

TERMS & CONDITIONS

WHO WE ARE?

1. The following terms and conditions apply when you use our booking service(s) in connection with a Private Hire journey using a Private Hire vehicle or a Hackney Carriage operating as a Private Hire Vehicle (PHV). The booking service may be provided to you by any of the Veezu Group corporate entities listed below each being licensed private-hire operators. The transportation service will, when terms are agreed by you for that, be provided to you by a licensed private-hire vehicle driver or a licensed Hackney Carriage driver ("**Driver Partner**") with whom you will have a direct contract for the journey.

VEEZU NORTH LIMITED, WHICH PROVIDES THE FOLLOWING BOOKING SERVICES

•	Amber Cars Bradford	(01274 393930 – <u>www.amber-cars.co.uk</u>)
•	Amber Cars Leeds	(0113 231 1366 - <u>www.amber-cars.co.uk</u>)

VEEZU MIDLANDS LIMITED, WHICH PROVIDES THE FOLLOWING BOOKING SERVICES

•	A2B Radio Cars Birmingham	(0121 733 2000 - <u>www.a2bradiocars.com</u>)
٠	A2B Radio Cars Solihull	(0121 433 7000 – <u>www.a2bradiocars.com</u>)
•	A2B Radio Cars Wolverhampton	(0121 733 3000 - <u>www.a2bradiocars.com</u>)
•	Go Carz Dudley	(01384 88 88 00 - <u>www.gocarz.co.uk</u>)
•	Go Carz Sandwell	(0121 000 1111 – <u>www.gocarz.co.uk</u>)
•	Go Carz Shropshire (Shrewsbury)	(01743 44 11 44 – <u>www.gocarz.co.uk</u>)
•	Go Carz Telford & Wrekin	(01952 50 10 50 – <u>www.gocarz.co.uk</u>)
•	Go Carz Walsall	(01922 41 42 43 – <u>www.gocarz.co.uk</u>)
•	Go Carz Wolverhampton	(01902 71 72 73 – <u>www.gocarz.co.uk</u>)

VEEZU LIMITED, WHICH PROVIDES THE FOLLOWING BOOKING SERVICES

 Dragon Taxis Bridgend 	(01656 655 766 – <u>www.dragontaxis.com</u>)
 Dragon Taxis Cardiff 	(02920 333333 – <u>www.dragontaxis.com</u>)
 Dragon Taxis Cwmbran 	(01633 222 222 - <u>www.dragontaxis.com</u>)
 Dragon Taxis Newport 	(01633 216216 – <u>www.dragontaxis.com</u>)
 Dragon Taxis Pontypool 	(01495 781 781 - <u>www.dragontaxis.com</u>)
 Dragon Taxis Torfaen 	(01495 781781 – <u>www.dragontaxis.com</u>)
 Dragon Taxis Vale 	(01446 747 500 - <u>www.dragontaxis.com)</u>
V Cars Bath	(01225 464646 – <u>www.v-cars.com</u>)
V Cars Bristol	(01179 252626 – <u>www.v-cars.com</u>)
V Cars Chippenham	(01249 656565 – <u>www.v-cars.com</u>)
V Cars Swindon	(01793 701701 – <u>www.v-cars.com</u>)
V Cars South Gloucester	(01454 279842 – <u>www.v-cars.com</u>)

The corporate entity with whom you are contracting under these terms and conditions will be one of the above. The one that you will have a contract with will be determined by the service you use when your booking is placed (meaning that if you use A2B Radio Cars Birmingham your contract will eb with Veezu Midlands Limited and so on) and is referred to as "us" "we" and "our".

Veezu Group means any company which at the relevant time is a subsidiary or holding company of Veezu Holdings Limited of Raleigh House Langstone Business Village, Langstone Park, Newport, Wales, NP18 2LH or any subsidiary of any such holding company and "subsidiary" and "holding company" shall have the meaning given to them by the Companies Act 2006 Section 1159.

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- 2. All telephone calls, including when you call to make a booking, are recorded for training, regulatory and compliance and monitoring purposes.
- 3. If you have opened a corporate account with any company operator in the Veezu Group, or if you take a journey using that account, separate terms and conditions will apply and you should refer to the account holder for details.

WHAT THESE TERMS & CONDITIONS CONTAIN

Our Booking Service to you Placing a Booking via our App Payment Your Journey Our liability to you Summary of key legal rights How we may use your information Other important terms Applicable law Alternative dispute resolution

OUR BOOKING SERVICES TO YOU

- 1. We provide booking services in our capacity as a licensed private-hire operator from our various licensed premises and we are subject to all statutory and regulatory obligations and liabilities with respect to that activity. Our booking services are described in paragraphs 2, 3, 4, 5 and 6 (together the "Booking Service").
- 2. These terms apply when you use our Booking Service via our:
 - Booking application(s)
 - Telephone number(s)
 - Website(s)
 - Social media platform(s)
 - Dedicated taxi bell/taxi butler/taxi booking mobile device(s)
- 3. Our Booking Service includes us doing the following:
 - (a) processing the detail of your booking;
 - (b) seeking to source a Driver Partner who we believe to be able to provide transportation services from the pick-up location to the end destination location (if known), and at the time requested;
 - (c) if available, introducing you to an available Driver Partner (such introductions shall be in accordance with sub-paragraph 4 below);
 - (d) keeping records of bookings in line with legal obligations;
 - (e) remotely monitoring journeys booked using our various booking methods;
 - (f) receiving and dealing with feedback, questions and complaints relating to bookings processed by us; and





- (g) helping you when you think you may have lost property after taking a journey you booked using our service
- 4. After a booking is placed, we will co-ordinate with, a "Driver Partner" to determine whether any of them would be available in the geographic area of the pick-up location at the requested time. If and when a Driver Partner takes up the booking, you will receive notification that the vehicle is on its way with confirmation of the Driver Partner's name or identification number and vehicle type and registration number
- 5. In legal terms, the contract for the transportation services is not made by you placing the booking with us but it is subsequently made, if you and the Driver Partner agree, at pick-up, that the Driver partner should provide the transportation services, between you and the Driver Partner. The contract for transportation services is between you and your Driver Partner. We are not party to it. The Driver Partner will then provide the transportation services under that contract. The company which you use to book your journey acts as a disclosed introducer for the Driver Partner in connecting you/your booking to them. If you pay by credit/debit card, Veezu Services Limited a Republic of Ireland private limited company with registered number 651172 and registered office at Unit 6, Block A, Broomfield Business Park, Malahide, Co, Dublin K36 E398, Republic of Ireland ("VSL") (or any other company in the Veezu Group that VSL has appointed) will also act as disclosed agent in accepting payment from you on the Driver Partner's behalf and your payment will be received by VSL acting as disclosed agent on behalf of the Driver Partner. VSL (and any other Veezu group company) acts as agent of the Driver Partner only (as described in these terms) and not as agent of you as the Passenger. Please note that the Driver Partners are not employees nor workers of any company in the Veezu Group; they are self-employed individuals.
- 6. We do not provide transportation, logistics, delivery or other services to passengers under these T&Cs. We provide you with a Booking Service which is essentially the service of introducing potential passengers to drivers who appear to be available. In connection with this we comply with our obligations as a licensed operator and no company in the Veezu group or associated person functions as a transportation provider or carrier and all such transportation, logistics, delivery and vendor services are provided by independent third-party individuals (being the licensed private-hire vehicle drivers, or licensed Hackney Carriage vehicle drivers referred to in these terms as Driver Partners).
- 7. The Schedule to these T&Cs sets out terms and conditions which are an example of the terms and conditions that could be agreed by a Driver Partner and you in relation to a journey. In relation to journeys:
 - (a) The terms and conditions in the Schedule are suggested as part of our ancillary services for ease of contracting as specimen terms and shall apply save to the extent additional and/or alternative terms are agreed by Driver Partner and you; and
 - (b) You and the Driver Partner are free to agree additional and/or alternative terms for the journey but please note that certain minimum requirements (for example as set out in paragraphs 3 and 4 in the Schedule) will apply as a matter of law whatever the terms of the special and alternative terms agreed by parties.

PLACING A BOOKING VIA OUR APP

- 8. Our booking application is made available to you by us. While we make every effort to ensure that the application is available, we do not represent, warrant or guarantee in any way its continued availability at all times or uninterrupted use by you. We reserve the right to suspend or cease the operation of our application from time to time at our sole discretion.
- 9. As a condition of your use of our application, you agree:





- (a) not to use our application for any purpose that is unlawful under applicable law, or prohibited by these terms;
- (b) not to misuse our application (including by hacking, reverse engineering or 'scraping'); and
- (c) not to defame or disparage anybody or use our application in a manner which is obscene, derogatory or offensive.
- 10. We reserve the right to prevent or suspend your access to our application if you do not comply with any part of these terms or any applicable law.

PAYMENTS

- 11. Our Booking Services are provided by us to you free of charge save to the extent we may from time to time separately apply a Booking Fee arrangement on terms to be determined by us and notified to you before the booking. Where any Booking Fee is payable by you to any Veezu Company you shall, unless required otherwise by us or that Company, pay the Driver Partner who shall receive such payment as agent for us.
- 12. Any fare estimates given to you at the time of placing your booking are estimates only. Please note that the estimates may not reflect variations due to the area in which you are travelling, the time of day / night of your journey, traffic delays or other factors which may impact on the actual times or fares.
- 13. Actual fares for journeys (including pre-booked journeys) may vary. The fare payable by you for your journey, once you have agreed a journey with a Driver Partner shall be calculated according to the applicable tariff for the journey in that area at that time of day / night. This means that the same journey could cost more or less depending on the time of day you travel. Additional costs may be payable by you where your journey involves car park charges, tolls, wait times or extras etc
- 14. Additional costs may be payable by you where your journey requires a specialist type of vehicle such as a multi-purpose vehicle, an estate vehicle, or a vehicle that is suitable for the transportation of animals. If you require a specialist vehicle by reason of a registered disability, the additional charge shall not apply.
- 15. Any digital promotional offer or digital gift referred or received is only valid for use against future journeys booked via our booking application service and can only be used when paid for by a pre-registered credit card. In-app referral vouchers or digital gifts are limited in redemption on a per user basis and subject to vary in amount for sender and recipient. Referral vouchers or digital gifts will only be valid when introducing new booking application users. Such offers are non-refundable and non-transferable and must be used within the specified time period and according to any other conditions attached to the offer as specified at the time of issue. The promotional offer or digital gift is only valid for the fare portion of the journey. Any wait time, tolls, car park charges or extras etc. are not part of the promotional offer or digital gift. We reserve the right to withdraw any promotional offers at any time.
- 16. Any non-digital promotional offer or gift is only valid for use by the recipient. Such offers are non-refundable and non-transferable and must be used within the specified time period and according to any other conditions attached to the offer as specified at the time of issue. For the avoidance of doubt, we shall be permitted to apply the benefit of any digital or non-digital promotional offer or gift toward discharging what would otherwise be your obligation to pay a Driver Partner for the relevant journey.

PAYING BY DEBIT/CREDIT CARD VIA OUR APP





- 17. If you download our booking application, you will have the option of pre-registering your credit or debit card for paying future fares. If you pre-register your credit or debit card, a pre-authorisation transaction may be made on your card which will result in a temporary hold or card check of up to £1.01 by your card issuer as a "pending transaction". This also means that your balance will be temporarily reduced by the same amount. This is not a permanent charge and the funds will be released and available to spend after a short period, typically 3-10 working days (though the length of the hold may vary depending on your card issuer or bank). This is known as a pre-authorisation hold or funds validity check and helps us to confirm that the card you are using is valid and has not been reported for fraud, lost or stolen.
- 18. Payments by credit/debit card via the App will be collected for and on behalf of the Driver Partners by VSL (or any other company in the Veezu Group that VSL has appointed) acting as disclosed payment collection agent for the Driver Partners. We only use approved third-party payment processors to manage and process payments from your credit and/or debit card account for journeys booked via the mobile application, over the telephone or on our web portal. The processing of payments or credits in connection with the use of the mobile application or other electronic services will be subject to the terms and conditions and, where applicable, the privacy policy of our third-party payment processor(s) merchant acquirer and your issuing card authority in addition to this agreement. Your credit and/or debit card details are securely tokenised and not held by us and only processed by our third-party payment processor(s) under PCI level 1 compliance.
- 19. When placing a booking a pre-authorisation of funds is placed on your debit/credit card to cover the estimated or fixed fare including any wait time, tolls or extras. Should this not cover the final fare a request will be made in app for you to authorise the remaining amount. Should your journey be cancelled this pre-authorisation hold will be returned back to you within your card issuer or banking terms, typically within 3-10 working days.
- 20. We will have limited access to your personal credit and/or debit card information and cannot share that information. We act as disclosed payment collection agents of private hire drivers or Hackney carriage drivers. When taking card payments for VSL (as agent of the Driver Partner) over the telephone. Our staff (please note that Driver Partners are neither our employees nor workers) will only have limited access to this payment information where such details are provided over the telephone and full cardholder details are not recorded or stored.

PAYING BY AIRPAY

21. If you cannot pay by cash and you have not pre-registered a credit/debit card on our mobile application, you will have the option of paying for your journey via AirPay. Your use of the service provided by AirPay is subject to AirPay's terms and conditions of business; we are not party to the arrangement between you and Airpay.

RECEIPTS

22. If you book your journey via the App, all journey charges will be shown on your receipt emailed to you by us on your Driver Partner's behalf. Please note that we will use the email address you provided when you signed up to the application. If you otherwise require a receipt, please ask the Driver Partner to provide one at the end of the journey.

OVER-CHARGING / UNDER-CHARGING

23. If you believe that your Driver Partner over-charged or under-charged you for a journey you agreed with the Driver Partner following a booking using our Booking Service, please get in touch with us so that we can review and discuss with the Driver Partner. Where appropriate, we will, on behalf of the Driver Partner, seek to arrange for a refund or take additional payment.





YOUR JOURNEY

- 24. Any pickup time or journey time provided to you are estimates only. Please note that we do not accept any liability for any bookings placed by you which result in the following:
 - (a) the late arrival of the private hire vehicle at the pickup location;
 - (b) the late or non-arrival arrival of the private hire vehicle at the end destination;
 - (c) the non-arrival of the private hire vehicle at the pickup location.
- 25. We recommend that you allow plenty of time to accommodate any unplanned delays so as not to impact any onward plans. We therefore strongly recommend that all bookings placed for journeys to time critical events, appointments or onward journey connections are made at least two hours in advance.
- 26. Before making a journey (or related booking) it is your responsibility to verify the journey route and assess whether there are any known issues which may impact the likely arrival of the vehicle to your pick-up point or your journey time. Please be mindful of adverse weather conditions, traffic, roadworks, road accidents or any other unplanned / planned issues which may delay either the arrival of your vehicle to the pick-up point or the length of your journey to your destination.
- 27. If you require any adjustments to your travel due to a protected characteristic (e.g., disability), please provide any relevant information to us prior to your journey (or related booking). If your disability requires a specialist vehicle or the transportation of an assistance dog the additional costs noted in clause 14 will not apply to you. By providing this information, you consent to allow us to process this personal information, please refer to our Privacy Policy for more information listed at <u>www.veezu.co.uk</u>
- 28. We will use reasonable endeavours to ensure that any lost property found by Driver Partners will be handled in accordance with our lost property process as listed on our websites above. We do not accept any liability for the loss or destruction of any such property.
- 29. Where the wearing of face coverings is mandatory in the area where either the journey commences or ends, you will need to wear a face covering throughout the journey unless an exemption applies to you. Where an exemption does not apply, your booking may be cancelled by us or the Driver Partner may terminate the journey if face coverings are not worn by you or fellow passengers.

OUR LIABILITY TO YOU

- 30. We are committed to providing an efficient Booking Service. When something goes wrong with your journey (or associated booking) we need you to tell us about it. This will give us the opportunity to put things right for you and to improve our service for future users of our Booking Service and, where relevant, address any matters with the Driver Partner or their regulator.
- 31. In the event of a dispute with your Driver Partner we ask that you respect their privacy by refraining from personally identifying them or their vehicle within any public forum such as social media.
- 32. We are responsible to you for foreseeable loss and damage caused by us arising out of our performance of the Booking Services only. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.
- 33. We are not liable for any losses or damage caused to you by private-hire drivers or Hackney carriage drivers, other third parties or in relation to liabilities identified in Clauses 23, 24, 25 and 26 above.





- 34. If Veezu is liable to you in connection with the Booking Services, its liability will be limited to an amount equal to £150.00 in aggregate.
- 35. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights in relation to the Booking Services.
- 36. We are not liable for business losses. We only supply the services for domestic and private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

SUMMARY OF YOUR KEY LEGAL RIGHTS

37. We are under a legal duty to provide the Booking Services with reasonable care and skill. If you are not satisfied, you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill. As we do not charge (unless expressly agreed otherwise in special terms) for our Booking Services there is no right to a refund.

HOW WE MAY USE YOUR PERSONAL INFORMATION

38. We will only use your personal information as set out in our Privacy Policy shown on our website <u>www.veezu.co.uk</u>

OTHER IMPORTANT TERMS

- 39. We may transfer our rights and obligations under these terms to another organisation outside of the Veezu Group. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 40. This contract is between you and us. No other person shall have any rights to enforce any of its terms. We are not party to the contract that you enter in to with the Driver Partner for transportation services. The only people with rights to enforce the terms of that contract are you and the relevant Driver Partner.
- 41. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 42. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

APPLICABLE LAW

43. These terms are governed by English & Welsh law and you can bring legal proceedings in respect of the booking services in the English & Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the booking services in either the Scottish or the English & Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the booking services in either the Northern Irish or the English & Welsh courts.

ALTERNATIVE DISPUTE RESOLUTION

44. As a licenced private-hire operator we welcome any feedback about your booking with us, or your journey with the Driver Partner. If something goes wrong, we can help you address it. Please contact us by using any of the details below –





Email: <u>info@veezu.co.uk</u>

Telephone: 01633 415710

Postal Address:

Veezu Holdings Ltd, Raleigh House, Langstone Business Village, Newport NP18 2LH

45. Thank you for using our service, we hope you have an 'amazing journey'.





SCHEDULE 1

GENERAL TERMS AND CONDITIONS BETWEEN DRIVER PARTNER AND PASSENGER FOR JOURNEYS

These terms and conditions are an example of the terms that could be agreed between you and a Driver Partner in relation to a journey. They are suggested for ease of contracting and shall apply save to the extent that you and the Driver Partner agree additional and/or alternative terms. You and the Driver Partner are free to agree additional and/or alternative terms for the journey but please note that certain minimum requirements (for example as set out in clauses 3 and 4) will apply as a matter of law and regulatory compliance regardless of any terms you agree separately.

BACKGROUND

- (A) The Driver Partner shall provide the journey for the Passenger in accordance with the terms of these General Terms and Conditions which is a contract for services.
- (B) Services under these General Terms and Conditions may, for reasons of convenience, be paid via a third party, but the parties acknowledge and accept that any payment relating to those services shall be the ultimate responsibility of the Passenger and paid under or in consequence of the Agreement between the Driver Partner and Passenger and not under any agreement between the Passenger and third party.

It is agreed as follows;

1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions, unless the context otherwise requires, the following definitions shall apply;

"Booking" means the process of the Passenger requesting via a Veezu Company that a Driver Partner provides transportation services to the Passenger (subject to agreement between the Driver Partner and the Passenger of the terms of the actual Journey) involving the provision of a Journey;

"Driver Partner" means the licenced private-hire vehicle driver or a licenced Hackney Carriage vehicle driver providing transportation services under this contract;

"Journey" means the service of conveying a Passenger from one location to another in a vehicle to such locations to be agreed orally or otherwise between or on behalf of the Driver Partner and the Passenger;

"Passenger" means the individual being conveyed by the Driver Partner from one location to another in a vehicle; and

"Veezu Company" means any company which at the relevant time is a subsidiary or holding company of Veezu Holdings Limited of Radleigh House Langstone Business Village, Langstone Park, Newport, Wales, NP18 2LH or any subsidiary of any such holding company, and "subsidiary" and "holding company" shall have the meanings given to them by the Companies Act 2006 Section 1159.

2. COMMENCEMENT

2.1 The contact shall come into being at the moment the Driver Partner agrees personally with the Passenger to provide the Journey and shall terminate on completion of the Journey. Neither party shall owe the other any contractual obligations to the other relating to the Booking or Journey prior to or after that period save to the extent of payment still requiring to be made and reasonable steps to be taken by the Driver Partner to return lost property.





3. DRIVER PARTNERS OBLIGATIONS

The Driver Partner shall:

- 3.1 Provide the Journey in a professional manner with due skill, care and diligence, maintain high standards of professionalism, services and courtesy; and
- 3.2 Comply with Local Authority Licensing Conditions and statutory obligations relating to road and passenger safety applicable to the Driver Partner.
- 3.3 Charge the Passenger the applicable fare for the Journey as confirmed at the end of the Journey on the Driver Partner App.
- 3.4 Accept the payment method notified on the Booking.
- 3.5 Where applicable collect any Veezu Company Booking Fee from the Passenger as collection agent for the relevant Veezu Company;
- 3.6 Collect any other charges payable by the Passenger to any Veezu Company.

4. PASSENGER OBLIGATIONS

The Passenger shall:

- 4.1 Not endanger or threaten to endanger the Driver Partner or damage or threaten to damage the Driver Partners property including any vehicle;
- 4.2 Comply with applicable road safety laws;
- 4.3 Pay the fare for the Journey using the payment method they specified at the time of Booking where relevant;
- 4.4 Pay such other costs as may apply where the Journey involves car park charges, tolls, wait times or extras;
- 4.5 Where applicable pay any Veezu Company Booking Fee to the Driver Partner as collection agent for the relevant Veezu Company;
- 4.6 Make such payments in such way as has been agreed by the Passenger with the relevant Veezu Company (being the Veezu Company via which the Booking was made relating to the relevant Journey) on behalf of the Driver Partner; and
- 4.7 Comply with such health and safety requirements (including the wearing of face masks) as may be notified to the Passenger.

5. DRIVER PARTNERS STATUS

5.1 The parties acknowledge that the Driver Partner is not an employee of, or worker in relation to, the Passenger or any Veezu Company and is a licensed professional driver operating on a self-employed basis and accordingly the Driver Partner shall, subject to working towards meeting the Passenger's objectives relating to the Journey, determine generally how the Journey shall be supplied.





6. GENERAL

- 6.1 The Passenger's obligation to pay is discharged by making payment in accordance with this Agreement
- 6.2 Where any Booking Fee is payable by the Passenger to any Veezu Company the Passenger shall unless required otherwise by that Company pay the Driver Partner who shall receive that Booking Fee as agent for the relevant company.
- 6.3 These General Terms and Conditions constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Passenger and the Driver Partner relating to the Journey.
- 6.4 These General Terms and Conditions and the provision of the Journey shall be governed by and construed in all aspects in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction.

