



CRAWFORDS

•PASSENGER SERVICES•

TERMS AND CONDITIONS FOR PASSENGER SERVICES

4th August 2015

Crawford Cars Ltd. trading as Crawfords of London and/or Crawfords Cars and/or Crawfords Coaches (hereinafter referred to as "the Carrier") accepts passengers, luggage and personal items for carriage only upon the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

Section 1: Definitions

"Customer" means the person or company who contracts with the Carrier for the services of the Carrier

"Cancellation Fee" means a fee charged by the Carrier for the cancellation of the Service by the Customer prior to the booked collection time

"Cancellation on Arrival Fee" means a fee charged where a Consignment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier

"Conditions" means the conditions of carriage set out in this document including any alteration, variation or amendment subsequently advised to the Customer by the Carrier

"Contract" means the contract of carriage between the Customer and Carrier on these Conditions, and applies to all bookings between the Customer and the Carrier

"Price List" means the list maintained by the Carrier of its charges for the Service and any ancillary charges quoted to the Customer or as published on the Carrier's website prior to or at the time of the booking

"Luggage & Personal Items" means suitcases, trunks, bags or other similar items used by a Passenger to hold their personal possessions during the Service and including all other items (such as handbags, mobile phones, personal electronic devices, sunglasses, cameras and keys) brought by a Passenger into the Vehicle but not otherwise contained within a suitcase, trunk or bag

"Passenger" means a person (including the Customer where applicable) who the Carrier agrees to transport from one place to another

"Service" means the carriage of passengers requested by the Customer

"User" means any Passenger of Customer who uses the Carrier's in car WiFi Service

"WiFi Service" means the equipment, connection, and service provided to Users in the Carrier's vehicles by way of access to an installed WiFi network that is connected to the internet

"WiFi Provider" means EE Limited, Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW, who provide the WiFi Service to the Carrier in terms of equipment and access to Wireless LAN and Internet networks.

"Privacy Policy" means the Carrier's Privacy Policy. You should refer to this by visiting <http://www.crawfordsoflondon.co.uk/privacy-policy/>.

Section 2: Carriage of Passengers and Luggage

1. Customer contracts as agent on behalf of any and all Passengers

The Customer contracts for itself and as agent on behalf of any and all Passengers.

2. Right of Driver to refuse carriage

The driver is responsible for the safety of the Vehicle and its occupants. Any Passenger whose conduct the driver reasonably believes to be drunken and disorderly, threatening, abusive, dangerous or in breach of any statutory regulation may be removed from a Vehicle or prevented from boarding.

The Customer will be responsible for the conduct of any Passenger and shall indemnify the Carrier for any damage or injury caused to the Vehicle driver or any third party's property by the Customer or any Passenger.

3. Loss of Passengers' Luggage

The Passenger(s) shall remain responsible at all times for their Luggage & Personal Items and shall ensure that all their Luggage & Personal Items are loaded into the Vehicle prior to commencement of the Service, and unloaded from the Vehicle upon completion of the Service. The Carrier accepts no responsibility for any loss of / damage to Luggage & Personal Items or consequential losses arising as a result of Luggage & Personal Items which are not loaded to or unloaded from the Vehicle.

4. Passengers taken ill

The Customer will be responsible for the conduct of the Passenger(s) and shall pay for any loss and/or damage caused by the Passenger(s) to the Vehicle or any other property, including but not limited to cleaning costs following any spillage or soiling of the Vehicle and any loss of earnings suffered by the Carrier or any sub-contractor or employee of the Carrier due to the Vehicle being out of use during such cleaning.

5. Waiting time - General

The Passenger(s) and any Luggage or Personal Items shall be ready for collection at the time stipulated by the Customer when the booking is made. However, the Carrier will allow 10 minutes for waiting or loading, when picking up Passenger(s). In the event that all booked Passengers have not boarded the vehicle within 10 minutes the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 10 minutes) in accordance with the Price List. In any event the Carrier reserves the right to terminate the Contract at any time after the first 10 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

6. Waiting time - Collections from Airports, Seaports and International Train Terminals

In relation to collections of Passenger(s) from Airports, Seaports or International Train terminals the Carrier will allow 30 minutes (starting from the last estimated arrival or disembarkation time known to the Carrier for the relevant aircraft train or ship) for waiting and loading. Thereafter the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 30 minutes) in accordance with the Price List. In any event the Carrier reserves the right to terminate the Contract at any time after the first 30 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

7. Left Luggage

The only obligation of the Carrier in relation to any Luggage & Personal Items or other items left behind by Passenger(s) in the Vehicle upon completion of the Service shall be to inform the Customer that such Luggage & Personal Items or other items have been found, and when and where they can be collected from the Carrier.

8. Animals

The Carrier will not carry any animals save for Guide Dogs accompanying registered blind Passengers.

9. Seat belts/legal requirements/driver's hours

The Customer and its Passenger(s) shall not require the driver of the Vehicle to break any provisions of the Road Traffic Acts, or the rules contained in the Transport Act 1968, as amended; the AETR Agreement; or the EU Regulations (EC Reg. 561/2006, as amended) relating to driver's maximum daily hours and rest periods.

The Passenger(s) shall comply with all applicable legislation and regulations including the requirement to wear seat-belts.

10. Minors

The Carrier will not carry any unaccompanied children under 14 years of age.

11. Route taken

Unless otherwise instructed by the Passenger before the commencement of the Service, routes travelled will (in accordance with road, traffic and weather conditions) be at the driver's discretion.

12. Missing flights/Delay

It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of the Service. The Carrier gives any advice on journey times in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for any direct or consequential loss, delay or inconvenience caused to the Passenger(s) by the actual journey time (including but not limited to flight and hotel costs).

Section 3: Provision of WiFi

1. Provision of In Car WiFi Service

The Carrier provides a WiFi Service in vehicles, which allows Users, who can provide their own computer, mobile or electronic device (being wireless enabled) that is capable of accessing that service with its own power source, to connect to the internet. Access to the WiFi Service is subject to the terms and conditions as in this section, within the broader context of the Conditions of Carriage, of which this section is part.

If the User of the WiFi Service is under 18 years of age, then before they access the WiFi service they must ensure that they have the consent of a parent or guardian, and ensure that both they and the consenting party have read and agreed to these terms and conditions.

Any questions regarding the WiFi Service, or these terms and conditions surrounding its use, should be sent to support@crawfordsoflondon.co.uk.

2. Warranty and Limitations of the WiFi Service

The WiFi service is provided on an “as is” and “as available” basis.

The Carrier makes no warranties or representations whether express or implied in relation to the completeness or quality of that service, or whether that service is fit for any particular purpose, but will endeavour to provide a high standard of WiFi Service at all times.

Due to the nature of the constraints of that service, the User acknowledges that:

- A. It is not always possible to provide the WiFi Service entirely free of faults or disruption, and the Carrier does not undertake to do so.
- B. On occasion faults or essential maintenance may mean that the WiFi Service is temporarily unavailable.
- C. Conditions outside the control of the Carrier may adversely affect the operation, speed, and reliability of the WiFi Service. These conditions could include telecommunication links between the User's device and the WiFi network, links between the WiFi network and the Internet, the amount of user traffic at the time of access, the physical location of the access point, and the operation of external sites residing on the Internet.
- D. The WiFi Service, and the direct or indirect use of that service, involve the necessary supply of services by third parties, and accordingly the Carrier can offer no warranty of whatever nature in relation to such external services.
- E. The WiFi Service connects to a mobile data network via radio frequency in order to provide access to the internet. As such it is suited to use for email, browsing the internet and instant messaging. The Carrier advises that that this service is not necessarily suitable for supporting applications or uses that require continuous, uninterrupted fault-free connections.

3. User Obligations and Fair Usage

The Carrier may, in its absolute and sole discretion, block or limit access to certain content, internet applications and websites that the User may seek to access while using the WiFi Service.

To this end, a URL blocking mechanism is implemented on the WiFi Service that will restrict access to certain categories of URL deemed inappropriate for public environments, or otherwise considered inappropriate for other legal or contractual reasons, these categories include:

- A. Drug use
- B. Pornography
- C. Offensive or illegal speech
- D. Network malfeasance
- E. Child abuse

The User agrees that their usage of the WiFi Service will comply with the following usage policy, by undertaking that they will not send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- A. Violates any law
- B. Is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment
- C. Is or may be harmful to minors
- D. Promotes or encourages illegal or socially unacceptable or irresponsible behaviour

- E. Is in breach of any third party rights (including any third party intellectual property rights)
- F. Has any fraudulent purpose or effect or involves a User impersonating another person or otherwise misrepresenting themselves as the source of any communication

The User will not use the WiFi Service in a manner such that the WiFi Service's security and operation, or any other third party's system or network security and operation, is interrupted, damaged, rendered less efficient, or impaired by any method, including:

- A. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network
- B. Unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network
- C. Unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network
- D. Distribution of malicious software

So that the Carrier can offer all Users of the WiFi Service a high quality service, the Carrier reserves the right to restrict a user's connection speed or terminate their session if the level of use is deemed to be excessive and therefore detrimental to other users.

2. User Data and Security

The Internet is an inherently insecure communication medium and, while the Carrier will endeavour to provide secure access via the WiFi Service, it cannot guarantee the security and privacy of such communications.

The Carrier will only monitor, control, store or examine the nature and content of information transmitted or received by the User using the WiFi Service as by the terms and conditions contained here, and in accordance with the Carrier's Privacy Policy, however the Carrier has no control over whether the WiFi Provider does otherwise. The terms and conditions of the WiFi Provider can be accessed at <http://ee.co.uk/business/small/help/accounts-billing-and-topping-up/terms-and-conditions/business-terms-and-conditions>.

3. Liability and Indemnity

The User will indemnify and defend the Carrier against all claims, liability, damages, loss, costs and expenses, including legal fees, arising out of a breach of the terms and conditions surrounding the use of the WiFi Service.

The User agrees to fully indemnify the Carrier against any claims or legal proceedings arising in connection with the User's use of the WiFi Service which are brought or threatened against the Carrier by any other person.

The User agrees, except for death and personal injury arising from the negligence of the Carrier, the Carrier shall not be liable in contract, tort, negligence statutory duty or

otherwise for any loss or damage whatsoever arising from or in connection with the WiFi Service, including damage for loss of business, loss of profits or revenue, business interruption, loss of business information, loss of the use of the WiFi Service, loss of goods, loss of contracts, loss or corruption of information or data or any other pecuniary loss (even where the Carrier has been advised of the possibility of such loss or damage).

Section 4: General Conditions

1. Commencement and end of Service - Carrier's Period of Responsibility

The Service shall commence upon the arrival of the Vehicle for collection of the Passenger(s) at the place of collection designated by the Customer.

The Service shall terminate upon delivery of the Passengers at the agreed place of delivery.

2. Right to sub-contract the Service

The Carrier may engage any agent or sub-contractor to perform the Service and shall provide the name of such agent or sub-contractor to the Customer upon request

3. Carrier's charges

The Carrier's charges shall be based upon the Price List, with VAT to be added if required by law.

The Carrier's charges are to be paid in full within 30 days from the date of the Carrier's invoice, without any deduction or set off against any alleged claim against the Carrier.

Any query by a Customer in respect of the Carrier's charges must be made in writing within 7 days of the date of the Carrier's invoice.

If the Carrier's charges are not paid in full within 30 days from the invoice date, the Carrier shall thereafter be entitled to charge interest on all outstanding amounts at an annual rate of 3% above the Bank of England base rate current at the date of the unpaid invoice. Where the Customer is a commercial entity, interest and penalties shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4. No variation of terms

These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

5. Cancellations

If the Customer cancels their Contract with the carrier then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance where:

- A. If the booking is for a passenger car, and that car has already been dispatched for collection of the Passenger, then there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for the tariff selected for that booking, which can be found on the Price List or requested from the Carrier.
- B. If the booking is for a Coach, Minibus, or any other vehicle that seats more than eight passengers, then a Cancellation Fee is applicable according to the below schedule:
 - i. Where notice of cancellation is provided by the Customer to the Carrier less than 72 hours before the collection time the Cancellation Fee will be equal to the full amount quoted for the booking
 - ii. Where notice of cancellation is provided by the Customer to the Carrier less than 14 calendar days (but more than 72 hours) before the collection time the Cancellation Fee will be equal to 50% of the full amount quoted for the booking
 - iii. Where notice of cancellation is provided by the Customer to the Carrier less than 28 calendar days (but more than 14 calendar days) before the collection time the Cancellation Fee will be equal to 25% of the full amount quoted for the booking
 - iv. Where notice of cancellation is greater than 28 calendar days there will be no Cancellation Fee.

6. General indemnity against any charges incurred by Carrier

The Customer shall indemnify the Carrier in respect of:

- A. All consequences suffered by the Carrier (including but not limited to claims, costs, expenses, demands, proceedings, fines, penalties, damages, and loss of or damage to the carrying Vehicle and to other goods carried) arising as a result whether direct or indirect of any error, omission, misstatement or misrepresentation by the Customer or an employee or agent of either of them.
- B. All claims and demands whatsoever in excess of the liability of the Carrier under these Terms and Conditions.

7. Equal Opportunity Employer

The Carrier is an Equal Opportunity Employer and has implemented a policy to promote equality in relation to disability, gender, race, age, religion or belief and sexual orientation. The Carrier will refuse to accept any booking which would contravene that policy.

8. Severance

If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

9. Claims

No claim shall be brought against any officer, employee or sub-contractor of Crawford Cars Limited

10. Law and jurisdiction

These Conditions and the Contract to which they apply shall be subject to English law, and any dispute between the Customer and the Carrier shall be subject to the exclusive jurisdiction of the English Courts.