

PASSENGER SERVICE TERMS

These passenger service terms (Terms) apply to passenger transportation services (Services) provided by Shield Executive Limited (company number 04748994) of The Charter Building, Charter Place, Uxbridge, UB8 1JG, United Kingdom (Shield, us, our or we) to you, the customer who registers with us for the provision of those services (Customer or you). Where you are a company or other business, references to 'you' include your employees, officers and agents, as well as any associated or affiliated entities.

These Terms, together with our Privacy Policy and any other documents referred to in these Terms, comprise the basis of the legal agreement between you and us (together, Agreement) regarding the Services.

Agreeing to these Terms creates binding legal obligations on your part, so please read them carefully.

By using or applying to use the Services you accept these Terms and agree to be legally bound by them.

1 ELIGIBILITY

- 1.1 You represent that you are authorised and/or legally entitled to enter into the Agreement and that in doing so you will not breach any law or any obligation to any third party.
- 1.2 If you are applying on behalf of a company, partnership or other organisation, you represent and warrant that you have the appropriate authority to make the application and to create legal obligations on behalf of that organisation.
- 1.3 If you are an individual, you represent and confirm that you are at least 18 years of age.

2. ACCOUNT REGISTRATION

You must open an account in order to use the Services. All account applications are subject to acceptance by us in our absolute discretion. You may use the Services only when we confirm the acceptance of your account application by issuing confirmation of the same by email or by text message to the mobile number provided in your account application.

- 2.1 You will ensure that all information provided to us, including credit or debit card details and/or any information provided in your account application, is true, accurate, complete and not misleading in any material respect.
- 2.2 You will keep all account information, including username(s) and password(s) (Account Details) secure and strictly confidential and will employ reasonable security processes in your use of the Services. You will be liable for all activities and/or transactions carried out using your Account Details, whether authorised by you or not, including any related Charges or expenses. You agree to notify us immediately if you become aware of any unauthorised use of your Account Details and/or the Services.

3. CONTRACTS

- 3.1 Any booking request submitted by you (Booking Request) constitutes only an offer by you to purchase Services in accordance with these Terms. The Booking Request shall be deemed accepted only when we issue a written acceptance by email or text message, (Acceptance or Accepted) at which point and on which date an individual contract (Contract) will be formed for the booking and supply of the relevant Services in accordance with these Terms. The Contract is between Shield (as principal) and the Customer. Shield is responsible for accepting the booking, the provision and liability of transportation services and collecting all fares due from the fulfilment of the Contract.
- 3.2 Only Shield or Customer as parties to the Contract have the right to cancel a booking. Shield reserve the right to reject or refuse any Booking Request in our absolute discretion.
- 3.3 The Contract constitutes the entire agreement between you and us in relation to the relevant Services. Any descriptions, standards, statements or other content contained in or on our website are issued or published for the sole purpose of giving an approximate idea of the services and they shall not form part of the Contract or have any contractual force unless otherwise agreed in writing.
- 3.4 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty which is not set out in the Contract. If you are a consumer, nothing in these Terms seeks to exclude or limit your consumer rights.

4. SUPPLY OF SERVICES

- 4.1 In consideration of your payment of the applicable Charges, we shall provide the Services with reasonable skill and care.
- 4.2 We shall use reasonable endeavours to meet any performance dates agreed by us but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 We shall have the right to make any charges to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and will notify you in any such event.
- 4.4 We will endeavour to provide a vehicle in good working order which is suitable for the requirements set out in your Accepted Booking Request within any time for so doing agreed by us.

5. CHARGES AND PAYMENT

- 5.1 Charges for the Services (Charges) will be calculated in accordance with our standard list of charges in force from time to time. Charges will be confirmed when you place your Booking Request, based on the journey, passenger(s) and other details submitted by you (Journey Details).

- 5.2 Payment of Charges will be taken upon Acceptance of your Booking Request OR at the end of the journey using the payment method and details you provided in your account application. You agree that we may undertake authorisation checks on any payment details you provide to us (including credit and debit cards) at any time. All payments must be made in GBP (Pounds Sterling) unless otherwise agreed in writing.
- 5.3 We may set a credit limit on your account and we shall not be obliged to provide Services once your limit has been reached or exceeded. We will notify you if we apply a limit to your account or if your limit is exceeded.
- 5.4 We will store and process any payment details you have provided to us, including any personal data, in accordance with our Privacy Policy so they may be used for payments you need to make whenever you use the Services at any time and/or to collect any money owing to us. Payment(s) will be processed via our trusted third party payment provider.
- 5.5 Once you have commenced your journey or made payment in advance for your journey you will not be able to cancel. You also agree to pay the following additional charges:
- (a) Cancellation: We have the right to apply certain charges in the event of cancellation or postponement, full details of which are set out in our Cancellation & Refund Policy.
 - (b) Cleaning and/or Damage: If, as a consequence of your journey, including your behaviour and/or the behaviour of your passengers: (i) the car requires cleaning, you will be charged a cleaning fee and/or (ii) any damage is caused to the car or, you will be liable for the damage caused, including (without limitation) the cost of repair and any associated incapacitated time.
 - (c) Large bookings/Weddings/Special Events: Bookings may be subject to a 25% deposit.
 - (d) Additional charges: Extra or additional charges may apply in certain circumstances, including (without limitation) waiting charges, parking charges, tolls, unsociable hours, bank holidays and Christmas/New Year, full details of which you can find in our summary of Additional Charges.
- 5.6 If you do not appear at the time and place designated as the pickup point or if you attempt to cancel a booking after a car has been dispatched from our base, you will be liable in full for the applicable Charges on a non-refundable basis.
- 5.7 Unless otherwise specified, all Charges are exclusive of value added tax (VAT), which shall be payable in addition to the Charges, at the then applicable rate.
- 5.8 If you fail to make any payment, you will be liable to pay interest on the overdue amount at the rate of 4 per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall be liable to pay the interest together with the overdue amount.
- 5.9 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We

may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

6 CUSTOMER'S OBLIGATIONS

6.1 You agree that you shall:

- (a) ensure that the content of your Booking Request and any other information you provide is complete and accurate.
- (b) co-operate with us in all matters relating to the Services;
- (c) provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (d) act reasonably and responsibly in all of your dealings with us and our drivers, whom you agree to treat with courtesy and respect.
- (e) comply with all applicable laws and regulations relating to the Services.

6.2 Should you or any of your passengers not comply with these Terms, we have the right to refuse to transport them at any time, before or at any time during your journey.

6.3 You agree to inform us in advance, including in your Booking Request, if there are any special requirements relating to your journey or if it will involve the transportation of anything other than people (together, Special Requirements). Specifically, you must notify us in advance if your journey will involve the transportation of (without limitation) any animals (assistance dogs excepted), bicycles, unusual or large amounts of luggage or anything which would not normally be transported in a standard passenger vehicle. In the event that we agree to transport any animals, they must be carried in a suitable cage or box and/or be suitably restrained. However, that requirement does not apply to assistance dogs, which are permitted to be carried in any passenger vehicle.

6.4 In the event that you fail to inform us in advance of any Special Requirements, including notification in your Booking Request, we may in our absolute discretion (a) cancel the Contract, (b) carry out the Contract in light of the Special Requirements, or (c) refuse to accommodate the Special Requirements and offer to transport passengers only. Additional Charges may apply to any Special Requirements and our Acceptance or agreement to the Special Requirements is subject to your payment of those charges. In the event of cancellation, our Cancellation Charges will apply.

6.5 You shall be responsible for your animals, bicycles luggage or other items, the transportation of which shall be at our discretion, and you will be responsible for loading or unloading such items. Any assistance we offer in that respect is purely discretionary.

6.6 You agree, on your own behalf and on behalf of all passengers, not to:-

- (a) smoke or use electronic cigarettes;
 - (b) consume alcohol or use drugs, other than prescription drugs;
 - (c) carry on any activity which is illegal, offensive or otherwise unsuitable for a passenger vehicle, including any activity which may compromise anyone's safety.
- 6.7 You agree, on your own behalf and behalf of all passengers, to ensure all passengers wear a seatbelt at all times and comply with any applicable laws, bylaws and other applicable regulations, including any guidelines or requirements indicated by us or our drivers.
- 6.8 Unless otherwise agreed, we will not carry anyone under the age of 18 unless accompanied by an adult.
- 6.9 We are not responsible for any property left in any of our vehicles. Any property we find will be entered in our records & we will make every attempt to return the property at our earliest convenience. If all attempts fail, the property will be stored by us for 30 days, after which we may dispose of it as we deem fit.
- 6.10 We shall not be liable in the event that the performance of our obligations under the Contract is prevented or delayed by any act, omission, failure or default on your part or the part of any of your passengers (Customer Default). We shall have the right to suspend our performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations. You agree to reimburse us on written demand for any costs or losses sustained or incurred by us or our drivers arising directly or indirectly from the Customer Default.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 7.2 All intellectual property rights in or relating to our website and/or any related documentation is owned by us or our licensors.

8. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or

regulatory authority or by a court of competent jurisdiction. This clause 8 shall survive termination of the Contract.

9. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to Clause 9.1:

- (a) to the extent permitted under applicable law, we shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential arising under or in connection with the Contract; and
- (b) our total liability for all and any other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances, exceed the cost of the fare associated with the particular contract in question.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This Clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 1 days' notice.

10.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so:
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so

doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.

11. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- 11.1 you shall immediately pay us all outstanding amounts owing:
- 11.2 we shall have the right to terminate your account with us.
- 11.3 any accrued rights, remedies, obligations and liabilities as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

12. FORCE MAJEURE

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 We shall not be liable as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents us from providing any of the Services for more than 7 days we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately upon notice.

13. ASSIGNMENT AND OTHER DEALINGS

- 13.1 We may subcontract all or any part of the Services to any Drivers, or Fulfilment Partner, provided that the acts or omissions of these subcontractors shall, as between Shield Executive Ltd and the Customer be deemed to be the acts or omissions of Shield Executive Ltd for the purposes of the Contract.
- 13.2 You may not, without our prior written consent, 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 the Contract.

14. NOTICES.

- 14.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.
- 14.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
15. SEVERANCE
- 15.1 If any provision or part-provision of the Contract 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 the Contract.
- 15.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
16. WAIVER
- A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of that or any other right or remedy.
17. NO PARTNERSHIP OR AGENCY.
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18. THIRD PARTIES

A person who is not a party to the Contract shall not have any rights to enforce its terms.

19. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

20. GOVERNING LAW

This Contract, 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 law of England and Wales.

21. JURISDICTION

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 this Contract or its subject matter or formation (including non-contractual disputes or claims).