

**TERMS OF SERVICE – PROJECT TRISTAR LIMITED**

<b>Version Number</b>	<b>1.3</b>
<b>Version Date</b>	<b>30 August 2019</b>

**THESE TERMS**, incorporating the Service Description below, the attached terms and conditions and Annexes, are entered into between Project Tristar Limited (registered number 06434912) ("**Tristar**") and the entity that makes a Booking for Services ("**Customer**").

**SERVICE DESCRIPTION**

<b>Effective Date</b>	The date the Customer first contacts Tristar or any Tristar Group Member to make a Booking for Services
<b>Services</b>	Passenger Services as further set out below
<b>Territory</b>	Global subject to clause 3.11.  Please click <a href="https://www.addisonlee.com/services/global/">https://www.addisonlee.com/services/global/</a> for a list of locations where the Addison Lee Group currently provide Services
<b>Charges</b>	As set out in the Price List
<b>Initial Term</b>	36 Months
<b>Renewal Term</b>	24 Months
<b>Tristar's notice address</b>	Unit 1, Horton Road, West Drayton, UB7 8BQ  With a copy to the Legal Department The Point, 37 North Wharf Road, London W21AF
<b>Tristar Representative</b>	Tristar 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).
<b>Passenger Services</b>	Tristar and/or a Tristar Group Member shall provide or shall procure that the following passenger services are provided: <ul style="list-style-type: none"> <li>• First Service;</li> <li>• Executive Service;</li> <li>• Select Service;</li> <li>• Local Partner;</li> </ul> each of which may involve the use of Fulfilment Partners.  Each in accordance with the applicable KPIs.  Passenger services means the transportation of Passengers (together with any applicable luggage, bicycle or domestic animal) by a Passenger Vehicle from the Collection Address to the Destination Address and shall include Network Services and Platform Services.
<b>Communication Channels</b>	App, Phone, email and Site (where available)

<b>Service Fee</b>	Such percentage of the Annual Spend or Forecasted Annual Spend as the Parties may agree from time to time	
<b>Charges per Booking</b>	As set out in the Price List	
<b>Additional Charges</b>	<ul style="list-style-type: none"> <li>• All tolls and any other road related charges;</li> <li>• Car parking costs as set out at <a href="http://www.addisonlee.com/carparkingcharges/">http://www.addisonlee.com/carparkingcharges/</a>;</li> <li>• Any additional drop-offs, pick-ups or route changes outside of original Booking shall be charged as set out in the Price List;</li> <li>• Cancellation Fee per Booking as set out in Annex 4; and</li> <li>• Waiting Time where the Inclusive Waiting Time and/or the Airport Inclusive Waiting Time are exceeded;</li> <li>• A Greener Future Payment of £1.50 plus VAT for each Booking of Passenger Services. Wheelchair accessible Vehicles are excluded from the Greener Future Payment;</li> </ul> <p>each of which shall be payable per Booking as applicable.</p>	
<b>Cancellation Process</b>	<p>Bookings can be cancelled via the Communication Channels in accordance with the cancellation policy set out in Annex 4.</p> <p>Please refer to Annex 4 for details of the Cancellation Fee payable per Booking.</p> <p>Tristar, or a person acting on behalf of Tristar, reserves the right to cancel a Booking, without compensation to the Customer, in the event of a no show by the Customer provided that Tristar 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.</p>	
<b>Payment Terms</b>	Charges, Service Fee and Additional Charges	<p>The Customer may elect to set up a Credit Account or a Transaction Account.</p> <p>All Accounts are subject to status and completion of pre-authorisation checks which include a search of credit reference agencies.</p> <p>Tristar 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. Tristar will notify the Customer in writing if a credit limit has been applied to the Customer's Account.</p> <p>Where the Customer has selected a Credit Account the Customer may settle such account using direct debit, BACS, credit or debit or purchase card.</p> <p>If the Customer selects a Credit Account, Tristar shall provide a monthly invoice in relation to all Charges incurred within that</p>

		<p>period and, where applicable, the Service Fee payable for that Month.</p> <p>The Customer shall pay each invoice to Tristar within 30 days of the date of the invoice unless otherwise agreed in writing with Tristar.</p> <p>Where the Customer has selected a Transaction Account, the Customer must settle such account by credit or debit card after each job is completed. Tristar shall provide an invoice setting out the Charges and any Additional Charges payable in respect of each Booking after completion of such Booking.</p> <p>The Service Fee shall, where applicable, be included in the Customer's invoice for Services and shall be payable by the Customer within 30 days of the date of the invoice unless otherwise agreed in writing with Tristar.</p>
<b>KPIs</b>	As set out in Annex 2 subject to clause 14 of the Conditions.	
<b>Limitation of Liability</b>	<p>Subject to clauses 9.1 and 9.2 of the Conditions, Tristar's and each Tristar Group Member's total liability to the Customer, 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 or otherwise) shall be limited as follows:</p> <ol style="list-style-type: none"> <li>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 Tristar or the relevant Tristar Group Member for that Contract; and</li> <li>2) in the aggregate under these Terms: £150, so that, subject to clause 9.1 and 9.2, under no circumstances will Tristar, or its Group Members' total liability under or in relation to the Terms, including all Contracts exceed 2) herein.</li> </ol>	
<b>Reporting</b>	<p>Tristar or another Tristar Group Member shall provide the Customer, where agreed, with access to the Portal and with the following information and reports:</p> <ul style="list-style-type: none"> <li>• Digital invoices and job listing in relation to Bookings for three Months prior to the Customer's request.</li> </ul>	
<b>Assignment</b>	<p>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 Tristar's prior written consent.</p>	

# TERMS AND CONDITIONS

## 1. INTERPRETATION

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

### 1.1 DEFINITIONS:

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

**Addison Lee:** means Addison Lee Limited incorporated and registered in England and Wales with company number 01205530 whose registered office is at The Point, 37 North Wharf Road London W2 1AF.

**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 Executive Waiting Time:** shall be as defined in clause 3.8.

**Additional Select Waiting Time:** shall be as defined in clause 3.9.

**Additional Waiting Time:** shall be as defined in clause 3.8.

**Airport Inclusive Waiting Time:** shall be as defined in clause 3.7.

**AL System:** means the information technology facilities or services (including equipment, software and related documentation) owned or licensed by Tristar and/or a Tristar 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.

**Annual Spend:** means the Customer's annual spend, commencing on each anniversary of the Effective Date, with Tristar and each Tristar Group Member.

**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, Chauffeur 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, Chauffeur 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 as communicated to Tristar via the Communication Channels, and made using the Customer Account Number, and which 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.

**Cancellation Fee:** means the sum payable by the Customer for the cancellation of a Booking by the Customer as set out in Annex 4.

**Change Control Procedure:** has the meaning set out at clause 15.1.

**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 Tristar and the Customer (in each case as applicable).

**Chauffeur:** means a professional chauffeur employed by Tristar or a Tristar Group Member who drives a Passenger Vehicle.

**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 and any Passengers.

**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.

**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.

**Data Protection Legislation:** means all applicable legislation for the time being in force in the UK or any part of it, pertaining to data protection, data privacy, data retention and/or data security (including the Data Protection Directive (Directive 95/46/EC) (as may be superseded by the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**")) and the Privacy and Electronic Communication Directive (Directive 2002/58/EC) (as may be superseded by the Regulation concerning the respect for private life and the protection of personal data in electronic communications (Regulation on Privacy and Electronic Communications) 2017/0003 (COD) ("**ePrivacy Regulation**")) and national legislation implementing or supplementing such legislation in the United Kingdom and any applicable member state of the European Union) and all associated codes of practice and other guidance issued by any applicable data protection authority. 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 and any Passengers.

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

**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.

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

**Executive Service:** means a service delivered by Tristar or a Fulfilment Partner which includes an executive chauffeur 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 Tristar or a Fulfilment Partner which includes a chauffeur and 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 carefully selected third party private hire or licensed taxi company on whose behalf Tristar or a Group Member acts as agent to provide the Passenger Services.

**Forecasted Annual Spend:** means the Customer's forecasted annual, commencing on each anniversary of the Effective Date, with Tristar and each Tristar Group Member.

**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.

**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.

**Grace Airport Waiting Time:** shall be as defined in clause 3.7.

**Grace Executive Airport Waiting Time:** shall be as defined in clause 3.7.

**Grace Waiting Time:** shall be as defined in clause 3.6.

**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 and As Directed 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 3.6.

**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).

**KPIs:** has the meaning as set out in Annex 2.

**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.

**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 Fulfilment Partner.

**Network Services Terms:** shall be as set out at Annex 3.

**Passenger(s):** means the Customer and such persons who the Customer shall authorise and/or permit to make 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 Tristar's or a Tristar Group Member's contact centre through which Bookings can be made.

**Platform Services:** means the provision by Tristar 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 Tristar Group's price list as may be amended from time to time and which is available upon request.

**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) Tristar 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.

**Services:** means the Passenger Services supplied by Tristar, a Tristar Group Member or a Fulfilment Partner to the Customer 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 Tristar to the Customer.

**Select Service:** means a service delivered by Addison Lee 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 cab or cycle cab.

**Site:** means the Addison Lee website ([www.addisonlee.com](http://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, Chauffeur or Fulfilment Partner (as applicable) for fifteen, thirty, forty five or sixty minutes.

**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.

**Teenager:** shall mean children aged between 13 and 16.

**Term:** means the Initial Term and any Renewal Term.

**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 Tristar 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 Tristar.

**VAT:** has the meaning as set out in clause 5.5.

**Vehicle:** means a Passenger Vehicle.

**Year:** means a twelve Month period calculated from the Effective Date.

## 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.

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 Tristar 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 the Tristar Group and/or Fulfilment Partners.
- 2.2 The Customer appoints Tristar and Tristar accepts the appointment as the Customer's preferred supplier of the Services.
- 2.3 Tristar 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 when Tristar 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 ("**Contract**").
- 2.5 Where your journey is fulfilled by a driver licensed by Transport for London, Tristar will contact you again via text message, email or push notification from the App, before the start of your journey, to confirm the vehicle licence plate number, the driver's contact details, the driver's private hire vehicle licence number and where a Passenger can receive it, a photo of the driver. Where you make a Booking for Services that is not fulfilled by a driver licensed by Transport for London, Tristar may, upon request, provide you with the name, contact

details and/or vehicle licence plate number of the relevant driver or chauffeur who will be fulfilling the Booking. Tristar in its absolute discretion may decline to accept any Booking.

- 2.6 The Customer may book a Cycle Select+ or a Pet Select+ using the Communication Channels in the locations available. The Customer may only book an accessible vehicle (for wheelchair users) by telephoning Addison Lee's contact centre who will confirm availability for the location requested. The Charges shall be as quoted at the time of making the Booking.
- 2.7 The Snooze Function only applies to Pre-booked App Bookings and is only available in certain locations (as indicated in the App). The Snooze Function is not available for airport Bookings, and may not be used where a Driver, Chauffeur or Fulfilment Partner (as applicable) has already been allocated to the Booking as notified to the Customer in the App and/or by SMS. Use of the Snooze Function does not give the Customer any additional rights to cancel a Booking. Addison Lee accepts no liability to the Customer if the Snooze Function is unavailable.

### 3. SUPPLY OF SERVICES

- 3.1 Tristar 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 Tristar 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 clause 3.11, Tristar 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 Tristar in writing as soon as possible. The Customer must give Tristar a reasonable time to remedy the breach, including (in Tristar's discretion) by re-performing any relevant Services. This will be done without any additional charge to the Customer. If Tristar 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 Tristar will, subject to clause 9.1, have no other obligation or liability in relation to such breach.

- 3.4 Tristar 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 Tristar.
- 3.5 Tristar will not allow unaccompanied Minors to travel alone in a Passenger Vehicle. Tristar 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, Tristar may allow Teenagers to travel unaccompanied, provided that when making a Booking for any unaccompanied Teenager, the Customer must inform Tristar that an unaccompanied Teenager will be travelling. Tristar 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. Tristar does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.
- 3.6 Other than in relation to airport Bookings where the waiting time shall be as set out in clause 3.7 below, each Customer shall have:
- (a) 15 minutes inclusive waiting time ("**Inclusive Waiting Time**") for the Executive Service and the First Service. Waiting time shall be charged from the 16<sup>th</sup> minute onwards and, where chargeable, shall include the Inclusive Waiting Time;

- (b) 5 minutes inclusive waiting time for the Select Service and for the Local Partner Service ("**Grace Waiting Time**"). Waiting time shall be charged from the 6th minute onwards and, where chargeable, shall not include the Grace Waiting Time.
- 3.7 In relation to airport Bookings, the Customer may, without charge, when making a Booking using the App, adjust the pick up time to be a later time than the Customer's estimated flight arrival time. In relation to airport Bookings, the Customer shall have the following airport inclusive waiting time:
- (a) 45 minutes inclusive waiting time for the Executive Service and the First Service in respect of domestic and international flight bookings ("**Grace Executive Airport Waiting Time**");
- (b) 15 minutes inclusive waiting time for the Select Service and the Local Partner Service in respect of domestic flight bookings and 30 minutes inclusive waiting time for the Select Service and the Local Partner Service in respect of international flight bookings ("**Grace Airport Waiting Time**").
- 3.8 In the event that the Customer exceeds the Inclusive Waiting Time, the Customer shall pay for any additional waiting time and the Inclusive Waiting Time thereafter, in addition to the Charges for the Booking. In the event that the Customer exceeds the Grace Executive Airport Waiting Time, the Customer shall pay for any additional waiting time thereafter, in addition to the Charges for the Booking (but shall not pay for the Grace Executive Airport Waiting Time). Any waiting time in excess of the Inclusive Waiting Time and/or Grace Executive Airport Waiting Time (as applicable) will be charged per hour, and payable in 15 minute increments ("**Additional Executive Waiting Time**") as follows:
- (a) Executive Service and First Service: £44 per hour.
- 3.9 In the event that the Customer exceeds the Grace Waiting Time and/or Grace Airport 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 Grace Waiting Time and/or Grace Airport Waiting Time (as applicable) will be charged per hour, and payable in 5 minute increments ("**Additional Select Waiting Time**") as follows:
- (a) Select Service and Local Partner: £33 per hour.
- 3.10 Where a Customer books a wait and return journey, there is no Inclusive Waiting Time or Grace Waiting Time (as applicable) between stops and Additional Executive Waiting Time or Additional Select Waiting Time shall be payable by the Customer at the rates set out in clauses 3.8 and 3.9 (as applicable), in respect of waiting time accumulated between the stops.
- 3.11 Any Tristar Group Member may subcontract all or any part of the Services to any Drivers and/or to any Group Member provided that the acts or omissions of Drivers and Group Members shall, as between Tristar and the Customer be deemed to be the acts or omissions of Tristar for the purposes of these Terms.
- 3.12 The Customer acknowledges that Network Services will be provided by Fulfilment Partner(s) in locations where Tristar does not have Drivers or Chauffeurs available. The Customer shall order Network Services through the Communication Channels by placing a Booking, which will be received and processed by Tristar, acting on behalf of the Fulfilment Partner. A Booking for Network Services constitutes an offer by the Customer to purchase Network Services in accordance with the Network Services Terms. The obligation to provide Network Services creates a Contract between the Fulfilment Partner, as principal, and the Customer on the Network Services Terms. For the avoidance of doubt, Tristar acts as agent on behalf of the Fulfilment Partner (including, without limitation, in relation to receiving and accepting Bookings and collection of the Charges, Additional Charges and/or the Service Fee) and shall not be liable for the Network Services.
- 3.13 Tristar 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, Tristar 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 shall operate in circumstances where the Fulfilment Partner's motor insurance is less than £5 million and/or in the event that the Fulfilment Partner's insurance is not in full force and effect.

- 3.14 In exceptional circumstances, for example where a Passenger is stranded, Tristar 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 Tristar will, subject to clause 9.1, have no other obligation or liability in relation to such Booking.
- 3.15 Tristar shall, with effect from the Effective Date, obtain and maintain during the Term the minimum insurance required by Applicable Law.

#### **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 Tristar 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 Tristar, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Tristar to perform the Services;
- (f) promptly provide Tristar with such information as Tristar may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (g) provide Tristar, 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 Tristar;
- (h) provide to Tristar 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 Tristar.
- (i) work with Tristar to successfully onboard the Customer's authorised users (including travellers and bookers) by providing Tristar 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 Tristar i.e. SFTP, password protected) to be received and uploaded by Tristar 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 Passenger Services, as set out in these Terms.
- (k) throughout the Term, cooperate with Tristar 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 Tristar 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 Tristar'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, Tristar 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 Tristar's performance of any of its obligations;
  - (b) Tristar shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tristar's failure or delay to perform any of its obligations as set out in this clause 4.3; and
  - (c) the Customer shall reimburse Tristar on written demand for any costs or losses sustained or incurred by Tristar 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 11.2(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 Tristar 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 Tristar 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 Tristar or any of its Group Members, any person who had been employed or directly or indirectly engaged by

Tristar or any of its Group Members, or procure or facilitate the making of any such offer or attempt by any other person.

## **5. CHARGES AND PAYMENT**

- 5.1 The Customer shall pay the Charges, the Additional Charges and the Service Fee (where applicable) in relation to the Services.
- 5.2 Subject to providing not less than 30 days' notice, Tristar reserves the right to increase the Charges in line with the percentage increase in the Retail Prices Index in the preceding 12-Month period and such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index during the preceding 12 Month period.
- 5.3 Payment shall be made in accordance with the Payment Terms in the Service Description.
- 5.4 If a Booking is cancelled, prior to completion of the Services, the Cancellation Process as set out at the Service Description shall apply.
- 5.5 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 Tristar, 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 Tristar's income), which the Customer shall be additionally liable to pay to Tristar.
- 5.6 If the Customer fails to make a payment due to Tristar or any Tristar Group Member under the Contract, or these Terms, by the due date, then, without limiting Tristar's remedies under clause 11, 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 5.6 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 Tristar shall make any adjustment due immediately upon such resolution.
- 5.7 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).
- 5.8 Where the Customer continues to use the Services after the expiry of the Initial Term or any Renewal Term (as applicable) and the parties have not entered into a new contract for Services, the Charges payable by the Customer for each Booking shall, with effect from the expiry of the Initial Term or Renewal Term (as applicable), be Tristar's standard business rates from time to time.

## **6. GOVERNANCE AND REPORTING**

- 6.1 In connection with providing the Services, Tristar 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 Tristar, 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 trademarks 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 Tristar or the relevant Tristar Group Member.
- 7.4 Where the Customer uses the AL System to receive the Services, Tristar or the relevant member of the Tristar 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 Tristar ("**Developments**"). The Customer assigns to Tristar, or shall procure the assignment to Tristar 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 Tristar'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, Tristar:

- (a) acknowledges that, in respect of Processed Data, as between the parties, it acts as a processor; and
- (b) shall ensure that all Tristar personnel who have access to and/or process Processed Data are obliged to keep the personal data confidential.

8.3 Tristar:

- (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 Tristar and its Group Members, and Tristar 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 Tristar becomes aware of a Processing Instruction that, in Tristar'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 Tristar'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



Tristar 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, Tristar 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 Tristar general authorisation for sub-processing (including, without limitation, Group Members), provided that:
- (a) Tristar and the sub-processor enter into a contract on terms substantially as protective as this clause 8;
  - (b) Tristar shall keep Customer informed from time to time of any intended changes concerning the addition or replacement of any sub-processors engaged in the provision of the Services, 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, provided that the Customer shall notify Tristar of its objections in writing within 7 calendar days of Tristar's notification; and
  - (c) Tristar 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, Tristar is a data controller in relation to personal data collected under these Terms, Tristar shall comply with the applicable provisions of the Data Protection Legislation.
- 8.8 The Customer may provide Tristar 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 Tristar.
- 8.9 The Customer warrants, that in relation to all Processed Data, the Customer will have all necessary consents of the relevant data subject for their personal data to be shared with Tristar and, if relevant, any of the Fulfilment Partner(s).

## **9. LIMITATION OF LIABILITY**

- 9.1 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.

9.2 Subject to clause 9.1, 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 9.2, 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 9.2(a) and (b) shall not apply to any loss suffered by Tristar and its Group Members in the event of the Customer's wrongful termination of these Terms.

9.3 Subject to clause 9.1, neither Tristar 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.

9.4 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.

9.5 Except as expressly set out in these Terms and subject only to clause 9.1, 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 Tristar or any Group Member under these Terms.

9.6 This clause 9 shall survive termination of these Terms.

## **10. CONFIDENTIALITY**

10.1 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 10.2, 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 10);
  - (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 Tristar only, procure that its Drivers and Chauffeurs agree to confidentiality provisions at least as restrictive as those in this clause 10.1.
- 10.2 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).
- 10.3 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.
- 10.4 From time to time, the Customer may be asked by Tristar to:
- (a) participate in Tristar case studies; and/or
  - (b) provide testimonials; and/or
  - (c) provide feedback, such as ratings or comments to Drivers and Chauffeurs; 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.
- 10.5 Subject to obtaining the Customer's prior written consent, Tristar 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.

## **11. TERM AND TERMINATION**

- 11.1 These Terms shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the Initial Term and thereafter renew automatically for successive Renewal Terms unless and until terminated by either party giving the other not less than 90 days' notice to that effect (such notice not to expire before the end of the Initial Term or then Renewal Term) or in accordance with this clause 11.
- 11.2 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 11.2 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.

## **12. CONSEQUENCES OF TERMINATION**

- 12.1 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.
- 12.2 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.
- 12.3 On termination of these Terms the Customer shall immediately pay to Tristar all of Tristar's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Tristar shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 12.4 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.

## **13. TUPE**

- 13.1 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 Tristar to the Customer, at any stage:
- (a) Tristar 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. Tristar 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 Tristar 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 Tristar 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 Tristar 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.

#### 14. 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 and in the case of Tristar, shall be relieved of its obligations in relation to KPIs as set out in Annex 2. 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.

#### 15. GENERAL

15.1 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) Tristar 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, Tristar 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, Tristar 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 Tristar'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.

15.2 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.

- 15.3 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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 Tristar.
- 15.8 Tristar 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.
- 15.9 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.
- 15.10 Tristar may, at its sole discretion, vary these Terms from time to time. Any variation shall be posted on the Tristar Site
- 15.11 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 Tristar 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.

## **16. NOTICES**

- 16.1 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;
  - (b) delivered by pre-paid airmail providing proof of postage at the addresses set out in the Service Description; or
  - (c) sent by email to the address set out in the Service Description.
- 16.2 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.

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

- 17.1 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.
- 17.2 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 – TARGET KEY PERFORMANCE INDICATORS  
PASSENGER SERVICES**

Ref. no	KPI	Reporting Frequency	KPI description	KPI target Tristar Accounts
1	Late Arrivals for Pick Ups (Pre-booked only) – <b>First Service</b>	Monthly	Late arrivals shall not exceed 3% of the total bookings made).	<3%
			Any late arrival (defined as more than 1 minute after pick-up time booked) will be offered a complimentary journey.	100%
2	Late Arrivals for Pick Ups (pre-booked only) – <b>Local Partner, Select and Executive Service</b>	Monthly	Late arrivals (defined as more than 90 seconds after the pick up time booked) shall not exceed 5% of the total Bookings made	<5%
3	Average Pick Ups (ASAP – London only) <b>Select</b>	Monthly	Average arrival time shall not exceed 20 minutes from the time the booking is confirmed	<5%
4	Average Pick Ups (ASAP – London only) <b>Executive</b>	Monthly	Average arrival time shall not exceed 30 minutes from the time the booking is confirmed	<5%

## ANNEX 3 - NETWORK SERVICES TERMS

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

### 1. INTERPRETATION

- 1.1 All capitalised terms set out in this Annex 3 shall have the meaning set out in the Terms, unless otherwise stated.
- 1.2 In the event of any conflict or inconsistency between these Network Services Terms, the Terms (other than these Network Services 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 (other than these Network Services Terms) and, third, the terms of the relevant Fulfilment Booking, unless any provision of any Fulfilment Booking is expressly agreed in writing by the Fulfilment Partner or Tristar, on behalf of the Fulfilment Partner, to override any provision of the Network Services Terms or the Terms (other than these Network Services Terms), in which case, the provision of the relevant Fulfilment Booking shall prevail.

### 2. BASIS OF NETWORK SERVICES TERMS

- 2.1 The Fulfilment Partner has appointed Tristar as its disclosed agent, acting as an intermediary between the Customer and the Fulfilment Partner ("**Agency Arrangement**"). The Customer acknowledges that Tristar accepts Fulfilment Bookings as agent for the Fulfilment Partner but is not a party to the Fulfilment Contract (as defined in paragraph 2.3 below).
- 2.2 The 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 2.4, shall constitute a separate Fulfilment Contract for the provision of the Network Services specified in such Fulfilment Booking, subject to these Network Services Terms.

- 17.3 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 when Tristar, on behalf of the Fulfilment Partner, issues written acceptance of the Fulfilment Booking via email, text message or push notification from the App confirming the vehicle contact details and where available the driver who shall carry out the Fulfilment Booking (the "**Fulfilment Driver**") Fulfilment Driver's licence plate number, the Fulfilment Driver's contact details and the Fulfilment Driver's private hire vehicle licence number, or commencement of the Fulfilment Booking (whichever is the earlier), at which point and on which date and time a contract for the delivery of those services to which the Fulfilment Booking relates shall come into existence ("**Fulfilment Contract**"). Tristar, on behalf of the Fulfilment Partner, in its absolute discretion may decline to accept any Fulfilment Booking.

### 3. SUPPLY OF SERVICES

- 3.1 The Fulfilment Partner shall use all reasonable endeavours to meet any performance dates and times specified in a Fulfilment Booking and the KPIs (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 Fulfilment Partner reserves the right to amend the Network Services, if necessary, to comply with any Applicable Law or if the amendment will not materially affect the nature or quality of the Network Services. The 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 Tristar, on behalf of the Fulfilment Partner, as soon as possible. The Customer must allow the Fulfilment Partner a reasonable time to remedy the breach, including (in the Fulfilment Partner's discretion) by re-performing any relevant Network Services. This will be done without any additional charge to the Customer. If the 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 Fulfilment Partner will, subject to paragraph 7.1, have no other obligation or liability in relation to such breach.

- 3.3 The 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 Fulfilment Partner.
- 3.4 The Customer acknowledges and agrees that unaccompanied Minors will not be permitted to travel alone in a Passenger Vehicle. Tristar, on behalf of the 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 Fulfilment Partner may allow Teenagers to travel unaccompanied, provided that when making a Fulfilment Booking for any unaccompanied Teenager, the Customer must inform Tristar on behalf of the Fulfilment Partner that an unaccompanied Teenager will be travelling. Tristar, on behalf of the Fulfilment Partner, may at its discretion decline to accept such Fulfilment Booking and the 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 Fulfilment Partner does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.

- 3.5 The Fulfilment Partner may subcontract all or any part of the Network Services to any Fulfilment Drivers who are self-employed and contracted to the Fulfilment Partner (as opposed to being employees of the Fulfilment Partner) provided that the acts or omissions of the Fulfilment Drivers shall, as between the Fulfilment Partner and the Customer, be deemed to be the acts or omissions of the Fulfilment Partner for the purposes of these Network Services Terms.

#### **4. CHARGES**

- 4.1 Unless otherwise expressly provided in these Network Services Terms or otherwise in the Terms, all amounts referred to in relation to the Fulfilment Booking are exclusive of value added tax ("VAT") or other applicable sales tax which, where chargeable by the Fulfilment Partner, shall be payable by the Customer at the rate and in the manner prescribed by Applicable Law. All amounts referred to in the 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 Fulfilment Partner's income), which the Customer shall be additionally liable to pay to Tristar who shall pass such payment to the Fulfilment Partner.
- 4.2 All amounts due under the Fulfilment Contract and/or the 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 Tristar as disclosed Agent for the Fulfilment Partner.

**5. INTELLECTUAL PROPERTY RIGHTS**

Fulfilment Partner at all times

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 or 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 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. 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 23.1 (b) The Customer acknowledges and agrees that the Fulfilment Partner has nominated Tristar 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 Fulfilment Partners behalf having consulted with the

6.4 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.

**7. LIMITATION OF LIABILITY**

7.1 Neither the Fulfilment Partner's or the Customer's liability:

(a) for death or personal injury caused by its negligence;

(b) for fraudulent misrepresentation or for any other fraudulent act or omission;

(c) to pay sums properly due and owing to the other in the normal course of performance of these Network Services Terms; or

(d) for any other liability which may not lawfully be excluded or limited;

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

7.2 Subject to paragraph 7.1, neither the 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, 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 Fulfilment Partner in the event of the Customer's wrongful termination of the Network Services Terms and/or any Fulfilment Contract.

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

## 8. CONFIDENTIALITY

8.1 Each of the Customer and the Fulfilment Partner shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with any Fulfilment Booking;
- (b) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under the Network 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, any Fulfilment Contract;

(e) subject to paragraph 8.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers, employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of any Fulfilment Contract and subject to each such person being bound by an obligation of confidentiality equivalent to this paragraph 8);

(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; and

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 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 or these Network Services Terms will not affect:
- (a) any accrued rights or liabilities which either the Customer or the 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 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 Fulfilment Partner shall be entitled to a reasonable extension of the time for performing such obligations and shall be relieved of its obligations in relation to KPIs as set out in Annex 2.

## 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 the Terms and 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 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 any Fulfilment Contract without the prior written consent of Fulfilment Partner.

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 the Terms or these Network Services Term, a person who is not a party to the Terms or these Network Services Term shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Terms or 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 Fulfilment Partner, shall be delivered to Tristar (acting as disclosed agent on behalf of the Fulfilment Partner in accordance with the Terms).

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

14.1 The Network Services 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.

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 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 the 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**

5. The provision of ground transportation services

**6. 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 4 - Cancellation Policy**

You may cancel a UK Booking without charge in the following circumstances:

- (a) you made an ASAP Booking and the Driver, Chauffeur or Fulfilment Partner (as applicable) takes more than 5 minutes to arrive at the Collection Address than originally quoted; or
- (b) you made a Pre-Booked booking and you have not received an SMS or push notification in the App advising you that your Driver, Chauffeur or Fulfilment Partner (as applicable) is on the way or providing details of your Driver, Chauffeur or Fulfilment Partner (as applicable) such as the vehicle licence plate number and the Driver, Chauffeur or Fulfilment Partner (as applicable)'s contact details, with the exception of c) below.
- (c) when booking a First Service in the UK, up to 100% of the Charges may be due if the cancellation is made 4 hours or less prior to booked pick-up time.

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: -

<b>Service</b>	<b>Europe</b>	<b>USA</b>	<b>Canada</b>
<b>Select</b>	<b>N/A</b>	Minimum of 2 hours prior to pick-up in destination location/time zone in New York	<b>N/A</b>
<b>Local Partner</b>	Minimum of 1 hour prior to pick-up in destination location/time zone		<b>N/A</b>
<b>Executive</b>	Minimum of 4 hours prior to pick-up in destination location/time zone	Minimum of 2 hours prior to pick-up in destination location/time zone	Minimum of 24 hours prior to pick-up in destination location/time zone
<b>First</b>	Minimum of 4 hours prior to pick-up in destination location/time zone	Minimum of 24 hours prior to pick-up in destination location/time zone	

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