

Galaxy Courtesy Cars Limited - Supply Terms

1.1 In this Agreement, unless the context requires:

"Agreement" means these terms together with any Booking accepted by us in writing.

"Cancellation" means any cancellation by you of the Services after we have accepted your Booking.

"Hire Period" means the period of time set out in the Booking or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.

"Pick-up Address" means the address stated in the Booking where the Services will commence.

"Pick-up Time" means the date and the time or time slot set out in the Booking or communicated by you to us for commencement of performance of the Services.

"Booking" means any booking from you or any quotation from us on your instructions to order services from us after the date of receipt of this Agreement.

"Passenger" means any person who uses the Services or any part of them or who enters the Vehicle with the consent of another passenger, in each case whether or not the passenger is you personally, employed by you, or in any way associated with you.

"Price" means the price for the Services set out in the Booking.

"Services" means the services of a chauffeur-driven Vehicle commencing with picking up Passengers from the Pick-up Address.

"Unacceptable Behaviour" means not wearing a seat-belt, opening or closing doors at inappropriate times, leaning out of the window of the Vehicle, exceeding the maximum permitted number of Passengers, smoking in the Vehicle, being under the influence of excessive alcohol or under the influence of or in possession of any illegal substance, being violent, aggressive or a danger or potential danger to herself / himself or any other person, being excessively rowdy or being in any way in an unfit state to travel.

"Vehicle" means the vehicle supplied by Galaxy Courtesy Cars as referred to in the Booking or any replacement vehicle agreed by us and you.

"We / us / our" refers to Galaxy Courtesy Cars Limited of 34 Cumberland Drive Radipole, Weymouth, Dorset DT4 9ST.

"writing" includes any written paper document, any fax and any email correspondence.

"You / Your" refers to you, the client company, person or other legal entity who orders Services from us or makes a Booking.

1.2 In this Agreement, except where the context requires otherwise:

(a) words denoting any gender include all genders and words denoting the singular include the plural and vice versa; and

(b) if there is any conflict between the Booking and these Terms, the provisions of the Booking shall prevail.

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2.1 The Booking is an offer by you to acquire the Services from us subject to this Agreement.

2.2 This Agreement apply to the exclusion of any other terms or subject to which the Booking is made or purported to be made by you. No variation to these terms is binding unless agreed in writing between authorised representatives of you and us.

2.3 All Bookings must be confirmed in writing using our booking form and signed by your authorised signatory.

2.4 The Booking will lapse unless accepted by us in writing prior to the Performance Time.

2.5 All Email Bookings must be made at least 24 hours prior to Pick-up Time, Telephone Bookings are accepted as agreed.

2.6 Any extra requests or alterations to the Booking not made at the time of the Booking (for example, additional pick-up addresses, change of venue and so on) can not necessarily be complied with by us. However, we will use all reasonable efforts to meet your amended requirements although there may be an increase in the Price to reflect any changes.

2.7 You may make a Cancellation at any time for a Booking, but any Bookings cancelled within 72 hours of the Pick-up Time will still mean that you have to pay a Price equal to 50% of the fixed Price or 50% of the estimated Price for the Booking using our standard hourly rates for the Services at the relevant time.

3.1 We aim to perform our Services to a high standard. Please contact us if you have any complaints or suggestions.

3.2 Our chauffeurs will, unless agreed otherwise with you, will comply with the company dress code to perform the Services.

3.3 Our chauffeurs will use their judgement to drive at reasonable speeds in relation to the prevailing road type and conditions and you may not ask our chauffeur to exceed the speed limit under any circumstances.

3.4 Unless we have agreed with you that a particular route should be used, our chauffeur may use any route to a destination that in his opinion is the best and most convenient route for driving whether or not it is actually the shortest route.

3.5 Each Vehicle is only insured for us and our chauffeurs. No other person may drive the Vehicle under any circumstances.

3.6 We will use reasonable endeavours to commence the Services at Pick-up Time but time is not of the essence and you must accept performance and pay the Price provided that the Services commence within 30 minutes of the Pick-up Time. If we fail to commence the Services within 30 minutes of the Pick-up Time for reasons within our reasonable control, you have the right to terminate the Agreement for that Booking and you will receive a full refund of any advance payment and deposit that you have paid to us but we shall have no other liability to you.

3.7 We have no responsibility or liability to you for any delay in arriving at any destination for any reason after leaving the Pick-up Address.

4.1 We will transport a reasonable quantity of luggage accompanying Passengers. If however, in the judgement of our chauffeur, the volume or weight of luggage is excessive, then we reserve the right to refuse to transport all or part of the luggage.

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4.2 All property and luggage remains at all times the responsibility of you and the Passengers. We accept no responsibility or liability for any loss or damage, no matter how caused, to your property or luggage or those of Passengers

5.1 You are expressly held responsible for the behaviour of all Passengers and for informing them of the provisions of this Agreement. You will indemnify us for any losses, costs or expenses caused by any Passenger on demand, whether or not we have first made a claim against that Passenger.

5.2 In the event that any Passenger is or appears in the opinion of the Chauffeur to be carrying out or attempting to carry out any Unacceptable Behaviour, then we or our Chauffeur may refuse entry to that Passenger to the Vehicle or may terminate the Agreement for that Booking or may cease the performance of the Services even if they are not completed and may require that Passenger to leave the Vehicle. In such circumstances, without prejudice to our other rights and remedies, you must still pay to us the full Price for the Booking and we will have no responsibility or liability for any losses or costs to you or any Passenger for any incomplete performance of the Services.

5.3 You accept responsibility and will indemnify us for any internal or external damage to or loss of the Vehicle or any of our property caused or incited to be caused by you or any Passenger no matter how the damage is caused.

5.4 You will pay for all cleaning and valet costs for our Vehicle if any Passenger causes any spillage or suffers from self-inflicted illness or in any other way causes the cleanliness of the Vehicle to be of a lower standard than at the Pick-up Time.

6.1 The Price for the Services is as set out in the Booking, subject to amendment in accordance with this Agreement.

6.2 Any fixed Price will be increased by an amount in accordance with our standard hourly rate at the relevant time for any delay or increase in the Hire Period ("delay" in the following circumstances:

- (a) any delay is caused by you or any Passenger for any reason; or
- (b) any delay is caused by severe traffic congestion, accidents, weather conditions or any other cause outside our reasonable control.

6.3 Any amount due in accordance with clause 5 will be added to and form part of the Price.

6.4 Unless agreed otherwise the Price stated is exclusive of the following which will be payable in addition where applicable:

- (a) any road or other tolls or additional expenses such as parking;
- (b) chauffeur subsistence and accommodation for overnight stays, where applicable, which unless agreed otherwise in the Booking will be charged at our then standard rates for overnight stays for chauffeurs.

7.1 You must pay for all Services provided in accordance with a Booking in advance at least 7 days before the date of the Pick-up Time or at the time of the Booking if later, unless credit terms have been agreed with you in writing.

7.2 Where credit terms have been agreed with you, we will invoice you for the Services provided under each Booking or for any Cancellation at any time after performance of those Services or after Cancellation, as the case may be.

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7.3 Unless agreed otherwise in writing, you must pay all unpaid parts of the Price to us within 14 days of the receipt by you of a proper invoice for the Services.

7.4 We may charge you interest from the date any payment is due until we receive it at a rate 3% above the base lending rate of National Westminster Bank Plc from time to time.

7.5 Late payment will incur a surcharge of £10.00 per invoice, which will be invoiced at such time as late payment occurs.

8.1 We warrant that our Services will be performed using reasonable care and skill.

8.2 Our liability to you in respect of death or personal injury resulting from our negligence shall not be limited. Other than in those respects:

- (a) our total liability to you shall not exceed the lesser of the Price or the money actually received from you for the Services in respect of which a claim has been made; and
- (b) we shall have no liability to you for loss of profits, goodwill, reputation, business contracts, revenue, production, anticipated savings, nor for losses arising from third party claims which arise in connection with the Services nor any other losses or expenses; and
- (c) we shall have no liability to you for any indirect, special or consequential loss, damage, costs or expenses including any labour, or the hiring of a replacement vehicle.

8.3 The exclusions and limitations of liability set out in this Agreement exclude and limit all of our liability to you for all matters arising in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty or otherwise.

8.4 You must indemnify us in respect of any claims for loss, damage, injury or expense by any third party arising directly or indirectly from your use of the Services or making them available to a third party including any Passenger or otherwise arising in connection with this Agreement except for death or personal injury to the extent that it results from our negligence.

9.1 Neither party shall be liable for any delay or failure to meet its obligations under this Agreement (other than a payment obligation) due to any cause outside its reasonable control (a "force majeure" situation), which it must notify to the other party as soon as possible. This Clause also applies where the affected party has reasonable grounds to believe that a force majeure situation is imminent whether or not it has actually occurred at that time.

10.1 You and we will both treat all information received from or created for each other marked "confidential" or "private" or reasonably obvious to be confidential as we would treat our own confidential information.

11.1 Either we or you may terminate this Agreement or any Booking without liability to the other party by giving notice to the other at any time if:

- (a) the other party commits a material or persistent breach of this Agreement and does not remedy the breach within 14 days of receipt of written notice to do so where the breach can be remedied;
- (b) the other party becomes insolvent or is unable to pay debts as they fall due;
- (c) anything analogous to the foregoing occurs under the law of any jurisdiction in relation to the other party; or
- (d) either party believes on reasonable grounds that any of the events mentioned above is about to occur to the other party.

11.2 Termination for any reason will not release you from the obligation to pay us any sums due, including any costs incurred by us in relation to Bookings for Services that are not yet completely or partially performed.

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12.1 We may subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. You may not assign or transfer any of your rights or obligations without our written consent.

12.2 A notice required or permitted to be given under this Agreement shall be in writing and delivered to the other party's registered office or such other address as may at the relevant time have been notified to the party giving the notice. Delivery may be by hand, email, fax or post.

12.3 This Agreement set out the entire understanding of the parties with respect to their subject matter and replace any prior agreements or understandings or representations (unless fraudulent), whether written or oral. You agree that you will not have any right of action against us arising out of or in connection with any such representations unless fraudulent and that you have not relied on any such representations. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 This Agreement do not confer a benefit on any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

12.5 If any provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, its enforceability in any other jurisdiction shall not be affected and nor shall the validity or enforceability of any other provision of this Agreement.

12.6 No waiver of any breach of this Agreement shall be considered a waiver of any subsequent breach of the same or any other provision.

12.7 This Agreement and this contract are governed by English Law and are subject to the exclusive jurisdiction of the English courts.