

TERMS AND CONDITIONS FOR PASSENGER SERVICES

Crystal Executive Cars Ltd 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.

These Conditions of Carriage were last reviewed and revised on the 14th of September 2022 and in compliance with Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000 stating the operator which in this case is Crystal Executive Cars Ltd:

Crystal Executive Cars Ltd shall enter into a contractual obligation as principal with the person making the private hire booking to provide the journey which is the subject of the booking and any such contractual obligation is consistent with the 1998 Act and these regulations.

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

Section 2: Carriage of Passengers and Luggage

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.

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.

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.

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.

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, unless agreed in writing otherwise by The Carrier.

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.

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.

Animals

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

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.

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.

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 4: General Conditions

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.

Right to sub-contract the Service

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

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 as agreed prior to the service, 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 as agreed, 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.

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.

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:

If the booking is for a passenger car and cancellation is made 24 or less hours than the booking commencement time or if the car has already been dispatched for the collection of the Passenger, then there will be a Cancellation on Arrival Fee. This fee will be equal to the charge of the journey booked as agreed at the time of booking.

General indemnity against any charges incurred by Carrier

The Customer shall indemnify the Carrier in respect of:

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.

All claims and demands whatsoever in excess of the liability of the Carrier under these Terms and Conditions.

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.

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.

Claims

No claim shall be brought against any officer, employee or sub-contractor of Crystal Executive Cars Ltd.

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.