ADDISON LEE

BUSINESS CUSTOMER TERMS OF SERVICE - ADDISON LEE LIMITED

Version Number	**1.45**

THESE TERMS, incorporating the Service Description below, the attached terms and conditions and Annexes, are entered into between Addison Lee Limited (registered number 01205530) ("**Addison Lee**"), the entity that makes a Booking for Services ("**Customer**") and the Passenger (as herein after defined).

SERVICE DESCRIPTION

Effective Date	The date the Customer first contacts Addison Lee or any Addison Lee Group Member to make a Booking for Services
Services	Passenger Services and/or Additional Services (as applicable) as further set out below
Territory	Global subject to clauses 2.5, **Error! Reference source not found.** and Annex 7. Please click https://www.addisonlee.com/services/global/ for a list of locations where the Addison Lee Group currently provides Services
Charges	As set out in the Price List.
Term	The Terms shall continue indefinitely until terminated by either party in accordance with clause 12.
Addison Lee's notice address	The Point, 37 North Wharf Road London W2 1AF
Addison Lee Representative	Addison Lee shall provide the Customer with telephone account management/support and, where agreed with the Customer, digital support by way of the Portal (see Reporting section).
Passenger Services	Addison Lee and/or an Addison Lee Group Member shall provide or shall procure that the following passenger services are provided: • First Service; • Executive Service; • Select Service; • Airport Services; • Taxi Service; • Local Partner Service; each of which may involve the use of Fulfilment Partners.
Communication Channels	App, Phone, email and Site (where available)
Charges per Booking	As set out in the Price List
Additional Charges	• All tolls, gratuities and any other road related charges; • Car parking charges (including pick-up and drop-off charges) as set out at http://www.addisonlee.com/car-parking-charges/; • Any additional drop-offs, pick-ups or route changes outside of original Booking shall be charged as set out in the Price List;

	• Cancellation Fee per Booking as set out in Annex 3;
	• Waiting Time where the Inclusive Waiting Time and/or the Airport Inclusive Waiting Time are exceeded;
	• A Greener Future Payment of £2.50 plus VAT for each Booking of Passenger Services; and/or a £0.50 plus VAT for each Booking of Courier Services. Wheelchair accessible vehicles and push bike courier deliveries are excluded from the Greener Future Payment;
	• The Priority Fee;
	• In relation to the Passenger Services, the strike charge and/or disruption charge as set out in clause 5.6 and 5.7;
	• In relation to Courier Services only, the charges set out in Appendix 1 to Annex 4;
	• In relation to Event Services only, the charges set out in Annex 5;
	• In relation to the Taxi Services only, the charges set out in Appendix 1 to Annex 6;
	• Any other charges imposed by Applicable Law in the Territory in which the Services are provided; and
	• During Christmas and New Year, the following additional charges shall be payable:
	  ○ For Taxi Services, up to £25 plus VAT for each Booking;
	  ○ For all other Services, up to 200% of the quoted journey cost in respect of each Booking,
	each of which shall be payable per Booking as applicable.	

Cancellation Process	Bookings can be cancelled via the Communication Channels in accordance with the cancellation policy set out in Annex 3. Please refer to Annex 3 for details of the Cancellation Fee payable per Booking. Addison Lee, or a person acting on behalf of Addison Lee, reserves the right to cancel a Booking, without compensation to the Customer, in the event of a no show by the Customer provided that Addison Lee shall first have attempted to contact the Customer, and/or if there is a Force Majeure Event. In such circumstances 100% of the quoted journey cost shall be payable by the Customer.	
Payment Terms	Charges, Priority Fee and Additional Charges	The Customer may elect to set up a Credit Account or a Transaction Account. All Accounts are subject to status and completion of pre-authorisation checks which include a search of credit reference agencies. Addison Lee may, at any time, set a credit limit on an Account and shall not be obliged to perform Bookings once that limit has been reached. Addison Lee will notify the Customer in writing if a credit limit has been applied to the Customer's Account. Where the Customer has selected a Credit Account the Customer may settle such account using direct debit, BACS, credit or debit or purchase card. If the Customer selects a Credit Account, Addison Lee shall provide an invoice at the frequency agreed with the Customer in relation to all Charges and Additional Charges incurred within that period and, where applicable, the Priority Fee payable for that period. The Customer shall pay each invoice to Addison Lee within 15 days of the date of the invoice unless otherwise agreed in writing with Addison Lee. Where the Customer has selected a Transaction Account, the Customer must settle such account by credit or debit card after each job is completed. Addison Lee shall provide an invoice setting out the Charges and any

		Additional Charges payable in respect of each Booking after completion of such Booking. The Priority Fee shall, where applicable, be included in the Customer's invoice for Services and shall be payable by the Customer within 15 days of the date of the invoice unless otherwise agreed in writing with Addison Lee.
Limitation of Liability	Subject to clauses 10.1 and 10.2 of the Conditions, Addison Lee's and each Addison Lee Group Member's total liability to the Customer and the Passenger together, arising out of or relating to these Terms and/or any 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, under any indemnity, or otherwise) shall be limited as follows: 1) 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 the Customer to Addison Lee or the relevant Addison Lee Group Member for that Contract; and 2) in the aggregate under these Terms: £150, so that, subject to clauses 10.1 and 10.2, under no circumstances will Addison Lee, or its Group Members' total liability to the Customer and the Passenger together under or in relation to the Terms, including all Contracts exceed 2) herein.	
Reporting	Addison Lee or another Addison Lee Group Member shall provide the Customer, where agreed, with access to the Portal and with the following information and reports: Digital invoices and job listing in relation to Bookings for three Months prior to the Customer's request.	
Assignment	The Customer may 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 Terms without Addison Lee's prior written consent.	

TERMS AND CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 **DEFINITIONS:**

Access to Work Scheme: means a scheme recognised by Addison Lee in which Addison Lee agrees to provide quotes to eligible individuals for Select Service.

Account: means an account which has been opened by Addison Lee or a Group Member and which is identified by way of a confidential security number (the "**Customer Account Number**") allocated to the Customer by Addison Lee or a Group Member.

Additional Charges: means those charges payable by the Customer in relation to the Services as set out in the Service Description or as may be agreed between the parties from time to time.

Additional Services: means any or both of the (i) Courier Services and (ii) Event Services which are additional to the Passenger Services and which the Customer may choose to book from time to time.

Additional Waiting Time: shall be as defined in clause 3.10.

Aggregator: 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.

Airport Executive Service: 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 Mercedes Viano, VW Multivan or similar (depending on region/country travelling in).

Airport Select Service: 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).

Aiport + Service: 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 Mercedes Viano, VW Multivan or similar (depending on region/country travelling in).

Airport Inclusive Waiting Time: shall have the meaning as set out in clause 3.10.

Airport Services: means the (i) Airport Executive Service, (ii) Airport Select Service and (iii) Airport + Service.

AL System: means the information technology facilities or services (including equipment, software and related documentation) owned or licensed by Addison Lee and/or an Addison Lee Group Member and used in the provision of the Services as varied, updated and renewed from time to time, which may include the App.

Annex: means the schedules attached at the end of these Terms.

App: 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.

Applicable Law: means all statutes, statutory instruments, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and any other laws which apply in any relevant jurisdiction from time to time.

ASAP Booking: means a Booking for Passenger Services for the next available Driver or Fulfilment Partner (as applicable).

As Directed Booking: means a Booking for Passenger Services 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 or Fulfilment Partner (as applicable) for the period of hire.

Authorised Users: means all permitted users of the Services as authorised by the Customer.

Booking: means the Customer's order for Services and/or Additional Services as communicated to Addison Lee or a Group Member via the Communication Channels, and made using the Customer Account Number and, in the case of Passenger Services, may be an ASAP Booking, an As Directed Booking or Pre-Booked.

Business Day: means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business and **Business Hours** shall be construed as 9.00am to 5.30pm on a Business Day.

CCL: means ComCab (London) Ltd, a company incorporated in England and Wales with company number 06434912.

Christmas and New Year: means:

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
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,

in any calendar year.

Cancellation Fee: means the sum payable by the Customer for the cancellation of a Booking by the Customer as set out in Annex 3.

Change Control Procedure: has the meaning set out at clause 16.1.

Charges: means the charges payable by the Customer for the Booking in accordance with clause 5 and the Service Description and as (i) shown in the Price List or; (ii) as communicated to the person making the Booking; or (iii) for certain Bookings, the price calculated in accordance with charge rates agreed between Addison Lee and the Customer (in each case as applicable).

Communication Channels: means the methods available to make a Booking as set out in the Service Description.

Collection Address: means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers or the Goods.

Conditions: means these terms and conditions as amended from time to time.

Confidential Information: means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of these Terms), including all information relating to the other party and/or a Group Member's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which:

a) is available to the public other than because of any breach of these Terms;

b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;

c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or

d) is trivial or obvious.

Contract: has the meaning set out in clause 2.4.

Courier Services: means (i) the carriage or delivery of Goods in the UK; and (ii) the delivery of Goods nationally or internationally, by way of a Courier Vehicle, from the Collection Address to the Destination Address. The terms that apply to Courier Services are set out in Annex 4.. Courier Services include Standard Courier Services, Priority Courier Services and Direct Courier Services.

Courier Vehicle: means a push bike or vehicle used for the carriage or delivery of Goods.

Credit Account: means an invoiced account that is paid by the Customer using direct debit, BACS, credit or debit card.

Customer Account Number: has the meaning set out in these definitions under "Account".

Customer Default: has the meaning set out in clause 4.3.

Cycle Select+: means a Passenger Services Booking which includes the carriage of a bicycle (excluding non-foldable e-bikes).

Data Protection Legislation: 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.

Destination Address: means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer, any Passengers or the Goods.

Developments: shall have the meaning set out in clause 7.5.

Direct Courier Services: means a courier service under which the courier transports the consignment from collection to delivery by the most direct practicable route.

Disruption Event: 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.

DPIA: shall have the meaning set out in clause 8.3(d)(ii)(C).

Driver: means any person who is self employed and contracted to Addison Lee or any Addison Lee Group Member (as opposed to being an employee of Addison Lee or any Addison Lee Group Member) who drives a Passenger Vehicle or Courier Vehicle.

DWP: means the Department for Work and Pensions.

Effective Date: has the meaning given in the Service Description.

Event Ground Transportation Terms: shall be as set out at Annex 5.

Executive Service: means a service delivered by Addison Lee or any Addison Lee Group Member from time to time 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).

First Service: means a service delivered by Addison Lee or any Addison Lee Group Member from time to time or a Fulfilment Partner which includes a driverand a Mercedes S-Class (or V-Class vehicle for First+ 5-6 people option) or similar (depending on region/country travelling in).

Fulfilment Partner:means a UK Fulfilment Partner and/or Global Fulfilment Partner.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake, storm, snow, strong winds, hurricane or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack or threat of terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action (including, without limitation, rail or tube) or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.

Global Aggregator Booking: means a Booking for a journey that takes place in the relevant Territory arranged via an Aggregator.

Global Fulfilment Partner: 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.

Guarnteed Airport Services: means the (i) Airport Executive Service, (ii) Airport Select Service and (iii) Airport + Service.

Good Industry Practice: means in relation to any undertaking and any circumstances, the exercise of that degree of diligence, prudence and foresight which would reasonably and ordinarily be expected from an experienced provider of services the same as or similar to the Services.

Goods: means any goods transported by an Addison Lee Group Member pursuant to a Contract.

Grace Period: means up to 10 minutes after the scheduled pickup time from the Collection Address.

Greener Future Payment: means a payment used to offset the effects of private hire vehicles no longer being exempt from the London Congestion Charge; fund carbon offsetting and other corporate social responsibility initiatives; and fund investment by Addison Lee and Addison Lee Group Members in emerging technologies, and which applies to Account Bookings, As Directed Bookings and Courier Services Bookings.

Group Member: means at any relevant time, in relation to any entity, an entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that entity, where "**control**" means holding, directly or indirectly, a majority of the voting rights in it, or the power to direct or cause the direction of its management, policies or operations (whether through holding of voting rights, by contract or otherwise).

Inclusive Waiting Time: has the meaning as set out at clause 3.7.

Intellectual Property Rights: 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).

Local Partner: 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 and Territory.

London Congestion Charge: means the daily charge for driving within the charging zones between 07:00 and 18:00 Monday to Friday as detailed at https://tfl.gov.uk/modes/driving/congestion-charge.

London Postal Area: means the areas corresponding to the postcode areas for London, as varied from time to time by the Royal Mail.

Metered Fare: means, in respect of Taxi Services, the fare for the Booking based on the metered fare rates set by Transport for London.

Minor: means children of less than 13 years of age.

Month: means any calendar month.

Network Services: means Passenger Services that are provided by a Global Fulfilment Partner.

Network Services Terms: shall be as set out at Annex 2.

Passenger(s): means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services or any other person who makes use of the Passenger Services booked by the Customer or any other Passenger (each Passenger, in each case, is deemed to have accepted the Terms when making use of the Passenger Services).

Passenger Obligations: means the Booking and transportation requirements which the Customer and each Passenger must comply with when making a Booking or travelling in a Passenger Vehicle, as available at the following link https://www.addisonlee.com/passengerobligations/.

Passenger Vehicle: means a vehicle used for the carriage of Passengers.

Personal Data Breach: means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Processed Data.

Pet Select+: means a Passenger Services Booking which includes the carriage of a domestic animal.

Phone: means Addison Lee's or an Addison Lee Group Member's contact centre through which Bookings can be made.

Photo: means an image, recorded by a camera or other electronic device.

Platform Services: means the provision by Addison Lee to the Customer of access to the AL System and App subject to clause 7 of the Conditions.

Portal: means the web based set of tools that allow travel managers and/or account administrators to manage who within their organisation shall have the ability to make Bookings and which permit travel managers and/or account administrators to access historic Bookings, invoices, and account set-up settings.

Pre-Booked: means a Booking for Passenger Services at a specified date and time.

Price List: means the Addison Lee Group's price list as may be amended from time to time and which is available upon request.

Priority Courier Services: means a courier service under which the Courier Booking is accorded priority handling over Standard Courier Bookings, which may include expedited allocation and scheduling.

Priority Fee: means in respect of each Booking for Passenger Services, the percentage of the Charges and Additional Charges but excluding the Greener Future Payment set out in clauses 5.3, 5.4 and 5.5 (as applicable).

Priority Account and Priority Account Holder: means an Account opened before 1 August 2019 and designated as a priority account by Addison Lee.

Priority Plus Account and Priority Plus Account Holder: means an Account opened before 1 August 2019 and designated as a priority plus account by Addison Lee.

Priority Gold Account and Priority Gold Account Holder: means an Account opened after 1 August 2019.

Priority Gold Exclusive Account and Priority Gold Exclusive Account Holder: means an Account opened after 1 August 2019 which has been designated by Addison Lee as a Priority Gold Exclusive Account and which receives a higher level of priority than a Priority Gold Account.

Processed Data: means personal data provided from the Customer to Addison Lee in relation to the Services.

Processing Instruction: shall be as defined in clause 8.3.

Representatives: means the individuals or team from i) Addison Lee and ii) the Customer who are responsible for the co-ordination of all matters relating to the provision of the Services.

Reporting: shall have the meaning as set out in the Services Description.

Restricted Street: means any Collection Address and/or Destination Address which is subject to any parking law or regulation prohibiting any Vehicle or Courier Vehicle from entering, waiting and/or parking during prescribed hours.

Services: means the Passenger Services and/or Additional Services supplied by Addison Lee, an Addison Lee Group Member or a Fulfilment Partner to the Customer and the Passenger as set out in the Service Description.

Service Transfer Date: means the date on which the Services (or any part of the Services) for whatever reason transfer from Addison Lee to the Customer.

Select Service: means a service delivered by Addison Lee or any Addison Lee Group Member from time to time or a Fulfilment Partner, which includes a professional driver and a medium car/saloon/sedan vehicle (or for Select+ an MPV/SUV or people carrier for 5-6 people) and which may be an accessible vehicle, Pet Select+ or Cycle Select+.

Site: means the Addison Lee website (www.addisonlee.com) or such other websites as may be operated by Addison Lee and/or any Group Member from time to time through which Bookings can be made.

Snooze Function: means the ability to postpone the arrival of a Driver or Fulfilment Partner (as applicable) for fifteen, thirty, forty five or sixty minutes.

Sponsored Charity: means a charitable organisation chosen by Addison Lee to be the recipient of charitable donations.

Standard Airport Booking: means journey to or from the airport in a Select Service vehicle. Additional Charges are payable and not included in the quoted price.

Standard Courier Services: means a courier service under which the consignment is a same day collection or same day delivery.

Strike: means any rail or tube strike which is announced and causes disruption to the transport network.

Supervisory Authority: means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.

Taxi: means a hackney carriage, black cab, or black taxi, regulated and licensed by Transport for London.

Taxi Booking: means any booking made by a Customer for Taxi Services, for which the Taxi Services Terms shall apply.

Taxi Charges: means the fees and charges payable by a Customer for Taxi Services, as set out in Appendix 1 to Annex 6.

Taxi Driver: 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.

Taxi Services: 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.

Taxi Services Terms: shall be as set out at Annex 6.

Teenager: shall mean children aged between 13 and 16.

Term: has the meaning set out in the Service Description.

Terms: means the Service Description, the Conditions, the Annexes and any document referred to herein.

Transaction Account: means a payment account where the Customer is charged on a per journey basis and receives an email receipt in respect of each Booking.

Transferring Employees: means those employees whose contracts of employment will be transferred to the Customer from Addison Lee pursuant to TUPE.

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or such other amended or replacement legislation which has the effect of transferring the Employees to Addison Lee.

UK Fulfilment Partner: means a carefully selected third party private hire or licensed taxi company to whom Addison Lee or a Group Member subcontract the Passenger Services.

VAT: has the meaning as set out in clause 5.11.

Vehicle: means a Passenger Vehicle or a Courier Vehicle.

1.2 **INTERPRETATION:**

In these Terms unless defined otherwise or the context otherwise requires:

(a) words in the singular shall include the plural and in the plural shall include the singular;
(b) reference to a person includes a legal person (such as a limited company) as well as a natural person;
(c) reference to these Terms includes the Service Description, Conditions, Annexes and other documents attached to it or incorporated by reference into it (all as amended, added to or replaced from time to time);
(d) references to clauses or Annexes shall be to those in or to these Terms and references to paragraphs shall be to paragraphs of the Annexes;
(e) clause headings are for convenience only and shall not affect the construction of these Terms;
(f) reference to "including" or any similar terms in these Terms shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
(g) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

1.3 In the event of any conflict or inconsistency between these Conditions, the Service Description, the Annexes hereto and the terms of any Booking, the following shall be the descending order of precedence: first, the Service Description, second, the Conditions, third the terms of the relevant Annexes and, lastly, the terms of the relevant Booking, unless any provision of any Booking is expressly agreed in writing by Addison Lee to override any provision of the Conditions, Service Description or any Annex, in which case, the provision of the relevant Booking shall prevail.

2. BASIS OF AGREEMENT

2.1 These Terms operate as a framework under which the Customer may, from time to time, order Services to be provided by Addison Lee, an Addison Lee Group Member or a Fulfilment Partner. If the Customer continues to make Bookings after the expiry or termination of any applicable contract term, then these Terms will apply to any such Booking.

2.2 The Customer appoints Addison Lee and Addison Lee accepts the appointment as the Customer's preferred supplier of the Services.

2.3 Addison Lee shall supply the Services in the Territory to the Customer in accordance with the Service Description, the Conditions and Annexes in all material respects. Each such Booking, once accepted in accordance with clause 2.4, shall constitute a separate contract for the provision of the Services specified in such Booking, subject to these Terms.

2.4 The Booking constitutes an offer by the Customer to purchase Services in the Territory in accordance with these Terms. For the avoidance of doubt, such Booking shall be made using one of the Communication Channels. The Booking shall only be deemed to be accepted by Addison Lee when Addison Lee issues written acceptance of the Booking via text message, email or push notification from the App, or commencement of the 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 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 the Customer ("**Contract**"). For the avoidance of doubt, the Customer agrees to remain fully liable under these Terms for the actions or omissions of the Passenger as if they were the actions or omissions of the Customer and Addison Lee's obligations to the Passenger will be determined by these Terms as if they were the Customer.

2.5 Annex 7 shall apply to any Global Aggregator Booking made pursuant to these Terms.

2.6 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 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. Addison Lee in its absolute discretion may decline to accept any Booking.

2.7 The Customer may book a Cycle Select+, Pet Select+ or an accessible vehicle (for wheelchair users) using the Communication Channels 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.

2.8 Each new Account opened with Addison Lee after 1 August 2019 shall be designated as a Priority Gold Account. The Customer may request to upgrade its Account to a Priority Gold Exclusive Account in order to receive additional priority on Passenger Services Bookings.

3. SUPPLY OF SERVICES

3.1 Addison Lee shall use all reasonable endeavours to meet any performance dates and times specified in the Annexes, or agreed with the Customer in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.2 Addison Lee reserves the right to amend the Services if necessary to comply with any Applicable Law, or if the amendment will not materially affect the nature or quality of the Services.

3.3 Subject always to clauses 3.14 and 3.15, Addison Lee warrants that:

(a) the Services shall be performed with reasonable care and skill; and

(b) the Services will be provided in accordance with Good Industry Practice.

If any of these warranties are breached, the Customer must notify Addison Lee in writing as soon as possible. The Customer must give Addison Lee a reasonable time to remedy the breach, including (in Addison Lee's discretion) by re-performing any relevant Services. This will be done without any additional charge to the Customer. If Addison Lee 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 Addison Lee will, subject to clause 10.1, have no other obligation or liability in relation to such breach.

3.4 Addison Lee shall use reasonable endeavours to provide a Passenger Vehicle of the type specified by the Customer (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.

3.5 The Customer acknowledges and agrees that Passenger Vehicles used for Executive Services shall not display any external licensing plates or advertisement branding on any part of the vehicle.

3.6 Addison Lee will not allow unaccompanied Minors to travel alone in a Passenger Vehicle. Addison Lee 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 Booking cannot be completed without the Minor being accompanied. In exceptional circumstances and subject to the parent/guardian’s consent, Addison Lee may allow Teenagers to travel unaccompanied, provided that when making a Booking for any unaccompanied Teenager, the Customer must inform Addison Lee that an unaccompanied Teenager will be travelling. Where a Booking is accepted for an unaccompanied Teenager, Addison Lee will not deviate from the Destination Address except in an emergency. Addison Lee may, at its discretion, decline to accept such Booking and shall not be liable to the Customer or be deemed to be in breach of these Terms if it declines to accept such Booking. Addison

Lee does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.

3.7 **General Waiting Time.** Other than in relation to Airport Executive Service, Airport + Service, Airport Select Service and other airport Bookings where the waiting time shall be as set out in clauses 3.8, 3.9 and 3.10 below, each Customer shall have 5 minutes inclusive waiting time ("**Inclusive Waiting Time**") for the relevant Service (Select Service, Executive Service or First Service) and for the Local Partner Service. Waiting time shall be charged from the 6th minute onwards. In respect of Taxi Services, there shall be no Inclusive Waiting Time.

3.8 **Airport Executive Service, Airport + Service and Airport Select Service Waiting Time.** In relation to Airport Executive Service, Airport + Service and Airport Select Service 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, Airport + Service and Airport Select Service 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.

3.9 **Standard Airport Waiting Time.** In relation to Standard Airport Bookings other than the Airport Executive Service, Airport + Service and Airport Select Service, the Customer shall have the following airport inclusive waiting time ("**Airport Inclusive Waiting Time**") applicable to all other Passenger Services taken, other than Taxi Services:

(a) Domestic flight bookings –15 minutes;

(b) International flight bookings –30 minutes.

In respect of Taxi Services, there shall be no Airport Inclusive Waiting Time.

3.10 In the event that the Customer exceeds the Inclusive Waiting Time and/or Airport Inclusive Waiting Time (as applicable), the Customer shall pay for any additional waiting time thereafter, in addition to the Charges for the Booking. 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 5 minute increments for the applicable Passenger Services taken, ("**Additional Waiting Time**") as follows:

(a) Select Service, Local Partner Service, Executive Service and Airport Assured Service: £37.50 plus VAT per hour (£3.16 per 5 minute increment/portion thereof);

(b) First Service: £46 plus VAT per hour (£3.83 per 5 minute increment/portion thereof).

3.11 Where a Customer books a wait and return journey, there is no Inclusive Waiting Time between stops and Additional Waiting Time shall be payable by the Customer at the rates set out in clause 3.10(a)-(b) inclusive (as applicable), in respect of waiting time accumulated between the stops.

3.12 For the Airport Services only (excluding Standard Airport Bookings), Addison Lee guarantees that for each Booking accepted by Addison Lee, the Driver will arrive at the Collection Address at the booked pick-up time (the "**On-time Guarantee**"). The On-Time Guarantee is subject to the Grace Period. If the Driver arrives at the Collection Address after the Grace Period (a "**Late Arrival**"), Addison Lee may issue the Customer with a promotional code entitling the Customer to one (1) free airport journey. Where Addison Lee does issue a promotional code, this promotional code shall be the Customer's sole and exclusive remedy for a Late Arrival. A promotional code may be redeemed only up to a maximum total credit of £200.

3.13 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 sub-contractors, 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.

3.14 The Customer acknowledges that Network Services will be provided by Global Fulfilment Partner(s) in locations where Addison Lee does not have Drivers available. The Customer shall request Network Services through the Communication Channels by placing a Booking, which will be received and processed by Addison Lee, acting on behalf of the Global Fulfilment Partner who is the operator. A Booking for Network Services constitutes an offer by the Customer to purchase Network Services in accordance with the Network Services Terms which will be accepted by the Global Fulfilment Partner when the Global Fulfilment Partner accepts the Booking. This creates a contract between the Global Fulfilment Partner, as principal, and the Customer on the Network Services Terms. Except as expressly set out herein, Addison Lee shall not be liable for the Network Services.

3.15 The Customer acknowledges that where Taxi Services are being provided, the Taxi Service Terms set out at Annex 6 shall apply. A Taxi Booking constitutes an offer by the Customer 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), who 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 or any other Addison Lee Group Member shall be liable for the Taxi Services.

3.16 Addison Lee shall check that each Fulfilment Partner maintains motor liability insurance in accordance with the local laws in the Territory in which the Fulfilment Partner provides Services. In addition, Addison Lee may maintain excess and contingent motor liability insurance for third party bodily injury in excess of £5 million for each and every loss where the Booking is fulfilled by a Fulfilment Partner. Such insurance may operate in circumstances where the Fulfilment Partner's insurance arrangements are not, for whatever reason, in full force and effect at the statutory level in the relevant Territory up to the maximum of £5 million for each and every loss.

3.17 In exceptional circumstances, for example where a Passenger is stranded, Addison Lee or a Group Member (as applicable) shall offer to provide the Services using a non-vetted third party private hire or licensed taxi company. In such circumstances, the Customer may choose to decline the Booking and Addison Lee will, subject to clause 10.1, have no other obligation or liability in relation to such Booking.

3.18 Addison Lee shall, with effect from the Effective Date, obtain and maintain during the Term the minimum insurance required by Applicable Law.

3.19 If the Customer or the Passenger leaves any property in a Vehicle, Addison Lee will not be responsible for such property. Where a Driver finds such property, Addison Lee will use reasonable efforts to store the property for three Months and the Customer can contact Addison Lee by sending an email to Lostproperty@addisonlee.com with the booking number or journey information to have the property returned for which a charge may apply. After three Months, Addison Lee may return, sell, destroy or otherwise dispose of the property and Addison Lee shall not be accountable to the Customer for it.

3.20 Where applicable, if a Customer requests a quote under the Access to Work Scheme Account, Addison Lee will provide a quote for the Select Service. In order for the Customer to benefit from the quote, the Customer must book a Select Service only. If the Customer books any Service that is not the Select Service, the quote will not apply and Addison Lee will charge for the relevant Service in the manner outlined in the Terms.

Where the Customer makes a Booking under the Access to Work Account, the Customer remains responsible to Addison Lee for the Charges for that Booking.

3.21 The Customer shall not directly or indirectly resell the Services to any third party for a profit or increase in the Charges and/or Additional Charges without prior written agreement from Addison Lee. Any breach of this clause shall be deemed a material breach of these Terms.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the terms of the Booking are complete and accurate;

(b) co-operate with Addison Lee in all matters relating to the Services;

(c) without prejudice to clause 4.2, ensure that it only allows authorised persons to access and use the Services on its behalf;

(d) comply with, and ensure its Passengers comply with, the Passenger Obligations;

(e) provide Addison Lee, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Addison Lee to perform the Services;

(f) promptly provide Addison Lee with such information as Addison Lee may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(g) provide Addison Lee, on a regular basis, with authorised users' email addresses for the purpose of setting up authorised user profiles on behalf of the Customer, and shall obtain the necessary permissions and consents of the authorised user to share such information with Addison Lee;

(h) provide to Addison Lee an automated HR feed and shall ensure that it has the consent of those personnel included in such HR feed prior to its disclosure to Addison Lee;

(i) work with Addison Lee to successfully onboard the Customer’s authorised users (including travellers and bookers) by providing Addison Lee with consensual and authorised user/employee data (including but not limited to; first name, surname, employee title i.e. MDR, DIR, VP, AVP etc, work email address, work mobile number and where applicable cost centre/code). Only authorised user profiles will have access to the Services, and where applicable, be subject to any Customer travel policy administration, to ensure account compliance. user/employee data (format/system to be agreed between the Customer and Addison Lee i.e. SFTP, password protected) to be received and uploaded by Addison Lee on a regular basis, to execute necessary updates for leavers, joiners and departmental/role changes;

(j) agree and deploy appropriate internal communications plan to support onboarding of authorised users and provide information on the process and agreement for accessing, booking and using the Services, as set out in these Terms; and

(k) throughout the Term, cooperate with Addison Lee to develop suitable communications to be sent to persons authorised to use the Services to encourage them to download the App to fully benefit from the Services offered.

4.2 Addison Lee shall be entitled to treat any Booking made referencing the Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges and Additional Charges relating thereto.

4.3 If Addison Lee's performance of any of its obligations under these Terms or any contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**"Customer Default"**):

(a) without limiting or affecting any other right or remedy available to it, Addison Lee shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Addison Lee's performance of any of its obligations;

(b) Addison Lee shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Addison Lee's failure or delay to perform any of its obligations as set out in this clause 4.3; and

(c) the Customer shall reimburse Addison Lee on written demand for any costs or losses sustained or

incurred by Addison Lee arising directly or indirectly from the Customer Default.

4.4 The Customer represents, warrants and undertakes that:

(a) it has the power and is duly authorised to enter into, perform and comply with its obligations including, for the avoidance of doubt, procuring compliance by itself and its Passengers with the Passenger Obligations, under these Terms;

(b) these Terms are executed by an authorised representative of the party;

(c) it has obtained and shall maintain for the duration of these Terms all regulatory consents, licences, registrations and approvals necessary for it to comply with its obligations under these Terms;

(d) its entry into these Terms and its performance of and compliance with its obligations under these Terms does not violate any restriction imposed by any Applicable Law, or the Customer's memorandum, or articles of association, or any other agreement to which it is a party;

(e) it has the financial resources necessary to meet its obligations under these Terms;

(f) no circumstance described in clause 12.2(c) has occurred in respect of the Customer during the 12 Months preceding the Effective Date; and

(g) it shall ensure that its Account, which may contain payment card details, shall not be shared with any unauthorised persons (including unauthorised users of the related payment card), and that it shall be responsible for any Bookings made in connection with its Account.

4.5 The Customer acknowledges and agrees that Addison Lee or any third party on Addison Lee's behalf may from time to time contact Passengers directly for feedback in order to improve the Services and the customer experience. A Passenger may decline to provide such feedback at its sole discretion.

4.6 The Customer undertakes to each of Addison Lee and its Group Members that it shall not (and shall procure that no member of the Customer's Group shall) at any time during the period of 24 Months commencing on the Effective Date, offer employment to, enter into a contract for the services of, or otherwise entice or attempt to entice away from Addison Lee or any of its Group Members, any person who had been employed or directly or indirectly engaged by Addison Lee or any of its Group Members, or procure or facilitate the making of any such offer or attempt by any other person.

4.7 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.

5. CHARGES AND PAYMENT

5.1 The Customer shall pay the Charges, the Additional Charges and the Priority Fee (where applicable) in relation to the Services.

5.2 Addison Lee reserves the right to increase the Charges, the Additional Charges and the Priority Fee and to vary any other discounts provided to Customers from time to time in its sole discretion including after a Booking is made and including without limitation to reflect changes in law, statute, regulation, taxation statutory instrument and directives.

5.3 Priority Gold Account Holders and Priority Gold Exclusive Account Holders shall pay a Priority Fee of 10% of the Charges in relation to each Booking for Passenger Services.

5.4 Priority Gold Account Holders and Priority Gold Exclusive Account Holders shall receive a discount of £1.00 for each Booking of Passenger Services made using the Site or the App. For the avoidance of any doubt, the £1.00 discount for journeys booked using the Site or App shall not apply to any Additional Charges incurred (such as deviations to the original journey). Addison Lee may, at its sole discretion, offer additional discounts to Priority Gold Account Holders and Priority Gold Exclusive Account Holders from time to time.

5.5 Priority Account Holders and Priority Plus Account Holders shall pay such Priority Fee and receive such discounts (if any) as may be determined by Addison Lee from time to time.

5.6 During a Strike and for a period of 12 hours thereafter, Addison Lee will, without further notice to you, apply an additional £5.00 charge on all Passenger Services except Taxi Services.

5.7 Addison Lee also reserves the right to charge a disruption charge during a Disruption Event and for a period of 12 hours thereafter on all Passenger Services except Taxi Services subject to providing notice of any disruption charge prior to the journey taking place. This may be after the Booking was made in which case the Customer will be given the option to cancel the Booking within a reasonable timeframe without any applicable cancellation fees.

5.8 On a particular date in the calendar year, Addison Lee will apply an additional £1.00 charge on all Bookings that take place on that date which will be donated to the Sponsored Charity. Addison Lee will notify the Customer in advance, specifying the date, the name of the Sponsored Charity and an option for the Customer to opt-out of the charge. If the Customer does not opt-out, the charge will be deemed agreed and automatically applied against all Bookings made on the Account that take place on the specified date.

5.9 Payment shall be made in accordance with the Payment Terms in the Service Description.

5.10 If a Booking is cancelled, prior to completion of the Services, the Cancellation Process as set out in the Service Description shall apply.

5.11 Unless otherwise expressly provided in these Terms, all amounts referred to in these Terms are exclusive of value added tax ("**VAT**") or other applicable sales tax which, where chargeable by Addison Lee, shall be payable by the Customer at the rate and in the manner prescribed by Applicable Law. All amounts referred to in these Terms are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to Addison Lee's income), which the Customer shall be additionally liable to pay to Addison Lee.

5.12 If the Customer fails to make a payment due to Addison Lee or any Addison Lee Group Member under the Contract, or these Terms, by the due date, then, without limiting Addison Lee's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time. In the event of any dispute as to the amount of an invoice, the Customer shall pay the amount in full pending the resolution of such dispute and Addison Lee shall make any adjustment due immediately upon such resolution.

5.13 All amounts due under the Contract and/or these 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).

6. GOVERNANCE AND REPORTING

6.1 In connection with providing the Services, Addison Lee shall provide such Reporting as set out in the Service Description.

6.2 The parties shall, prior to the Effective Date, appoint Representatives who shall be:

(a) in relation to Addison Lee, responsible for the co-ordination of all matters relating to the provision of Services to ensure that they are properly managed; and

(b) in relation to the Customer, responsible for the co-ordination of all matters relating to the receipt of the Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights belonging to a party prior to the Effective Date, 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.

7.2 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 trade marks or brands shall be used by the other party for any purpose without the other party's prior written consent.

7.3 All Intellectual Property Rights in or to the AL System shall remain vested in Addison Lee or the relevant Addison Lee Group Member.

7.4 Where the Customer uses the AL System to receive the Services, Addison Lee or the relevant member of the Addison Lee Group (as applicable) grants to the Customer a royalty-free, non-exclusive, revocable, worldwide, non-transferable, non-sub licensable licence for the Term to use the AL System and App for the sole purpose of receiving the Services.

7.5 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Addison Lee ("**Developments**"). The Customer assigns 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.

8. DATA PROTECTION AND DATA PROCESSING

8.1 Each party shall:

(a) at all times during the term of these Terms, 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 under these Terms; and

(c) notify each other of an individual within its organisation authorised to respond from time to time to enquiries regarding personal data.

8.2 Subject to clause 8.7, Addison Lee:

(a) acknowledges that, in respect of Processed Data, as between the parties, it acts as a processor; and

(b) shall ensure that all Addison Lee personnel who have access to and/or process Processed Data are obliged to keep the personal data confidential.

8.3 Addison Lee:

(a) shall only process Processed Data in accordance with these Terms and the Customer's instructions as set out in these Terms and as issued from time to time ("**Processing Instructions**") (which the Customer shall ensure are compliant with the Data Protection Legislation). For the avoidance of doubt, these Terms constitutes the Customer's instructions to Addison Lee and its Group Members, and Addison Lee is further instructed to:

(i) process personal data to communicate directly with data subjects for the purpose of providing and promoting the Services;

(ii) process personal data to communicate directly to data subjects for the purpose of promoting consumer services, and the Customer warrants that it has attained appropriate consents for this communication;

(iii) process personal data to communicate directly with data subjects for the purpose of requesting that data subjects participate in surveys to improve customer experience;

(b) if Applicable Law requires it to process Processed Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Processed Data (unless Applicable Law prohibits such information on important grounds of public interest);

(c) shall inform the Customer if Addison Lee becomes aware of a Processing Instruction that, in Addison Lee's opinion infringes Data Protection Legislation, provided that, this provision is without prejudice to clauses 8.1 in respect of the Customer, and clause 8.9;

(d) shall provide reasonable cooperation and assistance to the Customer in ensuring compliance with:

(i) the Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation as they relate to these Terms;

(ii) the Customer's obligations set out under Articles 32 – 36 of the GDPR to:

(A) ensure the security of the processing;

(B) notify the relevant Supervisory Authority and any data subjects, where relevant, of any Personal Data Breach;

(C) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of Processed Data; and

(D) consult the relevant Supervisory Authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;

(e) notify the Customer without undue delay on becoming aware of a Personal Data Breach in respect of Processed Data processed under these Terms;

(f) shall make available to the Customer all information reasonably required by the Customer to demonstrate Addison Lee's compliance with its obligations set out in this clause 8 and allow and co-operate with any data protection audits and inspections conducted by the Customer or another auditor mandated by the Customer, provided that reasonable prior notice is provided, and no more than one such audit or inspection is conducted during any 12-Month period unless mandated by a Supervisory Authority;

(g) taking into account the nature of and risks associated with the type of personal data collected or used in connection with the Services, shall have in place appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data by or on behalf of Addison Lee including where appropriate data protection by default and/or by design measures, and all other such measures as may be agreed between the parties; and

(h) at the written direction of the Customer, delete or return Processed Data and copies thereof to the Customer on termination of these Terms unless required by Applicable Law and/or permitted under applicable Data Protection Legislation to store the Processed Data.

8.4 The provision of the Services may require the transfer of personal data to countries outside the EEA from time to time. Subject to clause 8.5, Addison Lee and its sub-processors shall not, without the prior written consent of the Customer, transfer any Processed Data to a country or territory outside the EEA unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation.

8.5 Customer hereby grants to Addison Lee general authorisation for sub-processing (including, without limitation, Group Members, Fulfilment Partners and/or Aggregators), provided that:

(a) Addison Lee and the sub-processor enter into a contract on terms substantially as protective as this clause 8;

(b) Addison Lee shall keep Customer informed from time to time of any intended changes concerning the addition or replacement of any categories of sub-processors engaged in the provision of the Services by updating https://www.addisonlee.com/subprocessors/ (the "**Subprocessor Domain**"), giving Customer the opportunity to object to such changes on reasonable grounds of non-compliance or material risk of non-compliance by the Customer with Data Protection Legislation by notifying Addison Lee of its objections in writing within 7 calendar days of the notification; and

(c) Addison Lee shall remain fully liable to the Customer for the performance of the sub-processor's obligations.

8.6 The parties acknowledge that the types of personal data processed pursuant to these Terms (i.e. Processed Data) (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in Annex 1.

8.7 If and to the extent, Addison Lee is a data controller in relation to personal data collected under these Terms, Addison Lee shall comply with the applicable provisions of the Data Protection Legislation.

8.8 The Customer may provide Addison Lee with staff personal data for the purpose of on-boarding such staff to allow them access to the Service. The Customer warrants that it shall have the appropriate lawful basis for obtaining and providing such staff personal data to Addison Lee.

8.9 The Customer warrants, that in relation to all Processed Data, the Customer shall have the appropriate lawful basis for the personal data of the relevant data subject to be shared with Addison Lee and, if relevant, any of the Fulfilment Partner(s).

9. MODERN SLAVERY ANTI-BRIBERY AND ANTI-CORRUPTION

9.1 Addison Lee shall:

(a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**);

(b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

9.2 For the purpose of this clause 9, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

9.3 Addison Lee shall adhere to its Modern Slavery Statement as updated from time to time and available here: https://www.addisonlee.com/modern-slavery-statement/.

10. LIMITATION OF LIABILITY

10.1 Neither party'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 Terms; or
(d) for any other liability which may not lawfully be excluded or limited;

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

10.2 Subject to clause 10.1, neither party or its Group Members 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 these 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 clause 10.2, 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 clauses 10.2(a) and (b) shall not apply to any loss suffered by Addison Lee and its Group Members in the event of the Customer's wrongful termination of these Terms.

10.3 Subject to clause 10.1, neither Addison Lee nor its Group Members shall 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 Services in breach of these Terms; and/or (b) any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information.

10.4 The parties agree that the Limitation of Liability section of the Service Description shall apply to any liability arising out of or in connection with these Terms or any Contract.

10.5 Except as expressly set out in these Terms and subject only to clause 10.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Services or to anything supplied or provided by Addison Lee or any Group Member under these Terms.

10.6 This clause 10 shall survive termination of these Terms.

11. CONFIDENTIALITY

11.1 Each party shall:

(a) keep confidential all Confidential Information of the other party which it receives in connection with these 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 these 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 Terms;

(e) subject to clause 11.2, 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 Terms and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 11);

(f) promptly, upon request and, in any event, upon termination of these Terms (for whatever reason), 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; and

(g) in relation to Addison Lee only, procure that its Drivers agree to confidentiality provisions at least as restrictive as those in this clause 11.1.

11.2 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).

11.3 Either party shall be permitted to issue any press release in relation to the subject matter of these Terms or any marketing or publicity materials including reference to the subject matter of these Terms but excluding Confidential Information herein.

11.4 From time to time, the Customer may be asked by Addison Lee or any third party on Addison Lee's behalf to:

(a) participate in Addison Lee case studies; and/or
(b) provide testimonials; and/or
(c) provide feedback, such as ratings or comments to Drivers; and/or
(d) participate in surveys, to improve the customer experience

provided that any testimonials provided and/or any content used in a case study shall be subject to the Customer's prior written approval before being published in any external materials or communications.

11.5 Subject to obtaining the Customer's prior written consent, Addison Lee may use the Customer's name, trade mark, service mark, logo, domain name, URL or other identifier in publicity releases, interviews, marketing materials, public announcements or advertising.

12. TERM AND TERMINATION

12.1 These Terms shall commence on the Effective Date and shall continue indefinitely unless and until terminated by either party in accordance with this clause 12.

12.2 Either party may terminate these Terms and/or any uncompleted Booking by giving the other written notice if:

(a) the other materially breaches any term of these Terms and it is not possible to remedy that breach;

(b) the other materially breaches any term of these Terms (which, in the case of the Customer, shall include non-payment of any invoiced amount that is due and owing) and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so; or

(c) the other suffers or undergoes or becomes insolvent, makes a composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so.

For the purposes of this clause 12.2 in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

13. CONSEQUENCES OF TERMINATION

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

13.2 Termination of these Terms and/or any Booking for any reason will not affect:

(a) any accrued rights or liabilities which either party 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.

13.3 On termination of these Terms the Customer shall immediately pay to Addison Lee all of Addison Lee's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Addison Lee shall submit an invoice, which shall be payable by the Customer immediately on receipt.

13.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

14. TUPE

14.1 Notwithstanding that the parties do not envisage that TUPE will apply on the commencement or termination of the Services or to any part of the Services, if TUPE does apply or is alleged to apply so as to transfer the employment of the Transferring Employees from Addison Lee to the Customer, at any stage:

(a) Addison Lee shall perform and discharge all its obligations in respect of all Transferring Employees for its own account up to and including the Service Transfer Date. Addison Lee shall indemnify the Customer for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Customer in relation to:

(i) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees payable in respect of any period on or before the Service Transfer Date; and
(ii) any act or omission of Addison Lee in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE except to the extent that the liability arises from the Customer's failure to comply with regulation 11 of TUPE; and
(iii) any act or omission by Addison Lee on or before the Service Transfer Date, or any other matter event or circumstance arising on or before the Service Transfer Date.

(b) The Customer shall indemnify Addison Lee against all claims arising from the Customer's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:

(i) any act or omission by the Customer relating to a Transferring Employee occurring on or after the Service Transfer Date;
(ii) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date; and
(iii) the termination by the Customer of the employment of any of the Transferring Employees.

15. FORCE MAJEURE

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for six Months, the party not affected may terminate these Terms by giving 30 days' written notice to the affected party.

16. GENERAL

16.1 Each party acknowledges that in order to ensure that Services timescales and costs estimates are met, it is important that changes to the Services are properly managed. Accordingly, there is a defined procedure for managing and approving changes to the Services ("**Change Control Procedure**"). This procedure is as follows:

(a) changes may be proposed by either party;

(b) Addison Lee will advise the Customer if any proposed change would (if implemented) be likely to have a material impact on Services timescales and/or the Charges or any other material impact on these Terms. Where possible, Addison Lee will specify the extra time or cost that will result from a proposed change. If a significant amount of work is required to assess the impact of a proposed change, Addison Lee shall provide the price for this assessment work and the parties will then decide whether or not the assessment should be carried out. If such work is carried out, then part of the output of that work will be to specify impact on time and the price of the proposed change;

(c) the parties will consider proposed changes in the light of Addison Lee's recommendations and impact assessment (if any) and will:

(i) agree them for immediate inclusion in these Terms (in which case the parties must also agree any relevant changes to the Services timescales and/or Charges that result);
(ii) provisionally approve them for consideration for inclusion later in these Terms (in which case their inclusion will be subject to agreement at that later stage); or
(iii) reject them; and
(iv) any approved changes and any consequent effects on the Services timescales, Charges and/or responsibilities will be documented and signed by authorised Representatives of each party.

16.2 No failure or delay by a party to exercise any right or remedy provided under these 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.

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

16.4 If any provision or part-provision of these 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 clause shall not affect the validity and enforceability of the rest of these Terms.

16.5 These Terms, any Booking, and any document referred to herein, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6 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 these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

16.7 Unless otherwise stated in the Service Description, 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 Terms without the prior written consent of Addison Lee.

16.8 Addison Lee may at any time assign or transfer any or all of its rights or obligations under these Terms unless otherwise stated in the Service Description.

16.9 Nothing in these Terms is 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.

16.10 Addison Lee may, at its sole discretion, vary these Terms from time to time. Any variation shall be posted on the Addison Lee Site.

16.11 Except as provided in these Terms, a person who is not a party to these 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 Customer acknowledges that any and all any Addison Lee Group Members may enforce these Terms subject to and in accordance with the terms herein. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any other person.

17. NOTICES

17.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the addresses set out in the Service Description in the case of AL and to the address provided when you accepted these Terms in the case of the Customer;
(b) delivered by pre-paid airmail providing proof of postage at the addresses set out in the Service Description in the case of AL and to the address provided when you accepted these Terms in the case of the Customer; or
(c) sent by email to the address set out in the Service Description in the case of AL and to the email address provided when you accepted these Terms in the case of the Customer.

17.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
(c) if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or
(d) if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. GOVERNING LAW AND JURISDICTION

18.1 These 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 and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

ANNEX 1 PROCESSED DATA

For the purposes of clause 8, the parties set out below a description of the Processed Data being processed under these Terms and further detail required pursuant to the GDPR.

1. Types of personal data

Name, title, job title, mobile phone number, email address, business contact details, online account details (e.g. name, email address and any password or username linked to them), online identifiers provided by devices, applications, tools or protocols (e.g. IP addresses, cookie identifiers and location data), private address (including previous residential addresses), private contact details, booking data such as date and time, records of complaints and lost property, bank account or, credit/debit card information, regulatory information, telematics data, geo-location data, wifi usage data, any notes taken to help deliver the ground transportation services and health data (where applicable).

2. Duration of processing

Until the latest of (a) termination of these Terms in accordance with its terms; or (b) the date upon which processing is no longer necessary for the purposes of either party performing its respective obligations under these Terms (to the extent applicable) or (c) processing for the purpose of compliance with Applicable Law and/or regulatory requirements.

3. Nature of processing

Collection, storage, duplication, transfer, electronic viewing, deletion and destruction.

4. Purpose of processing

The provision of ground transportation services, to communicate directly with data subjects for the purpose of providing and promoting the Services, to process personal data to communicate directly to data subjects for the purpose of promoting consumer services, and to process personal data to communicate directly with data subjects for the purpose of requesting that data subjects participate in surveys to improve customer experience.

5. Categories of data subject

Customers, officers, employees and temporary staff of Customer and its Group Members and partners, complainants, correspondents, enquirers, suppliers, advisers, consultants, professional experts and anyone else authorised by the Customer to use the Services.

ANNEX 2 NETWORK SERVICES TERMS

These Network Services Terms govern the provision of Network Services by a Global Fulfilment Partner and form the basis of all Fulfilment Contracts entered into between the Customer and a Global Fulfilment Partner.

1. INTERPRETATION

1.1 All capitalised terms set out in this Annex 3 shall have the meaning set out in the Conditions, unless otherwise stated.

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 Terms 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 Terms, in which case, the provision of the relevant Fulfilment Booking shall prevail.

2. BASIS OF NETWORK SERVICES 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, collects payment from the Customer and offers customer support services 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 Fulfilment Contract for the provision of the Network Services specified in such Fulfilment Booking, subject to these Network Services Terms.

2.3 A Fulfilment Booking constitutes an offer by the Customer to purchase Network Services in accordance with these Network Services 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 details and, where available, the licence plate number, contact details and the private hire vehicle licence number of the driver who shall carry out the Fulfilment Booking (the "**Fulfilment Driver**"), 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, may, in its absolute discretion, 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 and the Service Levels Targets (as set out in the Terms) 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 Partnerreserves 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 Services Terms.

4. CHARGES

4.1 The Customer shall pay the Charges and the Additional Charges in relation to the Network Services.

4.2 Payment shall be made to Addison Lee, on behalf of the Global Fulfilment Partner in accordance with the payment terms set out in the Terms.

4.3 Unless otherwise expressly provided in these Network Services Terms or otherwise in the Terms, all amounts referred to in relation to a Fulfilment Booking are exclusive of value added tax ("**VAT**") or other applicable sales tax which, where chargeable by the Global Fulfilment Partner, shall be payable by the Customer at the rate and in the manner prescribed by Applicable Law. All amounts referred to in these Network Services Terms or otherwise in the Terms are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to the Global Fulfilment Partner's income), which the Customer shall be additionally liable to pay to Addison Lee who shall pass such payment to the Global Fulfilment Partner.

4.4 All amounts due under the Fulfilment Contract and/or these Network 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 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.

(c) notify each other of an individual within its organisation authorised to respond from time to time to enquiries regarding personal data. For the purpose of this clause 6.1 (c) 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.

6.2 The parties acknowledge that the types of personal data processed pursuant to the Network Services Terms (i.e. Processed Data) (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in Appendix 1 to these Network Services Terms.

6.3 The Customer has appointed Addison Lee as a processor in respect to Processed Data and acknowledges and agrees that Addison Lee may provide the Global Fulfilment Partner with Processed Data necessary for the performance by the Global Fulfilment Partner of the Network Services in its capacity as a sub-processor and subject to the Agreement and the obligations of Addison Lee and the Global Fulfilment Partner under Data Protection Legislation.

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 provision of these Network Services Terms or of any Fulfilment Contract would otherwise suggest that this might be the case.

7.2 Subject to paragraph 7.1, neither the Global Fulfilment Partner 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 Fulfilment Contract or these Network 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 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 these Network Services Terms or 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 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.

7.4 Subject to clause 7.1 and 7.2 of these Network Service Terms, the Global Fulfilment Partner's total liability to the Customer, arising out of or relating to these Network Services Terms and/or any Fulfilment 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 as follows:

(a) in relation to any Network Services provided pursuant to a Fulfilment Contract, for all claims arising from, or in relation to, any given event or series of connected events, ten times the amount of the Charges payable by the Customer (whether or not yet paid) to Addison Lee, on behalf of the Global Fulfilment Partner for that Contract.

7.5 This clause 7 shall survive termination of these Terms.

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 these Network 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 Network 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 Network 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 Network 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 Fulfilment Contracts shall automatically terminate in the event that the Terms terminate or expire and/or if 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 Terms, these Network Services Terms or any other Fulfilment Booking (or Booking), but termination of the Terms will automatically terminate all uncompleted Fulfilment Bookings and the Network Services Terms.

10.2 Termination of the Terms, these Network Services Terms or any Fulfilment Booking 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 Target obligations.

12. GENERAL

12.1 No failure or delay by a party to exercise any right or remedy provided under the Network 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 Network 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 Network 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 Network Services Terms.

12.4 The Network Services 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 Services Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Network 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 Network Services Terms or any Fulfilment Contract.

12.7 Nothing in these Network 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 Network 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 Network Services Terms, a person who is not a party to these Network 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 Network Services 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 Terms or these Network Services 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 These Network 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 Network Services Terms or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1 TO NETWORK SERVICES TERMS

Processed Data

For the purposes of clause 8, the parties set out below a description of the Processed Data being processed under the Network Services Terms and further detail required pursuant to the GDPR.

1. Types of personal data

Personal details (title, first name, last name), position, contact information including email address and mobile phone number, location data, employer, passport, driver's licence, goods and services provided, financial information (bank or credit/debit card details), internet protocol address.

2. Duration of processing

Until the latest of (a) termination of these Network Services Terms in accordance with its terms; or (b) the date upon which processing is no longer necessary for the purposes of either party performing its respective obligations under the Network Services Terms (to the extent applicable) or (c) processing for the purpose of compliance with Applicable Law and/or regulatory requirements.

3. Nature of processing

Collection, storage, duplication, electronic viewing, deletion and destruction.

4. Purpose of processing

The provision of ground transportation services.

5. Categories of data subject

Customers, officers, employees and temporary staff of Customer and its Group Members and partners, complainants, correspondents, enquirers, suppliers, advisers, consultants and professional experts.

ANNEX 3 CANCELLATION POLICY

1. You may cancel a UK Booking 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 Servicer 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 +/ 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

2. For international journeys the following cancellation charges also apply. Up to 100% of Charges may be due in cases where cancellations are made outside of the minimum times stated below:

Service	Vehicle Type	Allocation	Cancellation	Cancellation Charges
ASAP	All vehicle types.	A Global Fulfilment Partner or Aggregator (as applicable) has not been allocated to the Passenger Services Booking	Cancellation before allocation	No charge
ASAP	All vehicle types.	A Global Fulfilment Partner or Aggregator (as applicable)has been allocated to the Passenger Services Booking	Cancellation from allocation until 10 minutes after the quoted ETA	100% of the Charges and Additional Charges
			Driver arrives more than 10 minutes after the quoted ETA	No charge
Pre-Booked	All vehicle types.	A Global Fulfilment Partner or Aggregator (as applicable) may or may not have been allocated to the Passenger Services Booking	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	100% of the Charges and Additional Charges

3. For Taxi Services, where you cancel a Booking or you or your Passenger(s) do not appear for the Booking, the following charges shall be payable:

   (a) 100% of the Metered Fare at the point of cancellation; and

   (b) any Additional Charges in respect of that Booking; and

   (c) in respect of airport Bookings, a cancellation charge of £20.00 shall also apply.

4. In all other situations where you cancel a Booking or you or your Passenger(s) do not appear for the Booking,100% of the Charges shall be payable.

ANNEX 4 COURIER TERMS

These terms and conditions govern the provision of Courier Services by Addison Lee and supplement the Terms.

1. Definitions and Interpretation

1.1 In the event of any conflict or inconsistency between these Courier Terms, the Terms (excluding these Courier Terms) and the terms of any Booking made by a Customer, the following shall be the descending order of precedence: first, the Terms (excluding these Courier Terms), second, these Courier Terms and, third, the terms of the relevant Booking, unless any provision of any Booking is expressly agreed in writing by Addison Lee, to override any provision of the Courier Terms or the Terms (excluding these Courier Terms), in which case, the provision of the relevant Booking shall prevail.

1.2 All capitalised terms set out in this Annex 5 shall have the meaning set out in the Terms, unless defined otherwise below:

Card Payment: means payment in relation to a Booking, made by credit card or debit card.

Central London: means the London Postcode areas W1, W2, SW1, NW1, WC1, WC2, EC1, EC2, EC3 and EC4 as may be varied from time to time.

Christmas Period: means between 18:00 on 24 December to 08:00 on 27 December, in any calendar year, and from 18:00 on 31 December to 08:00 on 2 January, in any calendar year.

Courier Cancellation Fee: means the amount payable by you if you cancel a Booking, as set out in Appendix 1 of this Annex 5.

Courier Inclusive Waiting Time: shall have the meaning set out in clause 4.3 of this Annex 5.

International Booking: means a Booking for the delivery of Goods outside of England, Wales or Scotland.

Luton Van: means a Vehicle that is a box van with a tail lift and that can carry up to 1200 kg.

Overnight Booking: means a Booking for the delivery of Goods on the next Business Day or on a Saturday, where agreed by Addison Lee.

Parking Fees: means the parking fee(s) set out in part 1 of Appendix 1 to this Annex 5.

Waiting Time Fee(s): means the waiting time/loading fee(s) set out in part 1 of Appendix 1 to this Annex 5.

We, **we**, **Our**, **our**, **Us** and **us:** means Addison Lee.

Writing and **Written:** means any written communication including email and SMS.

You, you, Your and your: means the Customer.

2. Courier Services

2.1 Subject always to clauses 2.3 and 2.6, we shall use reasonable endeavours to deliver all Goods consigned for delivery to the Destination Address identified in your Booking. Any receipt obtained by us in respect of delivery of the Goods shall be conclusive as to the time and place of delivery.

2.2 During the Christmas Period and in relation to Bookings where the Goods are to be collected and/or delivered on a non Business Day (including where the day of collection and/or day of delivery is a non business day in the territory in which the Goods are to be collected and/or delivered), the timescales for processing such Bookings including the collection of the Goods from the Collection Address and the delivery of the Goods to the Destination Address will be adjusted to the next working day.

2.3 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.

2.4 You are responsible for ensuring that the Goods are made available to the Driver at the Collection Address at the scheduled collection time. Drivers are not required to enter, any residential or other premises in order to collect Goods. For the avoidance of doubt, Drivers shall not be required to cross the threshold of any property when collecting Goods. Goods remaining inside a property shall not be deemed ready for collection. Any additional assistance to collect the Goods that is provided by a Driver shall be at the discretion of the Driver.

2.5 Unless notified to Addison Lee at the time of making the Booking and only where Addison Lee has agreed to undertake delivery in writing, a Driver may decline to accept or proceed with a Booking where s/he reasonably believes that the Goods consigned for delivery weigh more than 20 kg or are of a shape or dimensions that is likely to make lifting or loading difficult.

2.6 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.

2.7 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 the carriage of such Goods;

(c) any Goods, the possession of which is illegal or which it is illegal to export under English Law or the law 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 we have agreed to undertake delivery thereof in writing;

(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 Service Booking and we have agreed to undertake delivery thereof in writing and subject to you having arranged insurance for carriage thereof.

2.8 Should you consign prohibited Goods for delivery as identified above we shall be entitled to return, destroy or otherwise dispose of such Goods as we shall, in our absolute discretion, see fit and we shall have no liability to you whatsoever in respect of such Goods howsoever arising. You agree to indemnify us in respect of all resulting costs, expenses and losses incurred by us.

2.9 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.

2.10 Delivery shall be complete when the Goods are delivered across the threshold on the ground floor of the Destination Address.

2.11 The Charges for a Booking shall not include negotiating stairs at either the Collection Address or the Destination Address.

2.12 We do not insure any Goods consigned for delivery. It is therefore your responsibility to ensure that all Goods are appropriately insured. We accept no liability for any loss or damage to any Goods, except as set out in these Terms.

2.13 Each delivery of Goods shall be accompanied by a physical or electronic delivery note which shows the date of the delivery and any other relevant information. Upon delivery of the Goods at the Destination Address you, having had a reasonable opportunity to inspect the Goods, shall sign a 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 within 24 hours of delivery. If you fail to inform us of any damage within 24 hours of delivery, we shall have no liability to you for any damage caused to the Goods during transit.

2.14 All Goods shall be ready for collection at the time stipulated by the Customer in the Booking. Where neither the Collection Address nor Destination Address is a Restricted Street, we will, other than in relation to pushbike and motorbike Bookings, allow an aggregate of 10 minutes for loading and unloading, based on: (i) the later of the arrival of the Courier Vehicle at the Collection Address; or the booked time for collection; and (ii) the arrival time at the Destination Address.

2.15 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 Booking.

2.16 Where we have agreed to pay (or have paid) any duty, tax or levy arising in delivering the Goods, you agree and shall promptly reimburse us for these payments in addition to the Charges and any Additional Charges payable for the Booking.

2.17 The Customer shall be liable for and shall compensate Addison Lee for any damage caused to a Courier Vehicle by its employees, agents or subcontractors.

2.18 The Customer acknowledges and agrees that Luton Vans must be booked in advance and are subject to availability.

2.19 All Courier Vehicles are subject to availability outside of Business Hours.

2.20 Addison Lee reserves 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. Addison Lee will use reasonable endeavours not to include identifiable images of any persons or details of the Destination Address in the Photo, and the Customer agrees to assist with this so far as is possible.

3. Overnight Bookings and International Bookings

3.1 The Charges payable for Overnight Bookings and International Bookings shall be as quoted to the Customer at the time of booking. The Charges payable are based on the weight and the dimensions (width, depth and length) of the relevant Goods. The dimensions of the Goods shall be divided by 5000 to give the volumetric weight. The Charges payable by the Customer shall be the greater of the volumetric weight or the actual weight of the Goods.

3.2 The Customer may make an Overnight Booking or an International Booking by email or by using the Communication Channels. Overnight Bookings and International Bookings are fulfilled by one or more carefully selected third party fulfilment companies. You shall pay Addison Lee for Overnight Bookings and International Bookings in Pound Sterling.

3.3 The Courier Cancellation Fees set out in part 2 of Appendix 1 to this Annex 5 shall apply to Overnight Bookings and International Bookings.

4. Cancellation

4.1 You may cancel a Booking for the provision of Courier Services without charge if the Driver has not yet been allocated to the Booking, as notified to the Customer in the App and/or by SMS.

4.2 If a Courier Vehicle:

(a) has been allocated to a Booking with a Collection Address outside of the north or south circular boundary in London; and

(b) the Driver has commenced the journey to the Collection Address outside of the north or south circular boundary in London; and

(c) you instruct us to cancel the Booking

you will be liable to pay i) a Courier Cancellation Fee and ii) a mileage fee for the distance travelled by the Courier Vehicle at the time the cancellation takes place.

4.3 If a Courier Vehicle:

(a) has been allocated to a Booking with a Collection Address outside of the north or south circular boundary in London; and

(b) the Driver has arrived at the Collection Address which is outside of the north or south circular boundary in London; and

(c) you instruct us to cancel the Booking

100% of the cost of the Booking shall be payable by you.

4.4 You acknowledge that if you change the Collection Address after the Courier Vehicle has been allocated, such Booking will be cancelled by us and you shall be liable to pay a Courier Cancellation Fee.

4.5 In all other situations where you cancel a Booking, a Courier Cancellation Fee shall be payable by you.

4.6 In all other situations where the Goods are not ready for consignment at the Collection Address at the scheduled time of collection, 100% of the cost of the Booking shall be payable by you.

5. Charges and Payment

5.1 All Bookings for Luton Vans shall be charged on an hourly basis. When a Customer books a Luton Van the quotation shall include the hire of the Luton Van for one hour plus the mileage for the requested journey. In the event that the Booking takes more than one hour, the Customer shall be charged an additional fee of £52 plus VAT for each hour or part thereof.

5.2 Additional Charges are payable:

(a) for a change to the Collection Address and / or the Destination Address or Courier Vehicle type;

(b) if you require the Courier Vehicle to wait at or between the Collection Address and/or Destination Address;

(c) if the Goods contaminate or damage a Courier 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 deliveries to remote areas outside of the standard rates for International Bookings and/or Overnight Bookings; and/or

(f) where applicable, for Parking Fee(s), Waiting Time Fee(s), Courier Cancellation Fees and/or in respect of International Bookings and Overnight Bookings and are as set out in Appendix 1 to this Annex 5.

5.3 Other than in relation to motorbike and pushbike Bookings, each Customer shall have 10 minutes inclusive waiting time ("**Courier Inclusive Waiting Time**") for each Booking. Waiting time shall be charged from the 11th minute onwards.

5.4 In the event that the Customer exceeds the Courier Inclusive Waiting Time, the Customer shall pay for any additional waiting time thereafter, in addition to the Charges and, where applicable, the Additional Charges for the Booking. Any waiting time in excess of the Courier Inclusive Waiting Time will be charged per hour, and

payable in one minute increments for the applicable Courier Services taken in accordance with the Waiting Time Fees set out in part 1 of Appendix 1 to this Annex 5.

6. Liability

6.1 The parties agree that the Limitation of Liability section of the Service Description shall not apply to any liability arising out of or in connection with these Courier Terms or any Contract and that Addison Lee's liability to the Customer shall be limited to the cost price of the relevant Goods rather than the retail value of the relevant Goods.

APPENDIX 1 TO COURIER TERMS

ADDITIONAL CHARGES – COURIER SERVICES

1. Waiting Time Fees

The following waiting time charges apply (per hour)	
Pushbike	£25.00 plus VAT
Motorbike	£25.00 plus VAT
Parcel Van/Car	£25.00 plus VAT
Small Van	£25.00 plus VAT
Transit Van	£30.90 plus VAT
Priority Motorbike	£25.00 plus VAT
Priority Parcel Van/Car	£25.00 plus VAT
Priority Small Van	£25.00 plus VAT
Priority Transit Van	£30.90 plus VAT
Direct Bike	£15.60 plus VAT
Direct Parcel/Car	£33.60 plus VAT
Direct Small Van	£36.00 plus VAT
Direct Transit Van	£52.00 plus VAT

2. Courier Cancellation Fees

Pushbike	£6.45 plus VAT
Motorbike	£6.45 plus VAT
Parcel Van/Car	£10.70 plus VAT
Small Van	£10.80 plus VAT
Transit Van	£21.45 plus VAT
Direct and Priority Motorbike	£13.80 plus VAT
Direct and Priority Parcel Van/Car	£13.85 plus VAT
Direct and Priority Small Van	£14.65 plus VAT
Direct and Priority Transit Van	£27.00 plus VAT

Thereafter the charge will be dependent on the cancellation and/or the location of the Driver or Fulfilment Partner at the time the cancellation request is received up to a maximum total of 100% of the quoted booking charge excluding any additional charges such as Waiting Time Fee and Parking Fee.

3. Luton Van Charges

Waiting time	N/A
Additional hourly rate	£52.00 plus VAT*
Cancelled on arrival	£42.00 plus VAT

*If a job from W1 to W1 takes longer than 60 minutes, an additional £40 is chargeable.

4. Additional Charges for Overnight Bookings and International Bookings are as follows:

Overnight Courier: Late collection surcharge (after 5pm): £7.50 plus VAT
International: Late collection surcharge (after 5.30pm): £30.00 plus VAT
Collections outside of central London may incur a surcharge depending on location.

5. 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. 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 prices are exclusive of VAT.

ANNEX 5 EVENT GROUND TRANSPORTATION TERMS

1. Definitions and Interpretation

1.1 In the event of any conflict or inconsistency between these Event Ground Transportation Terms, the Terms (excluding these Event Ground Transportation Terms) and the terms of any Booking made by a Customer, the following shall be the descending order of precedence: first, these Event Ground Transportation Terms, second, the Terms (excluding these Event Ground Transportation Terms), and, third, the terms of the relevant Event Booking, unless any provision of any Event Booking is expressly agreed in writing by Addison Lee, to override any provision of these Event Ground Transportation Terms or the Terms (excluding these Event Ground Transportation Terms), in which case, the provision of the relevant Event Booking shall prevail.

1.2 All capitalised terms set out in this Annex 5 shall have the meaning set out in the Terms, unless defined otherwise below:

Coach Services: means the provision of one or more coaches to transport Passengers at an Event, as more particularly described in the Statement of Work.

Deposit: means the deposit (if any) payable by the Customer to Addison Lee to secure an Event Booking as notified to the Customer by Addison Lee and as set out in the Statement of Work.

Event: means an event organised by a Customer, details of which are set out in the Statement of Work.

Event Booking: means the Customer's order for Event Services as set out in the Statement of Work and as communicated to Addison Lee or a Group Member via email (events@addisonlee.com) and made using the Customer Account Number.

Event Cancellation Fee: means the amount payable by you if you cancel an Event Booking, as set out in the Statement of Work.

Event Cancellation Policy: means the event cancellation policy set out in the Statement of Work.

Event Charges: means the charges payable by the Customer for the Event Services in accordance with clause 5 and as set out the Statement of Work.

Event Parking Fees: means the event parking fees payable by you in relation to each Event Booking as set out in the Statement of Work.

Event Price List: means the price list setting out the Event Charges as set out in the Statement of Work.

Event Services: means the services to be provided by Addison Lee at an Event as detailed in the Statement of Work and which may include, without limitation, the provision of (i) Passenger Services and/or Coach Services, (ii) ground transportation project management services, and/or (iii) onsite coordinators and/or (iv) consultancy services.

Event Waiting Time Fee(s): means the waiting time fee(s) set out in the Statement of Work.

Statement of Work: means the statement of work for an Event which may be provided by the Customer or by Addison Lee.
We, **we**, **Our**, **our**, **Us** and **us:** means Addison Lee.

Writing and **Written:** means any written communication including email and SMS.

You, you, Your and your: means the Customer.

2. Event Bookings

2.1 To make an Event Booking the Customer shall provide a completed Statement of Work to Addison Lee, pay a Deposit (where applicable) and provide any further information requested by Addison Lee. An Event Booking shall only be accepted by Addison Lee when Addison Lee issues written confirmation of acceptance to the Customer attaching the agreed Statement of Work. Notwithstanding the foregoing, where a Deposit is payable by the Customer, an Event Booking shall not be deemed to be accepted by Addison Lee until the Customer has paid the Deposit in full in cleared funds to the bank account nominated in writing by Addison Lee.

2.2 Any power point presentations, advertising or documents outlining Addison Lee's operational capability produced by Addison Lee and any descriptions or illustrations contained in Addison Lee's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Event Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.3 Addison Lee shall or shall procure that the Event Services are provided for the duration set out in the Statement of Work or as otherwise agreed by Addison Lee in writing. Each Event Booking shall constitute a separate contract for the provision of the Event Services specified in such Event Booking, subject always to the terms of the Terms.

2.4 The Customer is responsible for ensuring that the terms of an Event Booking are complete and accurate. The Customer shall notify Addison Lee in writing within one Business Day of receipt of any error in the Statement of Work which shall be attached to the written acceptance of the Event Booking provided by Addison Lee pursuant to clause 2.1. If no such notice is provided then the written acceptance of the Event Booking shall be deemed to be accurate and any change shall be subject to the provisions of paragraph 4 of this Annex 6.

2.5 Following the conclusion of an Event and where requested by Addison Lee, the Customer shall provide quality and service assurance feedback on the Event to Addison Lee or an Addison Lee Group Member.

3. Deposit

3.1 The Customer shall make payment of the Deposit (where applicable) as soon as possible after execution of this Agreement and in any event within two (2) Business Days or such other period as may be agreed in writing by Addison Lee. If the Customer fails to pay the Deposit within the required time period stipulated by Addison Lee then this Agreement shall terminate with immediate effect and Addison Lee shall have no liability to the Customer.

3.2 In the event that the Customer cancels an Event Booking which includes Coach Services, 7 or fewer days before the start date of the Event (as set out in the Statement of Work), Addison Lee shall be entitled to retain the Deposit in full.

3.3 In the event that the Customer cancels an Event Booking which includes Coach Services, 8-14 days before the start date of the Event (as set out in the Statement of Work), Addison Lee shall be entitled to retain 50% of the Deposit.

3.4 In the event that the Customer cancels an Event Booking which does not include Coach Services, 5 days or fewer before the start date of the Event (as set out in the Statement of Work), Addison Lee shall be entitled to retain the Deposit in full.

3.5 In the event that the Customer cancels an Event Booking which does not include Coach Services, 6-10 days before the start date of the Event (as set out in the Statement of Work), Addison Lee shall be entitled to retain 50% of the Deposit in full.

4. Changes to the Statement of Work

4.1 The Customer may only make changes to the Statement of Work, following its acceptance by Addison Lee in accordance with clause 2.1, with Addison Lee's prior written consent.

4.2 Addison Lee will advise the Customer if any proposed change would be likely to have a material impact on timescales and/or the Event Charges or any other material impact on this Agreement.

4.3 Any changes approved by Addison Lee in writing and any consequent effects on the Event Services timescales, Event Charges and/or responsibilities will be reflected in a revised Statement of Work which shall be signed by authorised representatives of each party.

5. Charges, Additional Charges and Payment

5.1 The Customer shall pay the pay the Event Charges, the Additional Charges, the Deposit (where applicable) and the Priority Fee (where applicable) in relation to the Event Services.

5.2 Addison Lee shall provide an invoice in relation to all Event Charges, Additional Charges and where applicable the Priority Fee payable for an Event Booking after the Event has ended.

5.3 The Customer shall pay each invoice to Addison Lee within 30 days of the date of the invoice unless otherwise agreed in writing with Addison Lee.

5.4 The following Additional Charges are payable:

(b) all tolls, gratuities and any other road related charges;

(c) any additional drop-offs, pick-ups or route changes outside of the original Event Booking shall be charged as set out in the Event Price List;

(d) A Greener Future Payment of £2.50 plus VAT for each journey that forms part of the Event Booking;

(e) for a change to the Collection Address and / or the Destination Address, Passenger Vehicle type or number of Passenger Vehicles or Coaches required;

(b) if you require the Passenger Vehicle to wait at or between the Collection Address and/or Destination Address; and/or

(f) where applicable, for Event Waiting Time Fee(s), and/or Event Cancellation Fees and/or Event Parking Fees as set out in the Statement of Work.

5.5 If an Event Booking is cancelled, prior to completion of the Event Services, the Event Cancellation Policy shall apply.

6. Liability

6.1 The parties agree that the Limitation of Liability section of the Service Description shall not apply to any liability arising out of or in connection with these Event Ground Transportation Terms or any Event Booking and that Addison Lee's liability to the Customer in respect of an Event Booking shall be limited to the Event Charges payable by the Customer in respect of the Event Booking.

ANNEX 6 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 on behalf of CCL, collects payment from the Customer and offers customer support services 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

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, in accordance with the payment terms set out in the Terms.

4.3 Unless otherwise expressly provided in these Taxi Services Terms or otherwise in the Terms, all amounts referred to in relation to a Taxi Booking are exclusive of value added tax ("**VAT**") or other applicable sales tax which, where chargeable by either the Taxi Driver or Addison Lee, shall be payable by the Customer at the rate and in the manner prescribed by Applicable Law. All amounts referred to in these Taxi Services Terms or otherwise in the Terms are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to the Taxi Driver's income), which the Customer shall be additionally liable to pay to Addison Lee who shall pass such payment to the Taxi Driver.

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

(c) notify each other of an individual authorised to respond from time to time to enquiries regarding personal data. For the purpose of this clause 5.1(c) the Customer acknowledges and agrees that the Taxi Driver 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 Taxi Contracts on the Taxi Driver's behalf having consulted with the Taxi Driver at all times.

5.2 The parties acknowledge that the types of personal data processed pursuant to the Taxi Services Terms (i.e. Processed Data) (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in Annex 1 of the Conditions.

5.3 The Customer has appointed Addison Lee as a processor in respect to Processed Data and acknowledges and agrees that Addison Lee may provide Addison Lee Group Members or the Taxi Driver with Processed Data necessary for the performance by the Taxi Driver of the Taxi Services subject to the Agreement and the obligations of Addison Lee and the Taxi Driver under Data Protection Legislation.

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 6.1, 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 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.

6.4 Subject to clause 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.

6.5 This clause 6 shall survive termination of these Terms.

7. TRANSPORTATION OF GOODS

7.1 The Customer, nor any Passenger, 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 or a Passenger does use the Taxi Services for the transportation of goods, clauses 2 and 6 of the Courier Terms included at 0 of the Conditions, shall apply as applicable. In the event of any inconsistency between these Taxi Services Terms and clauses 2 and 6 of the Courier Terms, these Taxi Services Terms shall apply.

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, the 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 TAXI SERVICES TERMS

TAXI CHARGES

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.

	Amount	**Explanation**
Metered Fare	Variable	This is based on the Transport for London Black Taxi meter tariffs, as set out at https://tfl.gov.uk/modes/taxis-and-minicabs/taxi-fares/tariffs#on-this-page-0 (or such other place on the Transport for London website as the same shall be located from time to time).
Minimum Price	£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.
Driver Gratuity	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 customer.relations@addisonlee.com.
Service Fee	£2.50 - £15.00 plus VAT	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.
Running Charge	up to £15.00 plus VAT	A fee to cover the distance the Driver has to travel to collect the Passenger at the Collection Address.
Additional Charges	Variable	Such Additional Charges as are set out in the Price List and the Terms.

ANNEX 7 GLOBAL AGGREGATOR BOOKINGS

This Annex 7 applies to all Global Aggregator Bookings. In the event of any conflict or inconsistency between this Annex 7 and the Conditions, this Annex 7 shall prevail.

1. For the purposes of this Annex 7, 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 Fulfiulment 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).

5. Where the Customer or the Passenger 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 or the Passenger shall notify Addison Lee of the Road Traffic Accident in writing to 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 or the Passenger with details of the Fulfilment Provider through which the Global Aggregator Booking was fulfiled within 30 days of the date the Customer provides the information referred to at paragraph 5(a);
    (c) The Customer or the Passenger 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 and the Passenger'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.