UK Bank Holidays).
<b>Overnight Courier</b>	means a Courier Services Booking for the delivery of Goods after 22:00 GMT for delivery of Goods on the next Business Day.
<b>Parcel Van/Car</b>	means the Courier Services for delivery of medium Goods up to 40kg, 2' wide x 3' tall x 18.
<b>Parking Fee</b>	means a fee or charge applicable for parking and / or entry to certain Collection Addresses and/or the Destination Address which will be added to the Charges in accordance with Annex 1 below.
<b>Passenger(s)</b>	means you and / or any other person on whose behalf a Passenger Services Booking is made (each Passenger, in each case, is deemed to have accepted the Terms when making use of the Passenger Services).
<b>Passenger Services</b>	means the transportation of at least one Passenger (together with any applicable luggage), Cycle Select+ or Pet Select+ by a Vehicle from the Collection Address to the Destination Address and shall include Network Services and Taxi Services.
<b>PayPal Payment</b>	means a payment for a Booking using the PayPal online financial service that allows you to pay for items using a secure internet account.
<b>Pet Select+</b>	means a Booking for at least one Passenger the carriage of domestic animals in a Passenger Vehicle.
<b>Phone</b>	means Addison Lee's, a Group Member's or a third- party distribution channel's contact centre through which Bookings can be made.
<b>Photo</b>	means an image, recorded by a camera or other electronic device.
<b>Priority Courier Services</b>	means a courier service under which the Courier Booking is accorded priority handling over Standard Courier Bookings, which may include expedited allocation and scheduling.
<b>Priority Motorbike/Parcel Van/Car/Small Van/Large Van</b>	means the respective Courier Services Booking for a single item/delivery.
<b>Profile</b>	means the personal user profile created for use of the Services in accordance with section 1 of these Terms.
<b>Prohibited Goods</b>	means as defined in section 5.6 of these Terms.
<b>Promotion</b>	means a competition, discount or other promotional activity made available to applicable Customers by Addison Lee.

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<b>Pushbike</b>	means the Courier Services for delivery of small Goods up to 3Kg. Pushbike delivery carries a standard A4 envelope. A Courier Services Booking for delivery using a Pushbike must start and end in one of these postcodes: EC, W1, W2, SW1, NW1, NW8, WC1 and/or WC2.
<b>Pre-Booked</b>	means a Passenger Services Booking at a specified date, place and time.
<b>Restricted Street</b>	means any Collection Address or Destination Address which is subject to any parking law or regulation prohibiting any Vehicle or Courier Services Vehicle from entering, waiting and/or parking.
<b>Return Journey</b>	means Passenger Services in which a Driver picks up a Passenger from a Collection Address and drops a Passenger at a Destination Address which may or may not be the same as the Collection Address, via any other stops specified by the Passenger.
<b>Same Day Collection</b>	means the collection of the Goods by the Courier Services Driver on the same day as the Courier Services Booking was generated provided that such Booking was generated prior to 22:00 GMT.
<b>Same Day Delivery</b>	means the delivery of Goods by the Courier Services Driver to the Destination Address on the same day as the Goods were collected from the Collection Address.
<b>Services</b>	means the Passenger Services and Courier Services provided either by Addison Lee or through a Group Member, Fulfilment Partner, Driver and/or Aggregator as set out in these Terms.
<b>Select Service</b>	means a service delivered by Addison Lee, Group Member or a Fulfilment Partner, which includes a professional Driver and a medium saloon Vehicle (or people carrier/MPV for Select+ for 5-6 people) depending on model availability.
<b>Small Van</b>	means the Courier Services for delivery of large Goods up to 700kg, 4' wide x 5' long x 3' with a sliding door.
<b>Site</b>	means the website at <a href="http://www.addisonlee.com">www.addisonlee.com</a> or such other website from time to time through which Bookings can be made.
<b>Standard Courier Services</b>	means a courier service under which the consignment is a Same Day Collection or Same Day Delivery.
<b>Strike</b>	means any rail or tube strike which is announced and causes disruption to the transport network.
<b>Strike Charge</b>	means an automatic £5.00 charge for all journeys taking place during a Strike or during a period of 12 hours thereafter. This applies to all Passenger Services except Taxi Services.
<b>Taxi</b>	means a hackney carriage, also called a black cab or black taxi, regulated and licensed by Transport for London.
<b>Taxi Booking</b>	means any booking made by you for Taxi Services, for which the Taxi Services Terms shall apply.
<b>Taxi Charges</b>	means the fees and charges payable by you for Taxi Services, as set out in appendix 1 to Annex 4.
<b>Taxi Driver</b>	means any person who is self-employed and contracted to Addison Lee, CCL or any Addison Lee Group Member (as opposed to being an employee of Addison Lee, CCL, or any Addison Lee Group Member) who drives a Taxi.)
<b>Taxi Services</b>	means the provision of booking Taxi services to be provided by Addison Lee, CCL or an Addison Lee Group Member, as the case may be.

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<b>Taxi Services Terms</b>	shall be as set out in Annex 4.
<b>Teenager</b>	means children aged between 13 and 16.
<b>Terms or Agreement</b>	means these terms and conditions as defined above.
<b>UK Bank Holidays</b>	means any bank holidays observed in England and Wales and/or Scotland.
<b>UK Fulfilment Partner</b>	means a carefully selected third party private hire or licensed taxi company to whom Addison Lee or a Group Member subcontract the Passenger Services.
<b>Visa Checkout</b>	means a payment for a Booking using the online financial service, operated by Visa, that allows you to pay for items using a secure internet account.
<b>Vehicle</b>	means a vehicle used for the carriage of Passengers.
<b>Waiting Time Fee</b>	means a fee chargeable when a Driver or Fulfilment Partner (as applicable) is required to wait for Passengers above the standard inclusive time, which will be added to the Charges in accordance with section 2 of these Terms or in the case of a Courier Services Booking as set out in the Additional Charges in Annex 2 of these Terms.

## 1. THE SERVICES

- 1.1 In order to use the Services, you must create and maintain an active personal user profile ("**Profile**"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if applicable and if different than 18), to set up a Profile.
- 1.2 Profile registration requires for you to submit certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by us. If you wish to make a Card payment, you will provide us with, and we shall store, the long number of your Card together with the Card expiry date, for each Card you upload to your Profile. You are responsible for all activity that occurs using your Profile, and you agree to maintain the security and secrecy of your Profile username and password at all times. You may only create one Profile unless otherwise agreed by us.
- 1.3 Upon successful creation of a Profile, you may make Bookings for Passenger Services and/or Courier Services using the Booking Channels.
- 1.4 A Booking may be for Courier Services, an ASAP Booking, an As Directed Booking, or may be Pre-Booked.
- 1.5 You can make a Cycle Select+, Pet Select+ Booking or a Booking for an accessible vehicle (for wheelchair users) via the Booking Channels from time to time in the locations available. The Charges shall be as quoted at the time of making the Booking. Where a wheelchair-accessible vehicle is requested, Addison Lee will provide a Taxi where one is available, in which case the Taxi Services Terms shall apply to that Booking.
- 1.6 A Booking constitutes an offer by you to purchase Services in accordance with these Terms. A Booking shall only be deemed to be accepted by us when we issue written confirmation of the Booking via text message, email or push notification from the App or on commencement of the Booking (whichever is the earlier), at which point and on which date and time a contract for the of those services to which the Booking relates shall come into existence. The Passenger, in each case, is deemed to have accepted the Terms when making use of the Passenger Services. Each Booking constitutes a Contract between Addison Lee (as principal), the Passenger and you (if the person making the Booking is different from the Passenger) ("**Contract**"). There is no obligation on us to accept a Booking and it may be declined for any reason. For the avoidance of doubt you agree to remain fully liable under these Terms for the actions or omissions of the Passenger(s) as if they were your own actions or omissions and our obligations to the Passenger will be determined by these Terms as if they were you.

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- 1.7 Any Addison Lee Group Member may subcontract all or any part of the Services to any Drivers, any Group Member, any UK Fulfilment Partner and/or any Aggregator provided that the acts or omissions of these subcontractors, excluding any negligent acts or omissions, shall, as between Addison Lee and the Customer be deemed to be the acts or omissions of Addison Lee for the purposes of these Terms.
- 1.8 You acknowledge that Network Services will be provided by Global Fulfilment Partner(s) in locations where Addison Lee does not have Drivers available. Where a Booking uses a Global Fulfilment Partner, each Contract for Services is between you and the Global Fulfilment Partner. As such, we are the disclosed agent for each Global Fulfilment Partner for the purpose of arranging and agreeing Bookings between you and the Global Fulfilment Partner. Each Global Fulfilment Partner is responsible in each and every case, for the performance of the Services under a Contract. Addison Lee shall check that each Global Fulfilment Partner maintains motor liability insurance, regulatory and all other compliance obligations required by law and for good practice in the location in which the Global Fulfilment Partner provides Passenger Services.
- 1.9 Where a Booking uses a Global Fulfilment Partner, the Global Fulfilment Partner (not us) is legally responsible for performing the Booking. We are responsible for providing you with customer service assistance and will at all times act as the point of contact for you for customer service questions.
- 1.10 Annex 5 shall apply to any Global Aggregator Booking made pursuant to this Agreement.
- 1.11 You acknowledge that where Taxi Services are being provided, the Taxi Services Terms at Annex 4 shall apply. A Taxi Booking constitutes an offer by you to purchase Taxi Services in accordance with the Taxi Services Terms. Acceptance by Addison Lee, on behalf of CCL or an Addison Lee Group Member, of the Taxi Booking creates a Contract between the Taxi Driver, as principal, and the Customer on the Taxi Service Terms. For the avoidance of doubt, Addison Lee shall accept bookings on behalf of CCL (or such other Addison Lee Group Member as the case may be) acts as agent on behalf of the Taxi Driver (including, without limitation, in relation to receiving and accepting Taxi Bookings and collection of Taxi Charges as set out in the Taxi Services Terms) and neither Addison Lee, CCL nor any other Addison Lee Group Member shall be liable for the Taxi Services.
- 1.12 To the maximum extent permitted by law, we remain responsible solely for our obligations to you, as set out in these Terms, to the exclusion of all other Terms.
- 1.13 Where your journey is fulfilled by a Driver licensed by Transport for London, Addison Lee will contact you again via text message, email or push notification from the App, before the start of your journey, to confirm the Vehicle licence plate number, the driver's contact details, the driver's private hire Vehicle licence number and where a Passenger can receive it, a photo of the driver. Where you make a Booking for Services that is not fulfilled by a driver licensed by Transport for London, Addison Lee may, upon request, provide you with the name, contact details and/or Vehicle licence plate number of the relevant Driver who will be fulfilling the Booking.
- 1.14 Addison Lee reserves the right on no notice to you to amend the Services if necessary to comply with any applicable law, statute, regulation, statutory instrument, directive and all other legislation or if the amendment will not materially affect the nature or quality of the Services.
- 1.15 Addison Lee shall use reasonable endeavours to provide a Vehicle of the type specified by you (and in the event that such a Vehicle is not available, a reasonable alternative Vehicle) within any time for so doing given by Addison Lee.
- 1.16 You acknowledge and agree that Passenger Vehicles used for Executive Services shall not display any external licensing plates or advertisement branding on any part of the vehicle.
- 1.17 You are liable for any and all payment of Charges and Additional Charges for a Booking for all Services booked pursuant to these Terms and you must pay the Charges and Additional Charges for each Booking in full and without set-off.
- 1.18 Addison Lee reserves the right to amend the Charges and the Additional Charges including after a Booking is made and including without limitation to reflect changes in law, statute, regulation, taxation, statutory instrument and directives.

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- 1.19 You may elect the method of payment for a Passenger Services (other than Taxi Bookings) and/or Courier Services Booking, made using the Site or App, from one of the following options; (i) Card Payment, or (ii) cash (not available for Courier Bookings); or (iii) PayPal Payment and/or (iv) Visa Checkout.
  - 1.20 For a Taxi Booking, payment must be made at the time of making the Taxi Booking, using one of the payment options which will be made available to you via the relevant Booking Channel.
  - 1.21 Where you make a Card Payment for a Booking, subject to section 1.20 below, we will process payment as follows: (i) in respect of the Charges prior to the Booking commencing and (ii) in respect of the Additional Charges after the Booking has completed, in each case using the Card used to make the Card Payment for the Charges relating to the Booking. In respect of Additional Charges, your Card will be debited a second time and will be identified on your Card statement as "Addison Lee Extras".
  - 1.22 If you have made a Passenger Services Booking (other than a Taxi Booking) and elected to make payment by cash, where this is an available option, the Driver or Fulfilment Partner (as applicable) will in his/her sole discretion collect the (i) Charges prior to the Booking commencing, or upon completion of the Booking and (ii) Additional Charges upon completion of the Passenger Services and/or Courier Services Booking.
  - 1.23 Where you make a Card Payment for a Passenger Services and/or Courier Services Booking and your Card Payment is declined by the Card-issuer or on its behalf, you agree that Addison Lee or a Group Member reserves the right, including on behalf of a Taxi Driver, or Fulfilment Partner (where applicable), to use and take payment for Charges and/or Additional Charges from any other payment Card registered in your Profile in your sole name, where available.
  - 1.24 In the event of that we are unable to collect payment for the Passenger Services and/or Courier Services Bookings, we shall be entitled to charge, and you shall be liable to pay interest at a rate of 8% per annum on any amount outstanding until payment is made, both before and after any judgment.
  - 1.25 The Charges and the Additional Charges are inclusive of applicable taxes including VAT unless specifically stated otherwise and may be updated from time to time.

## **2. PASSENGER SERVICE CHARGES**

- 2.1 On providing your Collection Address, Destination Address and selecting the Vehicle, you will receive a quotation showing the amount of the Charges for the requested journey.
- 2.2 The Charges are based on our chosen route between your Collection Address and Destination Address (via any other pick-up or drop-off points you specify at the time of making the Booking).
- 2.3 We may permit changes to a Booking by a Passenger on whose behalf the Booking was made, and you acknowledge that you are liable for all Charges and Additional Charges for the Booking as changed. If a Booking change or changes results in a full or partial refund to you, we will credit the Card used to make the Booking.
- 2.4 In relation to Passenger Services Additional Charges shall be payable if:
  - (a) you change the Collection Address and / or Destination Address or Vehicle type;
  - (b) you ask the Driver or Fulfilment Partner (as applicable), and the Driver or Fulfilment Partner (as applicable) agrees, to make any additional pick-ups or drop-offs;
  - (c) you require the Driver or Fulfilment Partner (as applicable) to take any variation of or follow a different route from our chosen route;
  - (d) you require the Vehicle to carry more passengers than indicated when making the Booking;
  - (e) you require the Driver or Fulfilment Partner (as applicable) to wait between the stops of a Return Journey;
  - (f) you or any other Passenger, domestic animal or Bicycle soil, contaminate or damage a Vehicle, in which case a cleaning fee up to a maximum of £180 shall be charged;
  - (g) tolls or road related charges are payable in relation to your Booking;
  - (h) you make an Airport Booking. For the avoidance of doubt an Airport Meet and Greet Fee is payable for each and every Airport Booking.
  - (i) a Parking Fee, Waiting Time Fee, Drop Off Fee and/or Cancellation Fee may be applicable to your Booking. The Parking Fee, Waiting Time Fee, Drop Off Fee and/or Cancellation Fee; and/or

(j) you do not specify that the Vehicle is to carry a bicycle or pet when making the Booking, and the Driver subsequently agrees to carry such bicycle or pet.

2.5 **General Waiting Time.** Other than in relation to Airport Assured Service and Airport Bookings where the waiting time shall be as set out in sections 2.6, 2.8 and 2.8 below, each Customer shall have 5 minutes inclusive waiting time ("**Inclusive Waiting Time**") for Passenger Services including in respect of each Passenger Services Booking performed by a Fulfilment Partner.

2.6 **Airport Executive Service, Airport + Service and Airport Select Service Waiting Time.** In relation to Airport Executive Service Bookings, Airport + Service Bookings and Airport Select Bookings where the Collection Address is an airport, each Customer shall have 60 minutes Inclusive Waiting Time beginning at the booked pick-up time. Waiting time shall be charged from the 61st minute onwards. In relation to Airport Executive Service Bookings, Airport + Service Bookings and Airport Select Bookings where the Collection Address is not an airport, the Customer shall have 15 minutes Inclusive Waiting Time beginning at the booked pick-up time. Waiting Time shall be charged from the 16th minute onwards.

2.7 **Standard Airport Waiting Time.** In relation to other Airport Bookings, you can select the Driver or UK Fulfilment Partner arrival time by entering your flight number at the time of the Booking. **Airport Waiting Time.** Other than in relation to the Airport Assured Service, where the Inclusive Waiting Time is set out in section 2.6, you may be entitled to the following airport inclusive waiting time ("**Airport Inclusive Waiting Time**") applicable to all other Passenger Services taken:

<b>Airport Inclusive Waiting Time</b>	<b>Passenger Service</b>
15 minutes for domestic flights and 30 minutes for international flights.	Select, Executive and First and Fulfilment Partner where the Fulfilment Partner is supplying a Local Partner service

**For example, and for illustrative purposes only:**

You are due to land at London Gatwick on an inbound international flight at 06.30 and you specify a collection time of 07.00. Your Booking includes, a grace period, Airport Waiting Time until 07.30. If your journey commences at 07.45, you will be charged 15 minutes' waiting time in accordance with the Waiting Time Fees.

2.8 In the event that you exceed the Inclusive Waiting Time and/or Airport Inclusive Waiting Time (as applicable), you shall pay for any additional waiting time thereafter, in addition to the Charges for the Booking. In relation to the Inclusive Waiting Time, you will be liable to pay a Waiting Time Fee from the 6th minute onwards. In relation to Airport inclusive Time, you will liable to pay a Waiting Time Fee from the 16th minute for domestic flights and/or from the 31st minute for international flights.

2.9 Any waiting time in excess of the Inclusive Waiting Time and/or Airport Inclusive Waiting Time (as applicable) will be charged per hour, and payable in 1 minute increments, applicable to the Passenger Services taken, ("**Additional Waiting Time**") as follows.

- (a) Select Service waiting time and Fulfilment Partner waiting time where the Fulfilment Partner is supplying a Local Partner car service: £34.50 per hour;
- (b) Executive Service waiting time and Fulfilment Partner waiting time where the Fulfilment Partner is supplying an Executive car service: £36.00 per hour;
- (c) First Service waiting time and Fulfilment Partner waiting time where the Fulfilment Partner is supplying a First car service: £45.00 per hour; and
- (d) Airport Assured Service waiting time and Fulfilment Partner waiting time where the Fulfilment Partner is supplying an Airport Assured Service: £37.50 per hour.

2.10 Where you book a wait and return journey, there is no Inclusive Waiting Time between stops and Additional Waiting Time shall be payable at the rates set out in section 2.9(a)-2.9(c) inclusive (as applicable), in respect of waiting time accumulated between the stops.

2.10 Drivers and/or Fulfilment Partners (as applicable) are unable to allow more than two minutes embarkation or disembarkation time in a Restricted Street. Where additional time is required, the Driver shall use best efforts to find a nearby convenient location for you or your Passengers to embark into the Vehicle and a Waiting Time Fee will be payable by you.

### 3. PASSENGER SERVICES SPECIFIC TERMS

3.1 **Airport Bookings.** When making an Airport Booking you must provide the flight number. We use it to track your arrival time to calculate (i) Airport Inclusive Waiting Time; and (ii) Additional Waiting Time.

3.2 **Minors and Teenagers.** We will not allow unaccompanied Minors to travel alone in a Vehicle. We will notify the Minor's parent or guardian and/or relevant regulatory authority, in the event that we suspect a Minor is travelling unaccompanied and shall advise that the Booking cannot be completed without the Minor being accompanied. In exceptional circumstances and subject to the parent/guardian's consent, we may allow Teenagers to travel unaccompanied, provided that when making a Booking for any unaccompanied Teenager, you inform us that an unaccompanied Teenager will be travelling. Where a Booking is accepted for an unaccompanied Teenager, we will not deviate from the Destination Address except in an emergency. We may, at our discretion, decline to accept such Booking and we shall not be liable to you or be deemed to be in breach of these Terms if we decline to accept such Booking. We do not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Vehicle.

#### 3.3 Cycle-Select and Pet-Select+.

3.3.1 You must inform us when making a Booking if you or any Passenger wishes the Vehicle to transport a bicycle or domestic animals. Guide dogs are not subject to this condition and may be carried without notifying us when making a Passenger Services Booking.

3.3.2 **Cycle-Select.** Each Cycle-Select Booking must be for a maximum of one bicycle and is subject to availability of an appropriately-sized and -configured Vehicle. To the maximum extent permitted by law, none of the Driver, or Fulfilment Partner (as applicable), or Addison Lee or each Addison Lee Group Member accepts any liability for any damage caused to a bicycle when loading, in transit or unloading a bicycle into a Passenger Vehicle. You are fully responsible for and accept full liability for any damage caused (including damage in transit).

3.3.3 **Pet-Select+.** A Passenger must be present in the Vehicle with the pet throughout the Booking journey. Each pet to be transported must be in an appropriate locked box or cage, or otherwise appropriately restrained. We will only accept a Passenger Services Booking for a domestic animal, such as a dog, cat or bird. You must not use the Pet-Select+ and/or any other Passenger Services for the carriage of livestock. Addison Lee and/or each Addison Lee Group Member, does not accept any liability for any damage to your pet during loading or unloading or throughout the provision of the Passenger Services.

3.3.4 Performance of a Cycle-Select Booking and a Pet-Select+ Booking are at Addison Lee, an Addison Lee Group Member, the Driver, or Fulfilment Partner's discretion. In the event Addison Lee, Addison Lee Group Member, the Driver, or Fulfilment Partner declines a Cycle Booking and/or Pet-Select+ Booking you should contact the customer relations team directly at [customer.relations@addisonlee.com](mailto:customer.relations@addisonlee.com) or on 0207 387 8888.

3.3.5 The Charges for a Pet-Select+ and/or Cycle-Select Bookings may be higher than other Bookings for other Passenger Services and will be communicated to you at the time you make the Passenger Services Booking. If you do not tell us beforehand that the Booking is for Cycle-Select and/or Pet-Select+ Passenger Services Booking then one of the following outcomes and the associated cost shall apply:

<b>Outcome:</b>	<b>You will pay:</b>
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We, the Driver and /or Fulfilment Partner (as applicable) may cancel the Booking.	the Cancellation Fee.
We, the Driver and /or Fulfilment Partner (as applicable) may agree to carry the bicycle or pet anyway (provided that the Vehicle is capable of, and is equipped to, transport the bicycle or domestic animal).	the Charges plus any applicable Additional Charges for carriage of the bicycle or domestic animal.
We, the Driver and /or Fulfilment Partner (as applicable) may refuse to transport the bicycle or domestic animal and where you agree transport you and any Passengers only.	the Charges.
We, the Driver and /or Fulfilment Partner (as applicable) may refuse to transport the bicycle or domestic animal and offer to make arrangements for another Vehicle to transport you and the bicycle or domestic animal.	The Cancellation Fee in respect of the first Booking, and the Charges (and any applicable Additional Charges) in respect of the Cycle-Select and/or Pet-Select Passenger Services Booking.

- 3.4 Postponing Pre-Booked Bookings In-App Snooze Function.** If your Booking is Pre-Booked and you have booked the journey using our App, you may use the App's snooze function in locations where available, to postpone the arrival of your Driver for 15, 30, 45 or 60 minutes. The snooze function is not available for Airport Bookings, or where a Driver has been allocated to your journey as indicated in the App or by SMS. Using the snooze function does not give you any additional rights to cancel your Booking. We will not be responsible if the snooze function is not available.
- 3.5 Passenger Property.** If you or any Passenger leaves any property in a Vehicle, we will not be responsible for such property. Where a Driver finds such property, we will use reasonable efforts to store the property for three Months and you can contact us by sending an email to [Lostproperty@addisonlee.com](mailto:Lostproperty@addisonlee.com) with your booking number or journey information to have the property returned for which a charge may apply. After three Months, we may return, sell, destroy or otherwise dispose of the property and we shall not be accountable to you for it.
- 3.6 Passenger conduct.**
- 3.6.1** During the provision of any Passenger Services, you and all your Passengers must:
- (a) not smoke, including electronic cigarettes;
  - (b) not play any musical instrument or broadcast any recorded music;
  - (c) not consume alcohol nor be intoxicated;
  - (d) wear a seatbelt at all times whilst in the Vehicle;
  - (e) not engage in excessive physical contact;
  - (f) not behave in a disorderly, inappropriate, threatening or abusive manner, or be a nuisance, distraction or a danger to the Driver or other road users;
  - (g) unload and load your own luggage (including any bicycle or pet). Drivers may assist at their discretion and at your sole risk; and/or
  - (h) not film or record inside the Vehicle at any time.
- 3.6.2** If you and any of your Passengers do not comply with the above conditions, the Driver may refuse to commence or continue your Booking, and you shall be charged a Cancellation Fee.
- 3.6.3** Drivers and/or Fulfilment Partners (as applicable) may, at their discretion, assist you or your Passengers needing assistance to enter or exit the Vehicle, but shall do so at your sole risk.

#### 4. PASSENGER SERVICES CANCELLATIONS

4.1 You may cancel a Passenger Services Booking for the provision of Passenger Services in the United Kingdom without charge in the following circumstances:

Booking type	Vehicle Type	Allocation	Cancellation	Cancellation charges
ASAP	All vehicle types	A Driver, or Fulfilment Partner (as applicable) has not been allocated to the Passenger Services Booking	Cancellation before allocation	No charge
ASAP	All vehicle types	A Driver, or Fulfilment Partner (as applicable) has been allocated to the Passenger Services Booking.	Cancellation from allocation until 10 minutes after the quoted ETA	Up to 100% of the Charges and Additional Charges Subject to minimum charge of: £14.95 for Select £21.95 for Select+
			Driver arrives more than 10 minutes after the quoted ETA	No charge

Pre-Booked	All vehicle types save for as otherwise set out herein	A Driver, or Fulfilment Partner (as applicable) may or may not have been allocated to the Passenger Services Booking.	Cancellation more than 60 minutes before the scheduled pick-up time or Driver arrives more than 10 minutes after the scheduled pick-up time	No charge
			Cancellation 60 minutes or less before the scheduled pick-up time or Drivers arrives 10 minutes or less after the scheduled pick-up time	Up to 100% of the Charges and Additional Charges Subject to minimum charge of: £20.00 for Select £25.00 for Select+
Pre-Booked	First / As Directed	A Driver, or Fulfilment Partner (as applicable) may or may not have been allocated to the Passenger Services Booking.	Cancellation more than 4 hours before the scheduled pick-up time or Driver arrives more than 10 minutes after the scheduled pick-up time	No charge
			Cancellation 4 hours or less before the scheduled pick-up time or Driver arrives 10 minutes or less after the scheduled pick-up time	Up to 100% of the Charges and Additional Charges
Pre-Booked	Airport Executive	An Airport Executive Service in the UK has been booked, if the cancellation is made prior to booked pick-up time.	Cancellation more than 12 hours before the scheduled pick-up time or Driver arrives more than 10 minutes after the scheduled pick-up time	No charge
			Cancellation 12 hours or less before the scheduled pick-up time or Driver arrives 10 minutes or less after the scheduled pick-up time	Up to 100% of the Charges and Additional Charges
Pre-Booked	Airport Assured +/- Airport Select	An Airport + Service or Airport Select Service in the UK has been booked, if the cancellation is made prior to booked pick-up time.	Cancellation more than 2 hours before the scheduled pick-up time or Driver arrives more than 10 minutes after the scheduled pick-up time	No charge
			Cancellation 2 hours or less before the scheduled pick-up time or Driver arrives 10 minutes or less after the scheduled pick-up time	Up to 100% of the Charges and Additional Charges

- 4.2 You acknowledge that if you change the Collection Address after the Driver or Fulfilment Partner (as applicable) has been allocated, such Booking will be cancelled, and a new Booking will be made for the new Collection Address. You may therefore be liable for a Cancellation Fee and/or refund depending on the timing of the cancellation. Refunds are credited in accordance with section 2.3 above.
- 4.3 Where you or your Passengers do not appear for the Passenger Services Booking, a Cancellation Fee shall be charged.
- 4.4 Once a Vehicle has been allocated, subject to the location of the Collection Address, proximity of the allocated Vehicle to the Collection Address and available Vehicle at the time of the cancellation request, the cancellation fee shall be up to a maximum total of 100% of the quoted booking charge. For Taxi Bookings, the cancellation fee shall be up to a maximum total of 100% of the Metered Fare plus any additional charges such as Waiting

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Time Fee and Parking Fee and in respect of airport Taxi Bookings, an additional cancellation fee of £20.00 shall be payable.

## 5. COURIER SERVICES SPECIFIC TERMS

- 5.1 We shall use reasonable endeavours to deliver all Goods consigned for delivery to the Destination Address identified in your Courier Services Booking. Any receipt obtained by us in respect of delivery of Goods shall be conclusive as to time, date and place of delivery.
- 5.2 During the Christmas and New Year Period, UK Bank Holidays and National and Public Holidays, the timescales for processing Courier Services Bookings and delivery of Goods to Designation Address will be adjusted to the next working day following the Christmas and New Year Period, UK Bank Holiday and National and Public Holidays.
- 5.3 You warrant to us that all Goods consigned for delivery are adequately packed and labelled with the Destination Address and identity of the party to whom they are to be delivered as well as your return address if this is different to the Collection Address.
- 5.4 A Driver may decline to accept or proceed with a Courier Services Booking where he reasonably believes that, unless this is communicated at the time of the Courier Services Booking, Goods weigh more than 20Kg, and are of a shape or dimensions that is likely to make lifting or loading difficult, or are otherwise not within the dimensions and weight requirements for the relevant Courier Services Booking.
- 5.5 You should not assist a Driver to lift or load the Goods and we are not, and you shall remain, liable for any injury or damage caused to you, the Goods or any other property or person by reason of the same even where the Driver invites or agrees to such assistance.
- 5.6 You shall not consign for delivery and we shall not be required to undertake delivery of the following:
- (a) any Goods which are radioactive, toxic, flammable, explosive, noxious or otherwise of an inherently dangerous nature;
  - (b) any Goods that have an intrinsic value of over £1,000 unless that value has been notified to us, in writing at the time of Booking the Courier Services and we have agreed to undertake delivery thereof in writing and subject to you having arranged insurance for carriage thereof;
  - (c) any Goods, the possession of which is illegal or which it is illegal to export under the laws of England and Wales or the laws of any country to or through which delivery is to be made;
  - (d) any Goods of a perishable nature that may deteriorate in transit unless agreed otherwise in writing by or on our behalf/on behalf of the Driver;
  - (e) any Goods that are fragile and/or that are likely to be damaged in transit unless the precise nature of the Goods has been notified to us in writing at the time of making the Booking and we have agreed to undertake delivery thereof in writing and subject to you having arranged insurance for carriage thereof;  
or
  - (f) any bullion, precious metals, cash (coins or banknotes) precious stones, jewellery, antiques, works of art, livestock, animals, glass or part-glass items, marble, ceramics, security safes, pianos, house removals or perishable foodstuffs unless the precise nature of the Goods been notified to us, in writing at the time of making the Courier Services Booking and we have agreed to undertake delivery thereof in writing and subject to you having arranged insurance for carriage thereof (jointly and severally "**Prohibited Goods**").
- 5.7 Should you consign Prohibited Goods for delivery as identified above we shall be entitled to return, destroy or otherwise dispose of such Prohibited Goods as we shall, in our absolute discretion, see fit and we shall have no liability to you whatsoever in respect of such Prohibited Goods howsoever arising. You agree to indemnify us in respect of all resulting costs, expenses and losses incurred by us as result of your consigning for delivery Prohibited Goods.

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- 5.8 We shall have absolute discretion in respect of any Goods consigned for delivery as to the means of delivery, route and method of delivery, handling, storage and transportation thereof unless agreed otherwise in writing.
- 5.9 Delivery shall be complete when the Goods are delivered at the threshold on the ground floor of the Destination Address.
- 5.10 Subject to section 5.20 below, we do not insure any Goods consigned for delivery. It is therefore your responsibility to ensure that all Goods are appropriately insured. Addison Lee and each Addison Lee Group Member shall not accept liability for any loss or damage to any Goods, except as expressly set out in these Terms.
- 5.11 Each delivery of Goods shall be accompanied by a delivery note which shows the date of the delivery and any other relevant information. Upon delivery of the Goods, you and/or the recipient of the Goods at the Destination Address, having had a reasonable opportunity to inspect the Goods, shall sign the delivery note as confirmation that the Goods have been delivered and that no damage has been caused to the Goods in transit. If you believe that the Goods have been damaged, you must inform us without delay accompanied by a physical or electronic delivery note.
- 5.12 All Goods shall be ready for collection at the time stipulated by you on the Courier Services Booking, when the Courier Services Booking is made.
- 5.13 Where neither the Collection Address nor Destination Address is a Restricted Street, we will allow an aggregate of 10 minutes for loading and unloading, based on: (i) the later of the arrival of the Courier Services Vehicle at the Collection Address; or the booked time selected for collection of the Goods; and (ii) the arrival time at the Destination Address.
- 5.14 Where all Goods are not loaded at the Collection Address and unloaded at the Destination Address within the aggregate of 10 minutes as set out in this section 5.14, we reserve the right to charge a Waiting Time Fee, which will, for the avoidance of doubt, commence after the expiry of the abovementioned aggregate of 10 minutes.
- 5.15 For Goods transported by a Parcel Van/Car, Small Van, Large Van or Luton Van, each Customer shall have 10 minutes inclusive waiting time for each Courier Services Booking and thereafter waiting time shall be charged from the 11th minute onwards. For Goods transported by a Motorbike or Pushbike, each Customer shall have 5 minutes inclusive waiting time for each Courier Services Booking and thereafter waiting time shall be charged from the 6th minute onwards. Any waiting time in excess of the Courier Services inclusive waiting times will be charged per hour, and payable in 5 minutes increments/portion thereof for the applicable Courier Services taken in accordance with the Waiting Time Fees set out in Annex 2 of these Terms.
- 5.16 We shall not be responsible to pay any duty, tax or levy due or payable in delivering the Goods save where we have explicitly agreed this in writing at the time of accepting the Courier Services Booking.
- 5.17 Where we have paid any duty, tax or levy arising in delivering the Goods you agree and shall promptly reimburse these payments to Addison Lee in addition to the Charges and Additional Charges for the Courier Services.
- 5.18 Overnight Courier Bookings and International Bookings may be made by email or by using the Communication Channels. Overnight Courier and International Bookings are fulfilled by one or more carefully selected third-party fulfilment companies. Such third-party's terms of service shall govern the provision by us to you of Overnight Courier and International Bookings. You shall pay for Overnight Courier and International Bookings in Pound Sterling (GBP) using a Card in accordance with these Terms.
- 5.19 The Charges payable for Overnight Courier Bookings and International Bookings shall be as quoted at the time of Booking. The Charges payable are based on the weight and the dimensions (width, depth and length) of the Goods. The dimensions of the Goods shall be divided by 5000 to give the volumetric weight. The customer shall be charged the greater of the volumetric weight or the actual weight of the Goods.
- 5.20 The customer shall notify us at the time of Booking if it wishes to purchase additional goods in transit insurance. Such insurance shall be provided by the Fulfilment Partner that performs the Booking and not by us.

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- 5.21 Each Luton Van Booking must be made in advance and is subject to limited Courier Services Vehicle availability. ASAP Booking is not available for Luton Van Bookings.
- 5.22 You may select to book Standard Courier Services, Direct Courier Services or Priority Courier Services.
- 5.23 We reserve the right to take a Photo of the Goods on delivery at the Destination Address. Photos will be used by Addison Lee from time to time including as evidence of completion of the Courier Services. We will use reasonable endeavours not to include identifiable images of any persons or details of the Destination Address in the Photo, and you agree to assist with this so far as is possible.

## **6. COURIER SERVICE CANCELLATION**

- 6.1 You may cancel a Courier Services Booking without charge, if a Courier Services Driver has not been allocated to the Courier Services Booking at the time of cancellation.
- 6.2 Subject to section 7 below, you acknowledge that if you change the Collection Address after the Courier Service Vehicle has been allocated to the Courier Services Booking such Booking will be cancelled. You will therefore be liable for a Cancellation Fee resulting therefrom. A new Courier Services Booking will be made for the new Collection Address.
- 6.3 Where the Goods are not ready for consignment at the Collection Address at the scheduled time of collection you shall pay 100% of the Booking.
- 6.4 Once a Courier Services Vehicle has been allocated, subject to the location of the Collection Address, proximity of the Courier Services Vehicle to the Collection Address and available Courier Services Vehicle at the time of the cancellation request, the cancellation fee shall be up to a maximum total of 100% of the quoted booking charge excluding any additional charges such as Waiting Time Fee and Parking Fee.

## **7. COURIER SERVICE CHARGES**

- 7.1 On providing your Collection Address, Destination Address and selecting the Courier Services Vehicle, you will receive a quotation showing the amount of the Charges for the requested delivery.
- 7.2 Charges for the Courier Services Booking shall not include negotiating stairs at either the Collection Address or the Destination Address.
- 7.3 The following Additional Charges are payable in respect of Large Van Courier Services Bookings only:
- (a) for a Courier Services Booking performed outside the hours of 07:00 to 20:00 GMT Monday to Friday;
  - (b) for a Courier Services Booking performed outside the hours of 07:00 to 18:00 GMT on a Saturday;
  - (c) for a Courier Services Booking performed outside the hours of 08:00 to 17:00 GMT on a Sunday;
  - (d) for a Courier Services Booking performed other than on Business Days (for example Christmas and New Year Period and UK and National Bank Holidays);
  - (e) for the delivery of Goods that have a dimension exceeding 3ft h x 4ft w x 5ft;
  - (f) for a change to the Collection Address and / or the Destination Address or Courier Services Vehicle type;
  - (b) if you require the Driver to wait at or between the Collection Address and/or Destination Address of the Goods;
  - (c) if the Goods contaminate or damage a Courier Services Vehicle, in which case a cleaning fee shall be charged;
  - (d) if the Driver is required to negotiate stairs at either the Collection Address or the Destination Address;
  - (e) for remote areas outside of the standard rates for International and Overnight Courier Services. The standard rates for Overnight Courier and International Courier Services are set out at Annex 2 of these Terms;
  - (f) for tolls or road related charges; and/or
  - (g) for Parking Fee(s), and Waiting Time Fee(s), and Out of Hours Charge and/or Cancellation Fee.
- 7.4 We only provide certain Courier Services Vehicles and Luton Vans outside of Business Hours. You will be liable to pay an Out of Hours Charge in addition to the cost of transporting your Goods in such Courier Services Vehicles and/or Luton Vans.

7.5 Luton Van Courier Services Book shall be charged by the full hour and is inclusive of mileage (up to and including 1 hour). Any hours or part hours thereafter are charged at a rate of £57.60 per hour.

## **8. GENERAL OBLIGATIONS**

8.1 We will use reasonable efforts to ensure that we, the Taxi Driver or the Fulfilment Partner (as applicable) provides a Vehicle or in the case of Courier Service, the Courier Services Driver or Fulfilment Partner (as applicable) provides a Courier Services Vehicle which is in good working order and of the type you request when making the Booking. If the particular type of Vehicle or Courier Services Vehicle (as applicable) requested is not available, a reasonable alternative Vehicle or Courier Services Vehicle will be provided. While we shall use all reasonable endeavours to provide the Passenger Services within the timeframes indicated in the Booking, time shall not be of the essence.

8.2 We shall be entitled to exercise a lien over any Goods and/ or property belonging to any Passenger until we receive full payment of any Charges and/or Additional Charges due to us.

8.3 We shall be entitled to vary the Charges and Additional Charges from time to time.

8.4 Should you wish to raise a complaint, you must do so within three months of the relevant incident. We are under no obligation to investigate complaints outside of this timeframe but may choose to do so at our sole discretion.

## **9. PROHIBITED USE OF THE BOOKING CHANNELS**

9.1 You must not use our Booking Channels to do any of the following (each of which is strictly prohibited):

- (a) restrict or inhibit any other user from using and enjoying the Booking Channels;
- (b) infringe the privacy rights, property rights, or other civil rights of any person;
- (c) harvest, data-mine or otherwise collect information about others, including email addresses, without their consent;
- (d) use technology or other means to access our computer network, unauthorised content or non-public spaces;
- (e) to use automated systems or software to extract data from our Site, our App or any platform that we operate;
- (f) introduce or attempt to introduce any viruses or any other harmful code, files or programs that interrupt or otherwise or limit the Booking Channel's functionality, or damage, disable or otherwise impair our servers or networks or attempt to do the same; or
- (g) engage in or encourage others to engage in criminal or unlawful conduct or breach these Terms including misuse of the Booking Channels for unlawful or unauthorised purposes.

9.2 You agree not to breach these Terms in any way which may result in, amongst other things, termination or suspension of your access to the Booking Channels. You agree to indemnify and defend Addison Lee and each Group Member and each of their respective directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use (or misuse) of the Booking Channels or any platform we may operate, or your breach of these Terms.

## **10. INTELLECTUAL PROPERTY**

10.1 All Intellectual Property Rights belonging to Addison Lee and/or a Group Member, including all related Intellectual Property Rights and moral rights to any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to those Intellectual Property Rights shall remain vested in Addison Lee and/or the relevant Group Member (as applicable).

10.2 All Intellectual Property Rights in or to any Addison Lee (or a Group Member) brand or trade mark shall remain vested in Addison Lee and /or each Group Member. You may not use the Addison Lee and/or any Group Member trademarks or brands for any purpose without Addison Lee's (and where applicable the Group Member's) prior written consent.

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- 10.3 All Intellectual Property Rights in or to the Booking Channels shall remain vested in Addison Lee or the relevant Group Member (as applicable).
- 10.4 Where you use the Site or App to receive the Services, Addison Lee or the relevant Group Member (as applicable) grants to you a royalty-free, non-exclusive, revocable, worldwide, non-transferable, non-sub licensable licence to use the Site and App for the sole purpose of receiving the Services.
- 10.5 All Intellectual Property Rights in or arising out of or in connection with the Booking Channels and/or the Services shall be owned by Addison Lee ("**Developments**"). You shall assign to Addison Lee, or shall procure the assignment to Addison Lee of, all such rights (whether presently existing or to be created in the future) and agrees to execute, or procure the execution of, all documents reasonably necessary to give effect to Addison Lee's title to the Intellectual Property Rights in Developments.

## 11. LIABILITY

- 11.1 Nothing in these Terms will exclude or limit any liability:
- (a) for death or personal injury caused by negligence;
  - (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
  - (c) to pay sums properly due and owing in the normal course of performance of the Services and/or these Terms.; and/or
  - (d) for any warranty implied by law and/or for any other liability which may not lawfully be excluded or limited.
- 11.2 Addison Lee and each Group Member are not liable to you whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:
- (a) loss of profit;
  - (b) loss of sales, turnover, revenue or business;
  - (c) loss of customers or contracts;
  - (d) loss of or damage to reputation or goodwill;
  - (e) loss of opportunity;
  - (f) loss of software or data;
  - (g) loss or waste of time; and/or
  - (h) indirect, consequential or special loss
- arising out of or relating to these Terms, whether or not such loss was foreseeable or if such loss was advised of its possibility (and, for the purposes of this section 11.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).
- 11.3 Addison Lee and each Group Member shall not be liable or responsible for any errors in or failure to provide the Services due to your error or failure to provide accurate and complete information.
- 11.4 Whilst we make every effort to ensure that the Booking Channels are available, we do not enter into any agreement to the effect that the Services and/or the Booking Channels will be available at all times or that the use by you of the Booking Channels will be entirely uninterrupted or error-free.
- 11.5 Except as otherwise set out in this section 11 Addison Lee's and each Group Member's total liability to you and the Passenger together, arising out of or relating to these Terms and/or any Contract and/or the Services and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited to the higher of the following:
- (a) in relation to any Services provided pursuant to a Contract for all claims arising from, or in relation to, any given event or series of connected events, the amount of the Charges payable (whether or not yet paid) by you to Addison Lee or the relevant Addison Lee Group Member for that Contract; or
  - (b) in the aggregate under these Terms: £150 (one hundred-and-fifty-pounds sterling).

## **12. YOUR INFORMATION**

- 12.1 Our privacy notice sets out how we will use your information. You can view our privacy notice by visiting <https://www.addisonlee.com/privacy-notice/>
- 12.2 If your details change, you must update your Profile, in order to continue to use the Services.
- 12.3 You can update your marketing preferences within your Profile on the Booking Channels.

## **13. MODIFICATION AND TERMINATION**

- 13.1 We may modify these Terms or terminate use of the Services, and/or the Booking Channels at any time by publishing such change on our website, [www.addisonlee.com](http://www.addisonlee.com), or any other Booking Channel that we make available at our sole discretion. If you do not agree to any changes, you must stop using the Services and the Booking Channels. We reserve the right to change, suspend, terminate, discontinue and/or cease the operation of all or part of the Services and/or one or more (or all) of the Booking Channels (including for the avoidance of doubt any aspect of the Services and/or the Booking Channels) from time to time at our sole discretion.

## **14. SEVERABILITY**

- 14.1 If any provision of these Terms is deemed or becomes invalid, the validity of the other provisions shall not be affected.

## **15. FORCE MAJEURE**

- 15.1 We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure results from a circumstance not within our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations.

## **16. CONTRACTS (RIGHTS OF THIRD PARTIES)**

- 16.1 The Contracts (Rights of Third Parties) Act 1999 is excluded from these Terms SAVE AS set out in these Terms.

## **17. GOVERNING LAW AND JURISDICTION**

- 17.1 You agree that these Terms for all purposes, shall be governed by and construed in accordance with the laws of England and Wales. You also agree to submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under these Terms.

**ANNEX 1      ADDITIONAL CHARGES - PASSENGER SERVICES**
**1.      Parking Fees**

For all Passenger Services, entry and parking charges apply to the UK airports, shopping-centre car parks and railway stations at the amounts stated below:

<b>Pick – Up</b>	<b>Rate</b>	<b>Parking Time</b>
<b>Heathrow Terminals 1, 2, 3, 4 &amp; 5</b>	£8.00	0 - 29 mins
	£12.50	30 – 44 mins
	£15.50	45 - 59 mins
	£20.00	60 - 120 mins
	£24.00	121 - 180 mins
	£28.00	181 - 240 mins
	£35.00	241 - 300 mins
<b>Gatwick North &amp; South Terminals</b>	£8.00	0 - 30 mins
	£14.00	31 - 60 mins
	£18.00	61 - 120 mins
	£21.50	121 - 180 mins
	£26.00	181 - 240 mins
	£31.50	241 – 300 mins
<b>City Airport</b>	£10.00	0 - 19 mins
	£16.90	20 - 29 mins
	£21.90	30 - 59 mins
	£29.90	60 - 119 mins
	£39.90	120 - 239 mins
	£59.90	240 - 479 mins
<b>Stansted</b>	£13.00	0 - 30 mins
	£21.00	31 - 60 mins
	£25.00	61 - 120 mins
	£38.00	121 - 240 mins
	£70.00	241 mins +
<b>Luton</b>	£11.00	0 - 30 mins
	£17.50	31 – 60 mins
	£28.50	61 - 180 mins
	£39.00	181 - 300 mins
	£61.00	301 – 540 mins
<b>Westfield Car Parks</b>	£3.00	0 - 60 mins
	£6.00 - £6.50	61 - 120 mins
	£8.50 - £10.00	120 – 360 mins
<b>St Pancras Eurostar</b>	£8.30	0 - 20 mins
	£10.40	21 - 40 mins
	£11.70	41 - 60 mins
	£18.80	61-180 mins

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	£27.00	181- 360 mins
	£35.80	361 – 720 mins
	£55.00	721 – 1440 mins

## 2. Drop-off charges

The following Drop-Off Charges apply to the locations below, for all Passenger Services:

Luton Airport	£6.00 for the first 10 minutes, then £1.20 per minute thereafter.
Stansted Airport	£10.00 for the first 15 minutes, then £28.00 thereafter.
Gatwick Airport	£10.00 for the first 10 minutes, then £1.00 for each additional minute up to 20 minutes. 30 minutes maximum length of stay and maximum charge of £25.00.
Heathrow Airport	£7.00.
London City Airport	£8.00 for the first 5 minutes, then £1.00 per minute thereafter.

## 3. Christmas and New Year Period

During the Christmas and New Year Period, the following additional charges shall be payable:

For Taxi Services, up to £30.00 for each Booking;

For all other Services, up to 100% of the quoted journey cost in respect of each Booking.

## 4. Strike Charge

During a Strike and for a period of 12 hours thereafter, Addison Lee will, without further notice to you, apply an automatic Strike Charge on all Passenger Services except Taxi Services. Any booking cancellation will be subject to the applicable cancellation fees.

## 5. Disruption Charge

During a Disruption Event and for a period of 12 hours thereafter, Addison Lee may, upon notice to you, charge an additional Disruption Charge on all Passenger Services except Taxi Services. You will be:

- (i) notified of any Disruption Charge prior to your journey taking place.
- (j) given the option to cancel the Booking within a reasonable timeframe without any applicable cancellation fees. 41 - 60 mins
- (k) 61-180 mins

**ANNEX 2      ADDITIONAL CHARGES – COURIER SERVICES**

**1. Waiting Time Fees**

The following waiting time charges apply (per hour)	
Pushbike	£34.50
Motorbike	£34.50
Parcel Van/Car	£34.50
Small Van	£34.50
Large Van	£42.66
Priority Motorbike	£34.50
Priority Parcel Van/Car	£34.50
Priority Small Van	£34.50
Priority Large Van	£42.66
Direct Motorbike	£41.40
Direct Parcel Van/Car	£41.40
Direct Small Van	£41.40
Direct Large Van	£51.18

**2. Out of Hours Charges**

Large Van	£48.00
Priority Large Van	£48.00
Direct Large Van	£48.00
Luton Van	£60.00

**3. Luton Van Charges**

Waiting time	N/a
Additional hourly rate	£57.60*
Cancelled on arrival	£65.28
Out of hours	£60.00

For example, if a Booking from W1 to W1 takes longer than 60 minutes, an additional £48.00 is chargeable.

**4. Drop off Fees**

Flower, fruit and vegetable market Drop-Off Fee: £6.00

**5. Additional Charges for Overnight Courier and International Bookings are as follows:**

Overnight Courier: Late collection surcharge (after 5pm)      £9.00

International: Late collection surcharge (after 5.30pm)      £36.00

Collections outside central London may incur a surcharge depending on location.

**6. Fuel Surcharge**

The fuel surcharge will apply to all Courier Bookings as set out on <https://www.addisonlee.com/services/courier-services/fuel-surcharge/>

The fuel surcharge will be calculated as the applicable percentage (as shown on the above link) of the Charges payable by you for the Booking. The fuel surcharge will be subject to VAT.

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Addison Lee reserves the right to amend the fuel surcharge by updating the link above and the latest version will apply to your Booking when it takes place.

All fees specified include VAT as applicable.

## ANNEX 3 NETWORK SERVICE TERMS

These Network Service Terms govern the Network Services to be provided by the Global Fulfilment Partner and form the basis of all Fulfilment Contracts (as defined below) entered into between the user of the Addison Lee Services in accordance with the Addison Lee Consumer Standard Terms ("**Customer**") and a Global Fulfilment Partner.

### 1. INTERPRETATION

- 1.1 Unless otherwise set out herein all capitalised terms set out in these Network Service Terms shall have the meaning set out in the Terms.
- 1.2 In the event of any conflict or inconsistency between these Network Services Terms, the Terms and the terms of any booking made by a Customer in accordance with these Network Services Terms ("**Fulfilment Booking**"), the following shall be the descending order of precedence: first, the Network Services Terms, second, the Conditions and, third, the terms of the relevant Fulfilment Booking, unless any provision of any Fulfilment Booking is expressly agreed in writing by the Global Fulfilment Partner or Addison Lee, on behalf of the Global Fulfilment Partner, to override any provision of the Network Services Terms or the Conditions, in which case, the provision of the relevant Fulfilment Booking shall prevail.

### 2. BASIS OF NETWORK SERVICE TERMS

- 2.1 The Global Fulfilment Partner has appointed Addison Lee as its disclosed agent, acting as an intermediary between the Customer and the Global Fulfilment Partner ("**Agency Arrangement**"). The Customer acknowledges that Addison Lee accepts Fulfilment Bookings as agent for the Global Fulfilment Partner but is not a party to the Fulfilment Contract (as defined in paragraph 2.3 below).
- 2.2 The Global Fulfilment Partner shall supply the Network Services to the Customer in accordance with the Network Services Terms in all material respects. Each such Fulfilment Booking, once accepted in accordance with paragraph 2.3, shall constitute a separate contract for the provision of the Network Services specified in such Fulfilment Booking, subject to Network Service Terms.
- 2.3 A Fulfilment Booking constitutes an offer by the Customer to purchase Network Services in accordance with the Terms. The Fulfilment Booking shall only be deemed to be accepted by the Global Fulfilment Partner when the Global Fulfilment Partner accepts the Booking and Addison Lee on behalf of the Global Fulfilment Partner issues written acceptance of the Fulfilment Booking via email, text message or push notification from the App confirming the vehicle contact details and where available the driver who shall carry out the Fulfilment Booking (the "**Fulfilment Driver**") Fulfilment Driver's licence plate number, the Fulfilment Driver's contact details and the Fulfilment Driver's private hire vehicle licence number, or commencement of the Fulfilment Booking (whichever is the earlier), at which point and on which date and time a contract for the delivery of those services to which the Fulfilment Booking relates shall come into existence ("**Fulfilment Contract**"). Addison Lee, on behalf of the Global Fulfilment Partner, in its absolute discretion may decline to accept any Fulfilment Booking.

### 3. SUPPLY OF SERVICES

- 3.1 The Global Fulfilment Partner shall use all reasonable endeavours to meet any performance dates and times specified in a Fulfilment Booking but any such dates shall be estimates only and time shall not be of the essence for performance of the Network Services.
- 3.2 The Global Fulfilment Partner reserves the right to amend the Network Services, if necessary, to comply with any Applicable Law or if the amendment will not materially affect the nature or quality of the Network Services. The Global Fulfilment Partner shall ensure that:

- (a) the Network Services shall be performed with reasonable care and skill; and
- (b) the Network Services will be provided in accordance with Good Industry Practice.

If any of these provisions are breached, the Customer must notify Addison Lee, on behalf of the Global Fulfilment Partner, as soon as possible. The Customer must allow the Global Fulfilment Partner a reasonable time to remedy the breach, including (in the Global Fulfilment Partner's discretion) by re-performing any relevant Network Services. This will be done without any additional charge to the Customer. If the Global Fulfilment Partner is able to do this within a reasonable time, this shall be the Customer's sole and exclusive remedy in relation to such breach and the Global Fulfilment Partner will, subject to paragraph 7.1, have no other obligation or liability in relation to such breach.

- 3.3 The Global Fulfilment Partner shall endeavour to provide a Passenger Vehicle of the type specified by the Customer (and in the event that such a Passenger Vehicle is not available, an alternative vehicle) within any time for so doing given by the Global Fulfilment Partner.
- 3.4 The Customer acknowledges and agrees that unaccompanied Minors will not be permitted to travel alone in a Passenger Vehicle. Addison Lee, on behalf of the Global Fulfilment Partner, will notify the Minor's parent or guardian and/or relevant regulatory authority, in the event that it suspects a Minor is travelling unaccompanied, and advise that the Fulfilment Booking cannot be completed without the Minor being accompanied. In exceptional circumstances and subject to the parent/guardian's consent, the Global Fulfilment Partner may allow Teenagers to travel unaccompanied, provided that when making a Fulfilment Booking for any unaccompanied Teenager, the Customer must inform Addison Lee on behalf of the Global Fulfilment Partner that an unaccompanied Teenager will be travelling. Addison Lee, on behalf of the Global Fulfilment Partner, may at its discretion decline to accept such Fulfilment Booking and the Global Fulfilment Partner shall not be liable to the Customer or be deemed to be in breach of the Fulfilment Contract if it declines to accept such Fulfilment Booking. The Global Fulfilment Partner does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.
- 3.5 The Global Fulfilment Partner may subcontract all or any part of the Network Services to any Fulfilment Drivers who are self-employed and contracted to the Global Fulfilment Partner (as opposed to being employees of the Global Fulfilment Partner) provided that the acts or omissions of the Fulfilment Drivers shall, as between the Global Fulfilment Partner and the Customer, be deemed to be the acts or omissions of Global Fulfilment Partner for the purposes of these Network Service Terms.

#### **4. CHARGES**

- 4.1 All amounts due under the Fulfilment Contract and/or the Network Service Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law) to Addison Lee as disclosed Agent for the Global Fulfilment Partner.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All Intellectual Property Rights belonging to a party prior to the entering into of any Fulfilment Contract, including all related intellectual property rights and moral rights to any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by any other party in relation to those Intellectual Property Rights shall remain vested in that party.
- 5.2 All Intellectual Property Rights in or to any brand or trade mark shall remain vested in the owner of the relevant brand or trade mark and neither party's trademarks nor brands shall be used by the other party for any purpose without the other party's prior written consent.

#### **6. DATA PROTECTION AND DATA PROCESSING**

- 6.1 In relation to any and all Fulfilment Contracts, the Global Fulfilment Partner and the Customer shall:
  - (a) at all times comply with the Data Protection Legislation; and

- (b) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations pursuant to any Fulfilment Contract.

6.2 The Customer acknowledges and agrees that the Global Fulfilment Partner has nominated Addison Lee in its capacity as disclosed agent to accept and respond to the Customer's enquiries relating to Personal Data in the performance of the Fulfilment Contracts on the Global Fulfilment Partners behalf having consulted with the Global Fulfilment Partner at all times

## 7. LIMITATION OF LIABILITY

7.1 Neither the Global Fulfilment Partner's nor the Customer's liability:

- (a) for death or personal injury caused by its negligence;
- (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
- (c) to pay sums properly due and owing to the other in the normal course of performance of these Network Services Terms; or
- (d) for any other liability which may not lawfully be excluded or limited;

is excluded or limited by these Network Services Terms, even if any other term of any Fulfilment Contract otherwise would suggest that this might be the case.

7.2 Subject to paragraph 7.1, neither the Global Fulfilment Partner nor the Customer shall be liable (whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:

- (a) loss of profit;
- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers or contracts;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of opportunity;
- (f) loss of software or data;
- (g) loss or waste of management or other staff time; or
- (h) indirect, consequential or special loss;

arising out of or relating to any Fulfilment Contract, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this paragraph 7.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss). Notwithstanding the foregoing, the exclusions in paragraphs 7.2(a) and (b) shall not apply to any loss suffered by the Global Fulfilment Partner in the event of the Customer's wrongful termination of the any Fulfilment Contract.

7.3 Subject to paragraph 7.1, the Global Fulfilment Partner shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of (a) the use of the Network Services in breach of any term of the Terms and / or the Network Services Terms; and/or (b) any processing in accordance with the Customer's instructions following the Customer's receipt of that information.

## 8. CONFIDENTIALITY

8.1 Each of the Customer and the Global Fulfilment Partner shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with any Fulfilment Booking;
- (b) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under the Network Service Terms;
- (c) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;

- (d) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, any Fulfilment Contract;
- (e) subject to paragraph 8.2, not disclose such Confidential Information to any third-party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of any Fulfilment Contract and subject to each such person being bound by an obligation of confidentiality equivalent to this paragraph 8); and
- (f) promptly, upon request return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.

8.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

## 9. TERM AND TERMINATION

All Fulfilment Contracts shall automatically terminate in the event that the Agency Arrangement terminates or expires (whichever terminates or expires first).

## 10. CONSEQUENCES OF TERMINATION

10.1 Cancellation of any Fulfilment Booking will not have the effect of terminating the Network Service Terms or any other Fulfilment Booking (or Booking), but termination of the Network Service Terms will automatically terminate all uncompleted Fulfilment Bookings and the Network Service Terms.

10.2 Termination of the Network Service Terms will not affect:

- (a) any accrued rights or liabilities which either the Customer or the Global Fulfilment Partner may have by the time termination takes effect; or
- (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.

## 11. FORCE MAJEURE

11.1 The Global Fulfilment Partner shall not be in breach of any Fulfilment Contract nor liable for delay in performing, or failure to perform, any of its obligations under any Fulfilment Contract if such delay or failure results from a Force Majeure Event. In such circumstances the Global Fulfilment Partner shall be entitled to a reasonable extension of the time for performing such obligations and shall be relieved of its Service Level obligations.

## 12. GENERAL

12.1 No failure or delay by a party to exercise any right or remedy provided under the Network Service Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 The rights and remedies provided under these Terms and these Network Service Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

12.3 If any provision or part-provision of the Network Service Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Network Service Terms.

- 12.4 The Network Service Terms, any Fulfilment Booking and the Fulfilment Contract and any document referred to therein, constitutes the entire agreement between the Global Fulfilment Partner and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Network Service Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Network Service Terms.
- 12.6 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under any Fulfilment Contract without the prior written consent of Global Fulfilment Partner.
- 12.7 Nothing in these Network Service Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.8 No variation of these Network Service Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.9 Except as provided in the Terms or these Network Service Term, a person who is not a party to the Terms or these Network Service Terms shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Conditions or these Network Service Term are not subject to the consent of any other person.

### **13. NOTICES**

- 13.1 Any notice given to a party under or in connection with the Conditions or these Network Service Terms shall be in writing and, where such notice is addressed to the Global Fulfilment Partner, shall be delivered to Addison Lee (acting as disclosed agent on behalf of the Global Fulfilment Partner in accordance with the Terms).

### **14. GOVERNING LAW AND JURISDICTION**

- 14.1 The Network Service Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with Network Service Terms or its subject matter or formation (including non-contractual disputes or claims).

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## ANNEX 4 TAXI SERVICES TERMS

These Taxi Services Terms govern the provision of Taxi Services by a Taxi Driver and form the basis of all Taxi Contracts entered into between the Customer and a Taxi Driver.

### 1. INTERPRETATION

- 1.1 All capitalised terms set out in these Taxi Services Terms shall have the meaning set out in the Conditions, unless otherwise stated.
- 1.2 In the event of any conflict or inconsistency between these Taxi Services Terms, the Conditions and the terms of any Taxi Booking, the following shall be the descending order of precedence: first, the Taxi Services Terms, second, the Conditions and, third, the terms of the relevant Taxi Booking, unless any provision of any Taxi Booking is expressly agreed in writing by CCL or an Addison Lee Group Member to override any provision of the Taxi Services Terms or the Conditions, in which case, the provision of the relevant Taxi Booking shall prevail.
- 1.3 References to 'Addison Lee' or 'CCL' shall be taken to include reference to any applicable Addison Lee Group Member, as the case may be.

### 2. BASIS OF TAXI SERVICE TERMS

- 2.1 The Taxi Driver has appointed CCL (or an Addison Lee Group Member, as the case may be) as its disclosed agent, acting as an intermediary between the Customer and the Taxi Driver. The Customer acknowledges that Addison Lee accepts Taxi Bookings, collects payment from the Customer and offers customer support services, on behalf of CCL, but is not a party to the Taxi Contract (as defined in paragraph 2.3 below).
- 2.2 The Taxi Driver shall supply the Taxi Services to the Customer in accordance with the Taxi Services Terms in all material respects. Each such Taxi Booking, once accepted in accordance with paragraph 2.3, shall constitute a separate Taxi Contract for the provision of the Taxi Services specified in such Taxi Booking, subject to these Taxi Services Terms.
- 2.3 A Taxi Booking constitutes an offer by the Customer to purchase Taxi Services in accordance with these Taxi Services Terms. The Taxi Booking shall only be deemed to be accepted when Addison Lee, on behalf of CCL (acting as agent for the Taxi Driver) issues written acceptance of the Taxi Booking via email, text message or push notification from the App confirming the vehicle details and, where available, the licence plate number, contact details and the Taxi licence number of the Taxi Driver who shall carry out the Taxi Booking, or commencement of the Taxi Booking (whichever is the earlier), at which point and on which date and time a contract for the delivery of those services to which the Taxi Booking relates shall come into existence ("**Taxi Contract**"). Addison Lee, on behalf of CCL (acting as agent for the Taxi Driver), may, in its absolute discretion, decline to accept any Taxi Booking.

### 3. SUPPLY OF SERVICES

- 3.1 The Taxi Driver shall use all reasonable endeavours to meet any performance dates and times specified in a Taxi Booking but any such dates shall be estimates only and time shall not be of the essence for performance of the Taxi Services.
- 3.2 The Taxi Driver reserves the right to amend the Taxi Services, if necessary, to comply with any Applicable Law or if the amendment will not materially affect the nature or quality of the Taxi Services. The Taxi Driver shall ensure that:
  - (a) the Taxi Services shall be performed with reasonable care and skill; and
  - (b) the Taxi Services will be provided in accordance with Good Industry Practice.

If any of these provisions are breached, the Customer must notify Addison Lee as soon as possible. The Customer must allow the Taxi Driver a reasonable time to remedy the breach, including (in the Taxi Driver's discretion) by re-performing any relevant Taxi Services. If the Taxi Driver is able to do this within a reasonable time, this shall be

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the Customer's sole and exclusive remedy in relation to such breach and the Taxi Driver will, subject to paragraph 6.1, have no other obligation or liability in relation to such breach.

- 3.3 The Customer acknowledges and agrees that unaccompanied Minors will not be permitted to travel alone in a Taxi. CCL, on behalf of the Taxi Driver, will notify the Minor's parent or guardian and/or relevant regulatory authority, in the event that it suspects a Minor is travelling unaccompanied, and advise that the Taxi Booking cannot be completed without the Minor being accompanied. In exceptional circumstances and subject to the parent/guardian's consent, the Taxi Driver may allow Teenagers to travel unaccompanied, provided that when making a Taxi Booking for any unaccompanied Teenager, the Customer must inform Addison Lee that an unaccompanied Teenager will be travelling. Addison Lee may at its discretion decline to accept such Taxi Booking and the Taxi Driver shall not be liable to the Customer or be deemed to be in breach of the Taxi Contract if it declines to accept such Taxi Booking. The Taxi Driver does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Taxi.

#### **4. CHARGES**

- 4.1 The Customer shall pay the Taxi Charges in relation to the Taxi Services, as set out in appendix 1 to these Taxi Services Terms.
- 4.2 Payment shall be made to Addison Lee, on behalf of the Taxi Driver in accordance with the payment terms set out in the Terms.
- 4.3 All amounts referred to in relation to a Taxi Booking are inclusive of value added tax, where applicable.
- 4.4 All amounts due under the Taxi Contract and/or these Taxi Services Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law) to Addison Lee, on behalf of CCL as disclosed agent for the Taxi Driver.

#### **5. DATA PROTECTION AND DATA PROCESSING**

- 5.1 In relation to any and all Taxi Contracts, the Taxi Driver and the Customer shall:
- (a) at all times comply with the Data Protection Legislation;
  - (b) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations pursuant to any Taxi Contract; and
- 5.2 The Customer acknowledges and agrees that the Taxi Driver has nominated CCL in its capacity as disclosed agent to accept and respond to the Customer's enquiries relating to Personal Data in the performance of the Taxi Contracts on the Taxi Driver's behalf having consulted with the Taxi Driver at all times.

#### **6. LIMITATION OF LIABILITY**

- 6.1 Neither the Taxi Driver's nor the Customer's liability:
- (a) for death or personal injury caused by its negligence;
  - (b) for fraudulent misrepresentation or for any other fraudulent act or omission;
  - (c) to pay sums properly due and owing to the other in the normal course of performance of these Taxi Services Terms; or
  - (d) for any other liability which may not lawfully be excluded or limited;

is excluded or limited by these Taxi Services Terms, even if any other provision of these Taxi Services Terms or of any Taxi Contract would otherwise suggest that this might be the case.

- 6.2 Subject to paragraph 8.1, neither the Taxi Driver or the Customer shall be liable (whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:
- (a) loss of profit;

- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers or contracts;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of opportunity;
- (f) loss of software or data;
- (g) loss or waste of management or other staff time; or
- (h) indirect, consequential or special loss;

arising out of or relating to any Taxi Contract or these Taxi Services Terms, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this paragraph 6.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss). Notwithstanding the foregoing, the exclusions in paragraphs 6.2(a) and (b) shall not apply to any loss suffered by the Taxi Driver in the event of the Customer's wrongful termination of these Taxi Services Terms or any Taxi Contract.

- 6.3 Subject to paragraphs 6.1 and 6.2 of these Taxi Services Terms, the Taxi Driver's total liability to the Customer or a Passenger, arising out of any Taxi Contract or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited to the amount of the Taxi Charges payable by the Customer (whether or not yet paid) to Addison Lee, on behalf of the Taxi Driver for that Contract.
- 6.4 Subject to paragraph 6.1, the Taxi Driver shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of (a) the use of the Taxi Services in breach of the Terms and / or the Taxi Services Terms; and/or (b) any processing of personal data in accordance with the Customer's instructions following the Customer's receipt of that information.
- 6.5 This clause 6 shall survive termination of these Terms.

## **7. TRANSPORTATION OF GOODS**

- 7.1 The Customer shall not be entitled to use the Taxi Services for the transportation of any unaccompanied goods, or goods of significant value (whether or not accompanied by a Passenger). In such circumstances neither Addison Lee, CCL nor the Taxi Driver shall accept liability for loss or damage of such goods.
- 7.2 A Taxi Driver shall be entitled at their sole discretion to refuse to accept carriage of any unaccompanied goods, or any goods which are or appear to be of significant value.
- 7.3 Without prejudice to clause 7.1 and 7.2, in the event that the Customer does use the Taxi Services for the transportation of goods, clauses 5 to 7 of the Conditions, shall apply as applicable. In the event of any inconsistency between these Taxi Services Terms and clauses 5 to 7 of Conditions, these Taxi Services Terms shall apply, save in respect of any limitations on liability in which case clause 11.5 of the Conditions shall prevail.

## **8. CONFIDENTIALITY**

- 8.1 Each of the Customer and the Taxi Driver shall:
- (a) keep confidential all Confidential Information of the other party which it receives in connection with these Taxi Services Terms;
  - (b) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under the Taxi Services Terms;
  - (c) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
  - (d) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under these Taxi Services Terms;

- (e) subject to paragraph 8.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of these Taxi Services Terms and subject to each such person being bound by an obligation of confidentiality equivalent to this paragraph 8);
- (f) promptly, upon request return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.

8.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

## 9. TERM AND TERMINATION

All Taxi Contracts shall automatically terminate in the event that the Terms terminate or expire and/or if the agency arrangement, between the Taxi Driver and CCL or its Group Member, terminates or expires (whichever terminates or expires first).

## 10. CONSEQUENCES OF TERMINATION

10.1 Cancellation of any Taxi Booking will not have the effect of terminating the Terms, these Taxi Services Terms or any other Taxi Booking, but termination of the Terms will automatically terminate all uncompleted Taxi Bookings and the Taxi Services Terms.

10.2 Termination of the Terms, these Taxi Services Terms or any Taxi Booking will not affect:

- (a) any accrued rights or liabilities which either the Customer or the Taxi Driver may have by the time termination takes effect; or
- (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.

## 11. FORCE MAJEURE

The Taxi Driver shall not be in breach of any Taxi Contract nor liable for delay in performing, or failure to perform, any of its obligations under any Taxi Contract if such delay or failure results from a Force Majeure Event. In such circumstances the Taxi Driver shall be entitled to a reasonable extension of the time for performing such obligations.

## 12. GENERAL

12.1 No failure or delay by a party to exercise any right or remedy provided under the Taxi Services Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 The rights and remedies provided under these Taxi Services Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

12.3 If any provision or part-provision of the Taxi Services Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the Taxi Services Terms.

12.4 The Taxi Services Terms, any Taxi Booking and the Taxi Contract and any document referred to therein, constitutes the entire agreement between Addison Lee, Taxi Driver and the Customer and supersedes and

extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 12.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Taxi Services Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Taxi Services Terms.
- 12.6 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Taxi Services Terms or any Taxi Contract.
- 12.7 Nothing in these Taxi Services Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.8 No variation of these Taxi Services Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.9 Except as provided in these Taxi Services Terms, a person who is not a party to these Taxi Services Terms shall not have any rights under or in connection with them, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Taxi Services Term are not subject to the consent of any other person.

### **13. NOTICES**

Any notice given to a party under or in connection with the Terms or these Taxi Services Terms shall be in writing and, where such notice is addressed to the Taxi Driver, shall be delivered to Addison Lee, on behalf of CCL (acting as disclosed agent on behalf of the Taxi Driver in accordance with the Terms).

### **14. GOVERNING LAW AND JURISDICTION**

- 14.1 These Taxi Services Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.
- 14.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Taxi Services Terms or its subject matter or formation (including non-contractual disputes or claims).

## APPENDIX 1 TO ANNEX 4 - ADDITIONAL CHARGES - TAXI SERVICES

The fee for each journey made by a Taxi will be charged on the basis of a metered fare. The tariffs for Taxi meter fares are set by Transport for London and can be found here: <https://tfl.gov.uk/modes/taxis-and-minicabs/taxi-fares/tariffs#on-this-page-0>.

Additional booking and administration fees will also apply to each booking, as set out below.

	<b>Amount</b>	<b>Explanation</b>
<b>Metered Fare</b>	Variable	This is based on the Transport for London Black Taxi meter tariffs, as set out at <a href="https://tfl.gov.uk/modes/taxis-and-minicabs/taxi-fares/tariffs#on-this-page-0">https://tfl.gov.uk/modes/taxis-and-minicabs/taxi-fares/tariffs#on-this-page-0</a> (or such other place on the Transport for London website as the same shall be located from time to time).
<b>Minimum Price</b>	£10.00	If the Metered Fare is less than the Minimum Price, an additional fee – equal to the difference between the Metered Fare and the Minimum Price – will be charged to cover the difference.
<b>Driver Gratuity</b>	10% of the Metered Fare (or such other amount agreed between the parties from time to time). Addison Lee reserves the right to amend the Driver Gratuity from time to time in its sole discretion.	The Driver Gratuity will be added to all Taxi Bookings unless the Customer chooses to opt out of the Driver Gratuity for all journeys yet to take place by contacting their Addison Lee representative or by emailing <a href="mailto:customersupport@addisonlee.com">customersupport@addisonlee.com</a> .
<b>Service Fee</b>	£2.40 - £15.00	A fee which is automatically applied by Addison Lee to each Taxi Booking and which may be used to balance supply and demand during peak periods. The Service Fee is visible at the time of Booking by selecting the information icon next to the estimated price.
<b>Additional Charges</b>	Extras	Such Additional Charges as are set out in the Price List and the Terms.

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**ANNEX 5      GLOBAL AGGREGATOR BOOKINGS**

This 5 applies to all Global Aggregator Bookings. In the event of any conflict or inconsistency between this Annex 5 and the Conditions, this Annex 5 shall prevail.

1. For the purposes of this Annex 5, the following definitions shall apply:

**“Claim”** means any assertion of a cause of action, any demand, any complaint, or any claim for loss, damage, compensation or any other remedy;

**“Fulfilment Provider”** means a carefully selected third party private hire or licensed taxi company to whom the Aggregator arranges Global Aggregator Bookings;

**“GAB Driver”** means any person driving a Passenger Vehicle in the course of carrying out a Global Aggregator Booking;

**“Road Traffic Accident”** means an accident involving a motor vehicle where: (i) personal injury is caused to a person other than the driver of that motor vehicle; and/or (ii) damage is caused to a vehicle other than that motor vehicle; and/or (iii) injury or damage is caused to any animal other than any domestic pet being carried on that vehicle; and/or (iv) damage is caused to property built on, attached to, growing in or otherwise forming part of the land where the accident took place.

All other capitalised terms shall have the meaning set out in the Conditions.

2. Addison Lee shall use reasonable commercial endeavours to ensure that each Aggregator that arranges Global Aggregator Bookings shall:

2.1. hold and maintain the necessary regulatory consents, licences, registrations and approvals required to perform the services that the Aggregator provides in the jurisdiction in which it operates;

2.2. procure that the Fulfilment Provider through whom it arranges Global Aggregator Bookings holds and maintains the necessary regulatory consents, licences, registrations and approvals required to perform the services the Fulfilment Provider provides in the jurisdiction in which they operate; and

3. Addison Lee shall use reasonable commercial endeavours to procure that each Aggregator that arranges Global Aggregator Bookings shall use reasonable commercial endeavours to ensure that GAB Drivers (as applicable) shall:

3.1. hold and maintain above or equal to the statutory level of insurance required by applicable laws in the relevant jurisdiction;

3.2. hold the necessary regulatory consents, licences, registrations and approvals required to perform licenced taxi services in the jurisdiction in which the Global Aggregator Booking shall be carried out;

3.3. hold, on onboarding, a valid driving licence (and the Aggregator shall use reasonable commercial endeavours to ensure that the validity of each GAB Driver’s driving licence is checked quarterly);

3.4. be at least 21 years of age;

3.5. be smartly dressed, courteous, polite and professional consistent with industry standards;

3.6. have the right to work and live in the relevant jurisdiction;

3.7. be subject to any other checks or due diligence required by applicable laws in the relevant jurisdiction;

4. Subject to paragraph 5, Addison Lee shall have no liability for any Claim arising out of a Road Traffic Accident that takes place during a Global Aggregator Booking (unless such exclusion of liability is not permitted under the laws of the jurisdiction in which the Claim arises).

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5. Where the customer wishes to make a Claim arising out of a Road Traffic Accident that occurs during a Global Aggregator Booking, it may do so by following the procedure set out in this paragraph 5:
- (a) The customer shall notify Addison Lee of the Road Traffic Accident in writing to [customer.relations@addisonlee.com](mailto:customer.relations@addisonlee.com), providing the time of the journey, the date of the journey, the Booking Reference and any other information Addison Lee requests;
  - (b) Addison Lee shall provide the customer with details of the Fulfilment Provider through which the Global Aggregator Booking was fulfilled within 30 days of the date the customer provides the information referred to at paragraph 5(a);
  - (c) The customer shall pursue any Claim arising out of the Road Traffic Accident either against or via the **Fulfilment Provider and/or their relevant insurance** directly, and in no instances shall the customer seek to pursue any Claim arising out of a Road Traffic Accident against Addison Lee.
6. Addison Lee shall comply with its obligations under paragraph 5. Compliance by Addison Lee with its obligations under paragraph 5 shall be the customer's sole and exclusive remedy as against Addison Lee in respect of any Claim arising out of any Road Traffic Accident occurring in the course of a Global Aggregator Booking.