

GENERAL TERMS & CONDITIONS – PRIVATE HIRE SERVICES

(London)

TERMS & CONDITIONS

1. APPLICATION

- 1.1 These Terms & Conditions govern the provision of Blacklane Havn UK Ltd services to its Customers and the nature of the relationship between Blacklane Havn UK Ltd and its Customers.
- 1.2 Notwithstanding any other agreements, policies or related documents which these Terms & Conditions reference, Blacklane Havn UK Ltd and its Customers agree these Terms & Conditions represent the totality of the relationship between Blacklane Havn UK Ltd and its Customers.
- 1.3 The Terms & Conditions herein supersede all previous terms and constitute a legally binding agreement between Blacklane Havn UK Ltd and its Customers.

2. DEFINITIONS

- 2.1 "Account" means financial credit offered to an Account Customer by the Company on Fares and Additional Charges governed by the Account Special Terms & Conditions.
- 2.2 "Account Application Form" means the form (or application method) prescribed by the Company to be completed by a Customer for an Account.
- 2.3 "Account Customer(s)" means any person or business requesting or in receipt of an Account from the Company.
- 2.4 "Account Special Terms & Conditions" means those provisions governing an Account at Clause 6.
- 2.5 "Additional Charge(s)" means ancillary monies paid by the Customer (which includes, but is not limited to, surcharges, cancellation charges, parking charges, emission zone charges and congestion charges).
- 2.6 "Communication Software" means a mobile application, accessed using a Mobile Device, which transmits Private Hire Booking details using telecommunication or navigation software (that is to say software or programs capable of sending and / or receiving data in any form (including, but not limited to, credit or debit card payments, voice telephony, cellular data, wireless data, SMS and MMC messages, digital or analogue radio signals)) licensed or otherwise supplied to the Customer for the performance of a Transportation Service.
- 2.7 "Company" means Blacklane Havn UK Ltd of 66 Lincoln's Inn Fields, London, United Kingdom, WC2A 3LH (Company Registration No. 11749648).
- 2.8 "Customer(s)" means any person who makes a Private Hire Booking, including all associated passengers to that private hire booking, for a Transportation Service.
- 2.9 "Fare(s)" means the money paid by a Customer for the provision of a Private Hire Booking and Transportation Service.
- 2.10 "Mobile Device(s)" means a portable wireless handheld device owned by the Customer that enables connection to a telecommunications network for the transmission and receipt of voice, video or other data and can be used in conjunction with the Communication Software.
- 2.11 "Private Hire Booking(s)" means the same as that defined within section 1(4) Private Hire Vehicles (London) Act 1998.
- 2.12 "Private Hire Licensing Law" means, but is not limited to, the Private Hire Vehicles (London) Act 1998, Private Hire Vehicles (London) (Operators' Licences) Regulations 2000, Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003 and Private Hire Vehicles (London PHV Licences) Regulations 2004.
- 2.13 "Private Hire Operator" means the same as that defined within section 1(1)(b) Private Hire Vehicles (London) Act 1998.
- 2.14 "Private Hire Vehicle(s)" means the same as that defined within section 1(1) Private Hire Vehicles (London) Act 1998.

- 2.15 “Private Hire Vehicle Driver(s)” means the same as that required within section 12 Private Hire Vehicles (London) Act 1998.
- 2.16 “Terms” means this document and incorporates any other agreements, policies or related documents referenced herein.
- 2.17 “Transportation Service(s)” means the conveying, using a licensed Private Hire Vehicle driven by a licensed Private Hire Vehicle Driver, a Customer and / or belongings from a collection point to destination point in accordance with a Private Hire Booking made by, for or on behalf of that Customer.

3. NATURE OF RELATIONSHIP – PRIVATE HIRE BOOKING SERVICE(S)

- 3.1 The Company is an incorporated company carrying on an independent business as a Private Hire Operator inviting, and accepting, Private Hire Booking(s).
- 3.2 The Customer is a person making a Private Hire Booking with the Company for Transportation Services.
- 3.3 The Company is principal for the purposes of Regulation 9(14) Private Hire Vehicles (London) (Operators’ Licences) Regulations 2000 (as amended).

4. COMPANY OBLIGATIONS – PRIVATE HIRE BOOKING SERVICE(S)

- 4.1 The Company shall, as a licensed Private Hire Operator, invite and accept Private Hire Bookings in accordance with Private Hire Licensing Law.
- 4.2 The Company shall confirm to the Customer its acceptance of a Private Hire Booking in accordance with Private Hire Licensing Law.
- 4.3 The Company will, in accepting a Private Hire Booking from a Customer, engage a Private Hire Vehicle Driver(s) and Private Hire Vehicle(s) for the Transportation Service(s).
- 4.4 The Company shall determine at its discretion the manner of performance of the Private Hire Booking and Transportation Service(s).
- 4.5 The Company reserves the right, subject to Private Hire Licensing Law (including, but not limited to, the Equality Act 2010 (as amended)), to refuse a Private Hire Booking request or withdraw a Transportation Service.

5. CUSTOMER OBLIGATIONS – PRIVATE HIRE BOOKING SERVICE(S)

- 5.1 The Customer shall ensure all information provided to the Company for a Private Hire Booking is accurate and correct.
- 5.2 The Customer shall pay a Fare to the Company in consideration of the Private Hire Booking and Transportation Service.
- 5.3 The Customer shall pay any Additional Charge(s), howsoever incurred, to the Company, at a reasonable rate specified by the Company from time to time, for the following:
- 5.3.1 Airport parking expenses incurred during the Transportation Service(s).
 - 5.3.2 Cancellation of a Private Hire Booking by the Customer after engagement, or commencement, of the Transportation Service.
 - 5.3.3 Surcharge(s) in respect of the following:
 - 5.3.3.1 Private Hire Booking(s) and Transportation Service(s) requiring transit from or to an airport or railway station.
 - 5.3.3.2 Private Hire Booking(s) and Transportation Service(s) requiring transit on bank holidays (as defined by the Banking & Financial Dealings Act 1971 (as amended)).
 - 5.3.3.3 Private Hire Booking(s) and Transportation Service(s) requiring transit outside of normal business hours.

- 5.3.3.4 Private Hire Booking(s) and Transportation Service(s) requiring transit on a Saturday or Sunday.
- 5.3.3.5 Private Hire Booking(s) and Transportation Service(s) requiring transit during periods of peak demand.
- 5.3.3.6 Private Hire Booking(s) and Transportation Service(s) requiring specific vehicle types (including, but not limited to, executive vehicles).
- 5.3.4 Variations to Private Hire Booking(s) and Transportation Service(s), from that accepted in the original Private Hire Booking, at the request of the Customer.
- 5.3.5 Waiting time resulting from acts or omissions by the Customer during provision of the Transportation Service(s).
- 5.3.6 Soiling of Private Hire Vehicle(s) by the Customer used in the provision of the Transportation Service(s).
- 5.3.7 Acts or omissions by the Customer during provision of the Private Hire Booking(s) and Transportation Service(s) resulting in expense or loss by the Company.
- 5.4 The Customer shall, unless the Customer holds an Account or it is otherwise specified by the Company, make payment of the Fare and Additional Charges upon completion of the Transportation Service by credit or debit card.
- 5.5 The Customer Fares and Additional Charges shall, in the circumstances at Clause 5.4, be collected by the Transportation Service supplier subject to the Customer making or the Company collecting a credit or debit card payment using the Communication Software.
- 5.6 The Customer may raise complaints about the Private Hire Booking or Transportation Service in writing (subject to Private Hire Licensing Law) and submit it to the Company's offices at 66 Lincoln's Inn Fields, London, United Kingdom, WC2A 3LH .

6. ACCOUNT(S) – PRIVATE HIRE BOOKING(S)

- 6.1 The Company offers at its exclusive discretion an Account service to Account Customers for use by Customers of Private Hire Booking(s) and Transportation Service(s).
- 6.2 The Company requires the submission of a prescribed Account Application Form by the Account Customer(s) in a manner satisfactory to the Company.
- 6.3 The Company may, subject to Clause 6.2, accept an Account Customer's Account Application Form and, at its discretion, extend a line of credit on the Fare(s) and Additional Charge(s) incurred by an Account Customer from the Company's provision of Private Hire Booking(s) and Transportation Service(s) to a Customer.
- 6.4 The Account Customer shall be solely responsible for ensuring appropriate security measures are taken to protect the Account service facility against abuse and shall indemnify the Company against such risk.
- 6.5 The Account Customer shall ensure only those personnel specified as authorised by the Account Customer on the Account Application Form shall use the Account service.
- 6.6 The Account Customer shall pay all invoices for Fare(s) and Additional Charge(s), accrued at Clause 6.3, raised by the Company within 30 working days of receipt.
- 6.7 The Account Customer shall pay an administration charge whereupon the Account Customer requests a copy, or otherwise the re-issuing, of an invoice.
- 6.8 The Account Customer shall pay an administration charge and interest at 4% above the Bank of England base rate where the Account Customer fails to make payment by the deadline at Clause 6.6.
- 6.9 The Company may change the terms or arrangements for the provision of the Account Application Form or Account service and may refuse an Account Application Form or Account service credit request at any time for any reason.

6.10 The Company reserves the right to terminate an Account service with immediate effect at any time for any reason.

6.11 The Account Customer(s) obligations under Clause 6 will only cease once all Account payments due to the Company have been settled in full.

7. COMMUNICATION SOFTWARE & USER LICENCE

7.1 The Company agrees to licence for the purposes outlined in Clause 4 to the Customer the Communication Software.

7.2 The Customer agrees to use the Communication Software in accordance with all terms and conditions (including applicable End User Licence Agreement (EULA) or related third party agreements) under which it is supplied and will be liable for all damage and impairment to the Communication Software resulting from actions or omissions by the Customer.

7.3 The Company reserves the right to make changes to the Communication Software licensed to the Customer from time to time and to change the terms on which it is licensed.

8. INTELLECTUAL PROPERTY

8.1 These Terms do not constitute a contract for the sale or transfer of ownership rights of any material (including Communication Software) supplied by the Company to a Customer.

8.2 The Company retains ownership of, pursuant to the Copyright, Designs and Patents Act 1988, any and all material (including Communication Software) supplied by the Company.

9. INSURANCE

9.1 The Company will maintain in respect of the Company's business all necessary insurance policies required by, but not limited to, Private Hire Licensing Law.

9.2 The Customer accepts sole responsibility for ensuring proper insurance coverage for the transit by the Company of any of the Customers goods or items.

10.FORCE MAJEURE

10.1 The Company and Customer shall, upon being affected, forthwith inform the other party of the matters constituting force majeure and keep the other party fully informed of the continuance and of any change of circumstances whilst such force majeure continues.

10.2 The Company shall not be liable for any breach of its obligations resulting from a cause beyond its control including but not limited to fire, weather, strikes, insurrection, riots, embargoes, shortage of materials, delays in transportation, requirements of civil or military authority, war, civil unrest or terrorist action.

10.3 The Company shall not, in the circumstances at Clause 10.2, be liable for any delay in performance or non-performance of any of its obligations due to force majeure.

11.LIMITATION OF LIABILITY

11.1 All implied terms, conditions or warranties are excluded from these Terms to the fullest extent permitted by law.

11.2 Nothing in these Terms limits or excludes the liability of the Company for death or personal injury resulting from negligence by the Company or fraud or fraudulent misrepresentation.

11.3 The Company, subject to Clauses 11.1 and 11.2, shall not be liable to a Customer for any loss of profits or special, indirect or consequential loss, costs, damages, charges or expenses.

11.4 The total liability of the Company in contract, tort or otherwise arising in connection with the performance or contemplated performance of a Service shall in all circumstances be limited to the applicable Fare(s) and Additional Charge(s) for the Service.

12.DATA PROTECTION

- 12.1 The Company will abide by all relevant provisions set out in the General Data Protection Regulation (GDPR) (EU) 2016/679 (as incorporated by the Data Protection Act 2018).
- 12.2 The Company will present the Customer with a copy of the Company's Privacy Policy pursuant to Article 12 General Data Protection Regulation (GDPR) (EU) 2016/679.
- 12.3 The Company is registered with the Information Commissioner's Office (Registration No. ZA553280).

13.JURISDICTION

- 13.1 These Terms are governed by, and subject to, the laws of England.