

Flightlink International Limited**Terms of trading****1. DEFINITIONS AND INTERPRETATION**

“Account” means a customer account which has been opened by the Company in respect of a particular Customer and is identified by way of an allocated security number (the “Customer Account Number”)

“Account Customer” means any Customer to which the Company provides Account Services in respect of a particular Booking and which shall include any representative of the Customer which makes the Booking or uses the Services pursuant to such Booking.

“Account Services” means the Services provided by the Company to an Account Customer, in accordance with clause prior to making any Bookings.

“Booking” means a Customer’s request for Services howsoever communicated to the Company as evidenced by the Company’s records.

“Business Day” means a day (excluding Saturdays, Sundays, bank holidays and public holidays)

“Cancellation Fee” means a fee charged by the Company for the cancellation of the Services by the Customer prior to the booked collection time and after the Vehicle has departed to fulfil the Booking (whether or not it has arrived at the Collection Address) as detailed in the Price List.

“Contract” means a contract for the provision of the Services to the Customer and each such Contract shall incorporate these Terms.

“Charges” means the Company’s charges shown in the Price List or other published literature.

“Christmas Period” means between 12:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 12:00 hours on 31 December to 23:59 on 1 January, in any year.

“Coach Booking” means a Coach Customer’s request for the provision of a coach pursuant to clause 2.

“Coach Customer” means any Customer who makes a Coach Booking.

“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.

“Company” means Cityfleet Network Limited or such subsidiary, associated company or group company of the Company as has contracted with the Customer and which provides

the Services pursuant to a Contract and which expression shall, where the context allows, includes their respective agents and sub-contractors.

“Credit and Debit Card Services” means Services provided by the Company to the Customer, to be paid for by the Customer to the Company by way of a credit or debit card payment.

“Customer” means any person(s), firm or company to whom the Company provides Services.

“Driver” means any person who provides his/her services, for the transportation of Passengers by a Vehicle, to the Company pursuant to a contract for services.

“Goods” means any goods transported by the Company pursuant to a Contract.

“In Writing” means any written communication including email and SMS.

“Passenger(s)” means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Services by travelling in a Vehicle.

“Passenger Car” means any Vehicle (excluding a coach) provided by the Company for the carriage of Passengers which has a pre-advised route at the time of booking and which has a fixed price subject to the terms of this agreement.

“Price List” means the list maintained by the Company of its Charges relating to the Services provided. A copy of which can be obtained on request from our offices.

“Services” means: the transportation of Passengers by Vehicle or any other services agreed in writing between the Company and the Customer from time to time.

“Terms” means these terms and conditions, as amended from time to time.

“Vehicle” means any vehicle used in the provision of Services by the Company or its agents subsidiaries, sub-contractors or partners.

“Waiting Time Fee” means a fee charged to the Customer by the Company as detailed in the Price List.

2. PASSENGER SERVICES

Clauses 2.2, 2.3, shall apply to the particular a Service as is applicable. All other terms shall apply to all Services

2.1 All Services - General

2.1.1 The Company may, in its absolute discretion, decline to accept any Booking.

2.1.2 The Company shall use reasonable endeavours to provide a Vehicle in good working order of the type specified by the Customer (or, in the event that such a Vehicle is not

available, a reasonable alternative Vehicle) within any time for so doing given by the Company or within a reasonable time.

2.1.3 In providing the Services, a Driver shall choose, at his/her sole discretion, the route from the Collection Address to the Customer's destination. The price provided to the Customer at the time of making the Booking shall be based on the journey specified by the Customer at the time of Booking (the "Original Journey"). The price quoted by the Company shall be based upon the Company's chosen route between the Collection Address and the Customer's destination (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). Should the Customer wish to take a specific route (which is different to that taken by the Company) the Company reserves the right to charge the Customer an additional charge in relation to that Booking.

2.1.4 In the event that the Customer requires the Company during the course of the Original Journey to make any alternative pick-up(s) or collection(s) of Passenger(s) during the course of the Original Journey or to drop off Passengers at any locations other than as specified in the Original Journey or to take any variation from the Original Journey as specified at the time of Booking, additional charges may be applied by the Company, as detailed in the Price List.

2.1.5 If a Booking is cancelled by the Customer on or after arrival of the Vehicle at the Collection Address, a Cancellation Fee shall be charged in accordance with the Price List or other literature which may be subject to change from time to time. If a Booking is cancelled by a Customer after the Vehicle has departed to fulfil the Booking (but prior to its arrival at the Collection Address) the Company shall be entitled, at its sole discretion, to charge a Cancellation Fee.

2.1.6 The Customer and 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. The Company will allow 10 minutes for waiting or loading when picking up Passenger(s). In the event that all booked Passenger(s) have not boarded the Vehicle within 10 minutes of the stipulated time the Company reserves the right to charge the Customer a Waiting Time Fee (See Price Vehicle List) proportionate to the delay in departure from the Collection Address, which will, for the avoidance of doubt, include the first 10 minutes.

2.1.7 Customers must inform the Company at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Vehicle. All domestic animals should be carried in a suitable box or cage, if appropriate and/or be suitably restrained. The Company and/or the Driver reserve the right to cancel a booking on arrival if the Company has not been informed of the Customer's requirement to carry an animal in the Vehicle. Guide dogs are permitted to be carried in any Vehicle provided that the Company is informed at the time of making the Booking.

2.1.8 Passengers are not permitted to smoke in any Vehicle.

2.1.9 The Company accepts no responsibility for the loss or damage to any luggage which is transported in a Vehicle. The Customer acknowledges and accepts that any luggage stored in the Vehicle may move around during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Vehicle.

2.1.10 Passengers are required to comply with current customs laws and regulations and the Company shall not be responsible for any delays caused by any failure to comply with the same.

2.1.11 The Company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the Company, journeys may take longer than predicted and in those circumstances the Company will not be liable for any loss or inconvenience suffered by the hirer as a result.

2.1.12 All Vehicles provided by the Company are subject to restrictions on carrying luggage for statutory safety reasons. The Customer accepts that the Driver shall be the sole judge as to whether and to what extent Passengers' property is carried. Large bulky items may not be able to be carried, and the Customer should take all steps to notify the Company in advance of such requirements. Under health and safety guidelines the driver can refuse to lift or handle any piece of luggage that appears to exceed 20kg in weight. The driver is the sole arbiter as to the carriage and handling of passenger's luggage.

2.1.13 The Company can generally accommodate lightweight manual folding wheelchairs, subject to them being capable of being stowed in the luggage hold of the Vehicle. Weight, loading, and carriage restrictions apply to motorised wheelchairs, and the Company must be informed of any intended carriage prior to the date of hire.

2.1.14 The Customer should notify the Company or the Driver if items of exceptional value are to be carried on the Vehicle. It is the Customer's responsibility to minimise risk of loss when property is left unattended. All luggage and personal effects are carried in Company's Vehicles at the owner's risk. The Company will not be responsible or liable for any theft or damage to properties of Passengers travelling on the Vehicle, except where there is proof that it was committed by one of the Company's self-employed drivers or service partners. The Company's liability shall be limited as provided in these terms and conditions.

2.1.15 The Driver is responsible for the safety of the Vehicle at all times, and as such may remove any Passenger whose behaviour prejudices safety or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990. The Customer is responsible for any damage caused to the Vehicle by any Passenger for the duration of the hire.

2.1.16 Other than on a Vehicle fitted specifically for dining purposes, food and beverages except for small items of confectionary may not be consumed on the Vehicle without prior agreement with the Company.

2.1.17 No bill, poster, flag or notice is to be displayed on any Vehicle without the written consent of the Company.

2.1.18 All Passengers are required to use seatbelts at all times.

2.1.19 The Company will allow unaccompanied children less than 14 years of age to travel alone in a Vehicle. When booking a journey for any child less than 14 years of age the caller must inform the Company that a child will be travelling. The Company does not accept any additional responsibility for any child who travels unaccompanied.

2.1.20 The Vehicle will depart at times agreed by the Customer, and it is the responsibility of the Customer to account for all Passengers at those times. The Company will not accept liability for any losses incurred by Passengers who fail to follow instructions given by the Customer.

2.1.21 Any cancellation or curtailment of hire should be made in the first instance by verbally contacting the Company by telephone, with a further confirmation in writing, fax, or email.

2.1.22 The Company reserves the right to refuse to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in its absolute discretion, the Company considers a nuisance or a danger to its employees, drivers, agents, subcontractors or to fellow Passengers.

2.1.23 Passengers shall not consume alcohol in any Vehicle except with the written permission of the Company and the Company reserves the right to decline carriage to any Passenger who, in its opinion, is intoxicated.

2.1.24 The Company is committed to providing services in accordance with the Equality Act. The Company will do what it reasonably can to assist those who are not capable of boarding and alighting a Vehicle unaided.

2.1.25 The Company reserves the right to charge reasonable cleaning charges in the event of spillages or in the event that any Passenger vomits or otherwise soils or damages a Vehicle.

2.1.26 Any dates, periods or times specified by the Company in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by the Company of its obligations under the Contract. The Company makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by the Company unless expressly agreed in writing by a director of the Company.

2.1.27 The Company shall not be responsible for any property left by Passengers in any Vehicle. Such property will be stored by the Company for a period of 28 days and thereafter the Company shall be entitled to return, destroy or otherwise dispose of such property as it, in its absolute discretion, sees fit.

2.1.28 The Company shall be entitled to vary the Price List from time to time. .

2.1.29 Additional charges apply for extra services. Extras include Airport Meet & Greet, waiting time, requests for Executive, VIP or MPV Vehicles, use of mobile phone, travel on the M25 motorway, parking fees, additional stops, supply of baby seats and optional gratuity. Tariffs are available on request.

2.1.30 The Customer authorises the Company to pay all charges on the Customers behalf and shall fully indemnify the Company in respect of all sums.

2.1.31 Fares on the following public holidays are charged at double the normal rate: Christmas Eve after mid-day, Christmas Day, Boxing day, New Years Eve after mid-day and New Years Day.

2.2 Passenger Car

2.2.1 In relation to collection of the Customer and any Passenger(s) from an airport, the Company will allow 30 minutes waiting time starting from the last known estimated arrival time of an inbound international flight (the Company will allow 30 minutes free waiting time from the last known estimated arrival time of an inbound domestic flight). The Company reserves the right to charge the Customer a Waiting Time Fee proportionate to the delay in departure, which shall, for the avoidance of doubt, will exclude the first 30 minutes (as the case may be). For the purposes of this clause the “last known estimated arrival time” will either be (a) if the Customer provides a flight number at the time of making the Booking, the Company will monitor the relevant flight and alter the collection time accordingly; or (b) if the Customer does not provide a flight number, the time which has been specified by the Customer.

2.2.2 In the event that the Customer requires more than four (4) passengers to travel in a Passenger Car additional charges may be levied by the Company (as detailed in the Price List) for the provision of a larger Passenger Car or the carriage of additional Passengers in excess of four.

2.3. Coach Services

2.3.1 The Customer cannot assume the use of the Vehicle between outward and return journeys, nor that it shall remain at the destination for the Customer’s use unless this has been agreed with the Company in advance.

2.3.2 The Company reserves the right to levy additional charges for additional mileage or time to that agreed. The cost of any additional services including accommodation, meals, theatre tickets, and venue admissions which have been purchased by the Company at the request of the Customer will be charged accordingly along with any further administration charges incurred by the Company.

2.3.3 The hours of operation for the driver are regulated by law, and the Customer accepts the responsibility of ensuring the hire keeps to the hours and times agreed by the Company.

2.3.4 Neither the Customer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time. If any breach is likely to occur, the Customer will be responsible for any additional costs incurred unless it is outside of their control. The calculation of any additional costs will be as expressed by the specific Coach Operators. The Company will, at the time of booking, agree and specify the legal seating capacity of the Vehicle to be supplied. The Customer must not load the Vehicle beyond this capacity.

2.3.5 Any deposit requested must be paid by the date agreed, and payment in full must be made 14 days before the start of the hire unless otherwise agreed by the Company. The Company reserves the right to add interest at the rate of 10% per annum, calculated on a daily basis, from the date by which payment should have been made.

2.3.6 Where the hire is to a sporting event, the Customer should be aware and make all Passengers aware of the legal requirements relating to alcohol, contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended) which prohibits entry to certain sporting events where alcohol has been consumed, and the conditions of entry to race courses as laid down by the Race Course Association Ltd.

2.3.7 Once a confirmation has been issued to the Customer, providing there are 30 days prior to the departure date, the Company reserves the right to pass on increases in the cost of fuel, taxes imposed by the Governments of the UK and of other countries to be visited during the journey, road tolls, and foreign currency. No surcharges will be levied within 30 days of departure. On notification of such surcharges, the hirer may cancel the booking subject to the Cancellation Fee. The aggregate liability of the Company and its subsidiaries will be limited to the cost of the hire and any ancillary services supplied.

2.3.8 The Customer and Passengers are recommended to obtain personal travel insurance, save for negligence, the Company's liability is limited in accordance with these terms and conditions. It is the responsibility of the Customer to ensure that all items of value are insured separately for loss or damage.

3. ACCOUNT SERVICES

3.1 Bookings and Charges

3.1.1 Prior to making any Booking for Account Services, the Customer must first open an Account facility with the Company.

3.1.2 When making any Booking for Account Services, the Customer must quote its Customer Account Number. If the Customer fails to do so, the Company shall not be obliged to requested services.

3.1.3 The Company shall be entitled to assume that any Booking made in accordance with this clause 3.1 is duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

3.1.4 In consideration of performance of Account Services, the Customer shall pay the Charges, the administration fee (of 15%) and any applicable VAT (without set off or deduction), as invoiced by the Company, within 30 days of the date of an invoice (the "Due Date").

3.1.5 Payment shall be made by direct debit (which is the Company's preference) or alternatively by cheque, telegraphic transfer or BACS to such bank account as the Company shall notify the Customer.

3.1.6 The Company shall be entitled to charge an administration fee as set out in the Price List unless otherwise agreed with the Customer.

3.1.7 The Company shall invoice the Customer each month in respect of the Account Services carried out for the Customer during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced.

3.1.8 In the event of non-payment of any Charges by the Due Date, the Company shall be entitled to charge and the Customer shall pay interest at a rate of 10% per annum on any amount outstanding until payment is made.

3.1.9 The Company may, at any time, set a limit on the total credit given and due by any Customer at any one time and the Company shall not be obliged to provide any further Services once that limit has been reached. Any such limit shall be notified to the Customer by the Company.

3.1.10 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

3.1.11 When an Account is terminated, by any means whatsoever, the Customer shall pay to the Company all outstanding Charges which are owed to the Company as at the date of termination.

4. GENERAL

The following clauses apply to all Services provided by Flightlink International Limited, a subsidiary of the Company:

4.1 These Terms shall be incorporated and form part of all Contracts for the provision of the Services by the Company to the Customer.

4.2 Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter of any Contract and that it shall have no rights or remedies with respect to such subject matter otherwise than under the relevant Contract.

4.3 No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall:

4.3.1 affect that right, power or remedy; or

4.3.2 operate as a waiver of it.

4.4 The Customer agrees to indemnify and keep the Company fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by the Company as a result of the negligence, acts or omissions or default under the Contract by the Customer, or any Passengers, drivers, employees, agents or subcontractors.

4.5 The Customer shall be liable for any damage caused by Passengers to any Vehicle.

4.6 Subject to the following provisions of this clause 4, except in respect of death or personal injury caused by the Company's negligence, or that of its servants or agents, the Company's liability to the Customer for loss and/or damage caused by the negligence of the Company and/or its servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:

4.6.1 In relation to the Services generally, the Company's liability shall not exceed £150;

4.6.2 In the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Vehicles,), the Company's liability shall not exceed £150 unless the Customer has notified the Company that the Goods have a value in excess of £150 and the Company has agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify the Company against any Passenger claiming sums in excess of such limits.

4.7 To the extent permitted by law, the Company shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom the Company sub-contracts the Services. The Company shall use its reasonable endeavours to ensure that it only sub-contracts the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If the Company is aware that a third party does not have a level of insurance coverage which the Company would expect, the Company reserves the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

4.8 The Company shall not be liable to the Customer for any loss of anticipated savings, business revenues, or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).

4.9 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond the Company's reasonable control.

4.10 The Company shall, in any event, have no liability in respect of any claim, howsoever arising, that is not notified to the Company by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen days of the occurrence of the circumstances giving rise to the claim.

4.11 The Customer acknowledges that the limitations on the Company's liability as set out in this clause 4 are fair and reasonable in the circumstances having been taken into account and reflected in the level of the Charges.

4.12 Any complaints relating to the Services shall be addressed to the Company and made in writing within 14 days of the event giving rise to the complaint.

4.13 This agreement may be terminated by either party by giving 7 days notice by the Company where the Customer fails to pay monies when they become due, or the Customer commits any act of bankruptcy or compounds with his creditors, or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a petition for an Administration Order is presented in relation to the customer or Resolution or Petition to wind up the customer is passed or presented. Termination of this Contract shall be without prejudice to any rights and/or obligations of the Company and/or the Customer accruing prior to the date of such termination.

4.14 Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by fax or by prepaid registered post to the other party at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice sent by facsimile shall, in the case of a facsimile sent before 5.30 pm on a Business Day, be deemed served on receipt of a successful transmission notice and, in the case of a facsimile sent after 5.30 pm on a Business Day, at 10 am on the next following Business Day. Any notice served by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery and, in the case of a facsimile, that such a facsimile was duly despatched to a current fax number of the addressee by providing a confirmation of fax dispatch report.

4.15 A person who is not a party to any Contract shall not have any rights under or in connection with it.

4.16 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Contract.

4.17 The Company shall be entitled to vary the terms of this agreement and shall forward the Customer either the revised conditions or a link via email to the Company's webpage with the revised terms.

4.18 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these Terms which may be necessary in order to effect, as close as possible, to give effect to the commercial intent of these Terms.

4.19 The Company reserves the right to amend these Terms at any time and any amendments shall be posted on the Company's website.

4.20 In the event of any dispute concerning the calculation by the Company of the charges such dispute shall be notified to the Company by the Customer within 14 days of the invoice. In the event of no such notification being received by Company, the Customer shall accept the amount specified in the invoice as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.

4.21 In the event of complaint about the Company's services, the Customer should endeavour to seek a solution at the time by seeking assistance from the Driver or from the Company. If this has not provided a remedy, complaints should be submitted in writing and within 14 days.

4.22 The Company shall be entitled to exercise a lien over any property belonging to the Customer in its possession pending payment of any Charges due to the Company.

4.23 Either party may refer any dispute arising under this Agreement in the first instance to arbitration.

4.24 These Terms shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.