

# Terms and Conditions



GERRARD



Basis of Contract	5
Supply of Services	5
Vehicles	6
Chauffeurs	8
Customer's Obligations	8
Charges and payment	9
Cancellation	12
Intellectual property rights	13
Data protection and data processing	14
Limitation of Liability	14
Non-Solicitation	15
Complaints	18
Assignment	18
Severance	20
Notices	20
Severance	21
Notices	21
Governing law	22
Jurisdiction	22



**1. The following definitions and rules of interpretation apply in these Conditions:**

- a. **Airport Transfer:** Arrival airport and an agreed destination as specified by the Customer.
- b. **As Directed Service:** A service involving the use of one of the Supplier's Vehicles for more than one point to point journey. This may incorporate a pre-booked itinerary or the Passenger providing instruction of destinations while on-board the Vehicle. Any Transfer will be deemed to have become an As Directed Service after additional stops have been added.
- c. **Business Day:** A day other than a Saturday, Sunday or public holiday in the United Kingdom, when banks are open for business.
- d. **Chauffeur:** Means the driver of the Vehicle provided by the Supplier to fulfil the provision of the Services.
- e. **Charges:** The charges payable by the Customer for the supply of the Services in accordance with clause 7 (Charges and payment).
- f. **Commencement Date:** Has the meaning given in clause 2.2.
- g. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 19.
- h. **Contract:** The contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
- i. **Customer:** the person or company who purchases Services from the Supplier.
- j. **Customer Default:** Has the meaning set out in clause 6.3.
- k. **Data Controller:** Has the meaning set out in the GDPR legislation.
- l. **Data Subject:** An individual who is the subject of Personal Data.
- m. **Group Company:** The Supplier, its Subsidiaries or Holding Companies or Connected Companies from time to time and any subsidiary of any Holding Company or Connected Company from time to time.
- n. **Intellectual Property Rights:** Patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- o. **Order:** The Customer's order for Services.



- 1.1
- p. **Passenger:** The passenger(s) for whom the Customer has requested the Services.
  - q. **Personal Data:** Has the meaning set out in the GDPR legislation and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing Services under the Contract.
  - r. **Processing and process:** Have the meaning set out in the GDPR legislation.
  - s. **Services:** Services: the services supplied by the Supplier to the Customer as set out in the Specification.
  - t. **Specification:** if applicable, the description or specification of the Services provided in writing by the Supplier to the Customer.
  - u. **Subsidiary and Holding Company:** in relation to a company mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006.
  - v. **Supplier:** Gerrard Chauffeur Drive Limited (“Gerrard”), a company registered in England and Wales with company number 02435309, together with any Group Company.
  - w. **Transfer:** A journey consisting of a single collection and single drop off.
  - x. **Vehicle:** the vehicle stated in the Order or otherwise substituted in terms of clause 4.2 of these Conditions.
- 1.2 **The term “Supplier” shall be deemed to extend to “Group Company”.**
- 1.3 **A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.**
- 1.4 **Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.**
- 1.5 **A reference to writing or written includes emails.**



## 2. Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance or a written confirmation of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
  - a. Any advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's brochures or other marketing literature or on the Supplier's website or social media accounts, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
  - b. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
  - c. Any quotation given by the Supplier shall not constitute an offer.

## 3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification (if applicable) in all material respects.
- 3.2 The Supplier reserves the right to amend the Specification (if applicable) if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.3 The Supplier shall be entitled in its sole discretion to sub-contract the provision of the Services.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 Whilst the Supplier shall use reasonable endeavours to procure that the Chauffeur adheres to all timings specified in the Contract, such obligation shall not be of the essence of the Contract.
- 3.6 The Chauffeur shall, unless otherwise specifically stated in the Order, have complete discretion as to the optimum route for the contracted journey, whether or not it is actually the shortest route.



- 3.7 It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of a journey. The Supplier 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) or the Customer by the actual journey time (including but not limited to flight and hotel costs).
- 3.8 Whilst the Supplier shall use reasonable endeavours to procure that the Chauffeur adheres to any itinerary specified in the Order, such obligation shall not be of the essence of the Contract and the Supplier shall not be held responsible for loss or inconvenience arising from the delays in journey durations attributable to traffic or weather conditions, breakdown or otherwise. The Chauffeur shall accordingly not be bound to comply with the Passenger(s)'s request to exceed speed limits.
- 3.9 The Customer acknowledges and agrees that the Chauffeur shall have the absolute discretion to refuse to transport any Passenger(s) who are or, in the opinion of the Chauffeur appear to be, under the influence of drugs or alcohol and whose behaviour whilst in that state reasonably poses a threat to the Chauffeur, the Vehicle or any other Passenger(s).
- 3.10 In the event that any Passenger(s) in the opinion of the Chauffeur are behaving in an unacceptable manner, then the Customer acknowledges that the Supplier may terminate the Contract and cease the provision of the Services even if they are not completed. Such termination shall not remove the responsibility from the Customer to settle all sums due to the Supplier which shall be payable.

## 4. Vehicles

- 4.1 The Supplier will ensure that each Vehicle shall be roadworthy, properly registered, insured, regularly inspected, and with all applicable duties and taxes paid in each case at least as required in order to comply with any applicable laws and regulations.
- 4.2 The Supplier reserves the right to change the Vehicle for the performance of the Services subject always to such replacement being of similar or better standard to the Vehicle. Any vehicle images which the Supplier provides to the Customer are provided for illustration purposes only.
- 4.3 No one other than the Chauffeur shall be entitled to drive the Vehicle.
- 4.4 In the event of any breakdown of the Vehicle, the Supplier shall use reasonable endeavours to ensure that an alternative vehicle attends at the earliest opportunity to recommence the provision of the Services.
- 4.5 In tThe Supplier reserves the right to procure that the Chauffeur refuses the carriage of luggage if in the Chauffeur's opinion the weight and volume of the same is excessive.



- 4.6 The maximum seating of the Vehicle shall be as determined by the Supplier and shall not be exceeded.
- 4.7 The Supplier operates a non-smoking policy in all Vehicles provided by it in accordance with the law.
- 4.8 It shall be the Passenger(s)'s sole responsibility to ensure that any seatbelt provided in the Vehicle is worn by them and the Supplier consequently excludes any liability to the Customer and/or the Passenger(s) attributable to any such failure.
- 4.9 Passengers travelling with children shall be responsible for providing any car seats appropriate for them, unless otherwise agreed in the Order. Furthermore, Passengers travelling with children are responsible for ensuring that any car seats are safely secured throughout the journey.
- 4.10 If the Customer requires the Supplier to provide car seats for children, they should specify the number and age of children to be transported as well as the required type and number of seats. There will be no charge for the first child seat provided; thereafter the Supplier will charge for each additional seat at the rate specified in the Supplier's current tariff.
- 4.11 The Customer shall indemnify the Supplier on demand for any damage caused by the Passenger(s) to the interior or exterior of the Vehicle and for all cleaning and valet costs if any Passenger(s) in any unreasonable way causes the cleanliness of the Vehicle to be of an inferior standard than that which prevailed at pick-up time.
- 4.12 The Supplier shall not be responsible for any property left by Passengers in any Vehicle. Upon finding lost property in any Vehicle, the Supplier shall endeavour to contact the Passenger and return the lost property via an appropriate method (e.g. delivered by a Chauffeur, or returned via a postal or courier service) at the Customer's expense.
- 4.13 The Supplier accepts no responsibility for the loss or damage to any luggage which is transported in a Vehicle unless this is caused by the Supplier's negligence. The Customer acknowledges and accepts that any luggage stored in the Vehicle may move around during the journey and Passengers should take extra care when opening the luggage compartment of the Vehicle.
- 4.14 The Customer must inform the Supplier in the Order if any Passenger wishes to carry any domestic animals in any Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. The Supplier reserves the right to not perform a journey on arrival if it has not been provided with sufficient details of the animal in the Order. Guide dogs are exempt from this requirement and are permitted to be carried in any Vehicle.
- 4.15 The Customer must inform the Supplier in the Order if any Passenger is an unaccompanied minor (i.e. younger than 18 years old). The Supplier reserves the right to not perform a journey on arrival if it has not been provided with sufficient details of the unaccompanied minor in the order.



## 5. Chauffeurs

- 5.1 The Supplier shall ensure that all Chauffeurs will be appropriately licensed in accordance with any applicable laws and regulations and will have been adequately trained for their role in connection with the performance of the Services; and
- 5.2 Each Chauffeur shall be bound by the confidentiality obligations set out in clause 19.

## 6. Customer's Obligations

- 6.1 **The Customer shall:**
  - a. ensure that the terms of the Order and any information provided within the Specification (if applicable) are complete and accurate.
  - b. ensure that its Order contains all relevant additional information, including but not limited to details of any additional destinations during the journey before the final destination, details of any luggage or disability aids (such as wheelchairs) to be transported in the Vehicle, any special requirements of any Passenger (such as disabilities which require driver assistance), whether any domestic animals are to be taken in the Vehicle, whether a Passenger is an unaccompanied minor, whether any baby or child car seats are required and any information relevant to the pick-up or drop-off locations (such as security instructions). The Supplier reserves the right to cancel a journey on arrival at the pick-up location if it has not been provided with any such relevant additional information.
  - c. co-operate with the Supplier in all matters relating to the Services.
  - d. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
  - e. comply with any additional obligations as set out in the Specification (if applicable).
  - f. ensure that the Chauffeur and Vehicle can access the pick-up and destination point set out in the Order (to the extent this is within the Customer's control). If the Chauffeur and the Vehicle cannot access and/or wait at the pick-up and destination point set out in the Order the Chauffeur shall, at their discretion, choose an alternative location as close as reasonably possible to the location set out in the Order.





- 6.2 In the event that the Customer requires any changes or variations to the Contract during the performance of the Services, the Customer will be charged for such changes or variations in accordance with the terms specified by the Supplier.**
- 6.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default)**
- a. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default.
  - b. without limiting or affecting any other right or remedy available to it, the Supplier shall rely on the Customer Default to relieve it from the performance of any of its obligations in each case, to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations.
  - c. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.3; and
  - d. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 7. Charges and payment

- 7.1 The Charges for the Services shall be calculated in accordance with the Supplier's current standard tariff.**
- 7.2 All As Directed Services are charged by the hour, in 15 minute increments, from the time the vehicle leaves the Supplier's nominated base at Hyde Park Corner, London W1 to when it returns to that nominated base. If the duration of a Service changes from the duration originally specified, the Charges will increase accordingly. Similarly, if during the course of an As Directed Service the Vehicle leaves the city limits, the Supplier's Out of Town Hourly Rates (as set out in the Supplier's current standard tariff) will apply and the Charges will increase accordingly.**
- 7.3 A minimum hire period is applicable on all As Directed Services (as per the Supplier's current standard tariff).**
- 7.4 Save where the Vehicle is late in arriving, in the event of the Passenger(s) failing to attend the Vehicle within 15 minutes of the booked pick-up time (where the pick-up is otherwise than an Airport Transfer) or, in the case of an Airport Transfer the Passenger(s) failing to attend within 30 minutes of the booked pick-up time (or in the event of a revised landing time being notified by the Passenger to the Supplier, within 30 minutes of such advised revised landing time pick-**



up time), the Supplier shall, subject to a short discretionary grace period, be entitled to charge the Customer for waiting time in 15 minute increments at the applicable hourly rate in accordance with the Supplier's current standard tariff.

- 7.5 The Customer shall be responsible for all parking and toll charges incurred in the provision of the Services. The Customer shall also be liable to pay a fuel surcharge on every journey. For the avoidance of doubt the Charges for any booking carried out by the Supplier in the UK shall include a TFL congestion toll charge at the applicable rate and a fuel surcharge (both as contained in the Supplier's current standard tariff).
- 7.6 The Supplier shall apply a 50% surcharge to all journeys carried out on Bank Holidays and a 100% surcharge to all journeys carried out on Christmas Day, Boxing Day, New Year's Eve and New Year's Day. Should any of these Bank Holidays (Christmas Day, Boxing Day, New Year's Eve and New Year's Day) fall on a weekend, the surcharge will apply on the replacement bank holidays.
- 7.7 The Supplier shall apply a 20% weekend surcharge to all UK journeys which take place between 22:30 on Friday evening and 01:00 on Monday morning.
- 7.8 The Supplier's Charges for Services requiring an overnight stay will include the reasonable cost of the Chauffeur's accommodation.
- 7.9 Rates for overseas Services are subject to exchange rate fluctuations and the invoiced Charges may differ from prices quoted to the Customer previously.
- 7.10 In certain locations, the Supplier is legally required to provide a meal for the Chauffeur after a certain number of hours of continuous service. The Supplier's Charges will reflect the cost of such meals on such occasions.
- 7.11 Specific events (e.g. Wimbledon Tennis Championships) and other periods of high demand may result in alterations to the Supplier's standard pricing owing to increased demand and limited resources. The Supplier will notify the Customer of any such alterations at the time of booking.
- 7.12 All amounts payable by the Customer under the Contract are exclusive of VAT which shall be charged at the applicable current rate chargeable in the UK.
- 7.13 The Supplier's Charges for Services provided in the European Union and the way in which it accounts for VAT in relation to the supply of those Services will, where appropriate, be governed by the Tour Operators Margin Scheme.
- 7.14 **The Customer shall:**
  - a. For Customers whose account has been set-up for settlement by credit card, the Supplier will produce a single invoice per Order and charge the Customer's nominated card with the final amount within 48 hours of completion of the Order. The Supplier will send the invoice to the Customer (to the email address held stored on file) at the same time that the card is charged and this invoice will detail all charges associated with that Order.
  - b. For all other Customers there are 3 invoicing frequency options:



- 7.14
- I. Invoice per journey:  
the Supplier will send the Customer an invoice within 48 hours of completion of the journey.
  - II. Weekly invoicing:  
the Supplier will send the Customer an invoice detailing the Charges associated with journeys which have been carried out by the Supplier in the previous week.
  - III. Monthly invoicing:  
the Supplier will send the Customer an invoice detailing the Charges associated with journeys which have been carried out by the Supplier in the previous month.

**The Supplier will send all invoices to Customer's nominated e-mail address.**

- 7.15 **The Customer shall pay each invoice submitted by the Supplier:**
- a. within 30 days of the date of the invoice; and
  - b. in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 7.16 **When the Charges contained in the Supplier's invoice are queried or relate to a Service that is the subject of an ongoing complaint, the Supplier's standard payment terms (as set out in clause 7.15) continue to be effective, unless the query results in a partial or complete refund. In this case, payment terms will apply from the date of issue of any credit note or revised invoice.**
- 7.17 **In the event that the Customer has a query in relation to an invoice that may delay payment, this must be notified in writing to the Supplier within 14 days of receipt of the invoice after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.**
- 7.18 **If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14.4, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.18 will accrue on a daily basis at the rate of 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when the Bank of England's base rate is at or below 0%.**
- 7.19 **All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).**



## 8. Cancellation

- 8.1 Subject to clause 8.2 below, if prior to delivery of the Services, the Customer gives notice in writing to the Supplier that it wishes to cancel an Order, either in whole or in part, the Supplier shall be entitled to payment from the Customer of a cancellation charge as follows:**
- a. If an Order for a journey taking place inside the M25 is cancelled 4 hours or more before the Services are due to begin, there will be no charge. If such an Order is cancelled less than 4 hours before the Services are due to begin, the Supplier shall be entitled to payment from the Customer of a cancellation charge equal to 100% of the Charges due.
  - b. If an Order for a journey taking place outside the M25 is cancelled 8 hours or more before the Services are due to begin, there will be no charge. If such an Order is cancelled less than 8 hours before the Services are due to begin, the Supplier shall be entitled to payment from the Customer of a cancellation charge equal to 100% of the Charges due.
  - c. If an As Directed Service is cancelled 24 hours or more before the Services are due to begin there will be no charge. If an As Directed Service is cancelled less than 24 hours before the Services are due to begin then a cancellation charge equal to the Charges for 8 hours of the As Directed Service is due and payable.
  - d. If the Order is for an international Service, a minimum of 24 hours' notice of cancellation is required, failing which the Service will be charged in full.
- 8.2 If, in relation to an Order or Specification, the Supplier and the Customer agree in writing cancellation terms and/or charges which differ to those set out in clause 8.1 above, those cancellation terms and/or charges, which may or may not be more onerous than those described in clause 8.1, shall apply.**
- 8.3 For the purposes of clauses 8.1 and 8.2 above, a Customer 'no show' will be treated as a chargeable cancellation.**
- 8.4 An amendment to an Order will generally treated as a new Order and the original Order will be treated as cancelled and subject to the cancellation policy (with corresponding charges) set out in this clause 8.**

## 9. Coach Services

The Customer's attention is drawn to the following terms and guidance which will apply to any coach Services. The Supplier does not own coaches. Accordingly, all coach bookings are serviced through the Supplier's network of coach partners. These companies operate under different rules, regulations and service offerings to the Supplier's own.



- 9.1 Traffic which causes a delay to a coach's arrival will be considered an event outside of the Supplier's control.
- 9.2 The Supplier cannot guarantee the ability to accommodate last minute changes to Orders for coach Services.
- 9.3 The Supplier cannot guarantee that the coach driver provided will meet a particular standard of attire.
- 9.4 Coach operators are bound by very strict rules related to the number of hours their drivers are legally permitted to work without rest. Coach drivers/operators WILL NOT agree to stretch these rules for the Supplier or the Suppliers' customers, since their operating licence and livelihood could be put at risk by doing so. All coaches are fitted with tachographs (which record information about driving time), which are used to ensure drivers and operators follow the rules on drivers' hours. If the Customer is booking coaches for long days (for example on an event), the Customer should consider booking multiple vehicles (with staggered start times) or multiple drivers working in shifts to accommodate their needs.
- 9.5 Quotes that the Supplier provides for coaches will only be valid at the time they are provided. It is very normal for the price to increase (and cancellation terms become more onerous) closer to the booking date as resources become more limited. The price contained in a quote will only be guaranteed by the Supplier once confirmed in writing.
- 9.6 It is common practice amongst coach companies to overbook their coaches, much like airlines. Accordingly they may advise the Supplier subsequent to confirming a booking that they no longer have the vehicle(s) available to honour the booking. In this situation the Supplier will do its best to find a coach from another operator, but it is not guaranteed.
- 9.7 A 72 hour cancellation policy shall apply to all Orders for coach Services (unless different cancellation terms have been advised to the Customer by the Supplier at the time of booking). Any Orders for coach Services cancelled within 72 hours of the booked pick-up time shall be 100% chargeable.

## 10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.1. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the contract for the purpose of providing the Services to the Customer.



## 11. Data protection and data processing

- 11.1 The Customer and the Supplier acknowledge that for the purposes of the GDPR legislation, the Customer is the Data Controller and the Supplier is the data processor in respect of any Personal Data.
- 11.2 The Supplier shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.
- 11.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 11.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 11.5 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 10.
- 11.6 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's instructions.

## 12. Limitation of Liability

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation; or
  - c. any other liability that cannot be excluded by law



- 12.2 Subject to clause 12.1, the Supplier shall not under any circumstances be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:**
- a. loss of profits;
  - b. loss of sales, business or revenue;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of use or corruption of software, data or information;
  - f. loss of or damage to goodwill; and
  - g. any indirect or consequential loss.
- 12.3 Subject to clauses 12.1 and 12.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.**
- 12.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.**
- 12.5 This clause 12 shall survive termination of the Contract.**

## **13. Non-Solicitation**

- 13.1 The Customer shall not (except with the prior written consent of the Supplier and subject to the payment of an agreed sum by way of compensation) directly or indirectly solicit or entice away (or attempt to solicit or entice away) any employee, contractor or Chauffeur of the Supplier.**
- 13.2 This clause 13 shall be valid during the term of the Contract and for a further period of 6 months after the termination of the Contract for any reason.**



## 14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days' written notice.**
- 14.2 Without affecting any other right or remedy available to it, 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 10 days of that party being notified in writing to do so;
  - b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - d. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.**
- 14.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.**





## 15. Consequences of termination

- 15.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.
- 15.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 16. Force Majeure

- 16.1 The Supplier shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by a Force Majeure Event. A Force Majeure Event is defined in clause 16.2 below.
- 16.2 A "Force Majeure Event" means any act or event beyond the Supplier's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, protest, demonstration, invasion, terrorist attack or threat, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, snow, flood, earthquake, volcanic eruption, subsidence, epidemic or other natural disaster, act of God, failure of public or private telecommunications networks, impossibility of the use of motor transport (by reason of, for example but not limited to, a fuel shortage) or other means of public or private transport, road traffic accidents, road closures and the Vehicle suffering mechanical failure despite the Supplier's compliance with clause 4.1.
- 16.3 In the event of a Force Majeure Event that affects the performance of the Supplier's obligations under the Contract:
  - a. the Supplier shall contact the Customer as soon as reasonably possible to notify them of the Force Majeure Event;



- b. the Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event; and
- c. the Supplier shall endeavour to provide the Customer with an alternative vehicle and/or Chauffeur or means of transportation through which to complete the journey, although.

## 17. Complaints

- 17.1 In the event that the Customer wishes to complain about the Service provided by the Supplier, the Customer should raise the complaint with its nominated account manager or the person responsible for organizing the Services in the first instance. Should the matter not be resolved to the Customer's satisfaction, the Customer can also escalate the complaint to one of the Supplier's directors.
- 17.2 All complaints must be made within 5 days of completion of the Services and cannot be considered once payment of an invoice has been received. Failure by the Customer to notify the Supplier in accordance with this procedure may affect the Customer's right to a refund or compensation from the Supplier.
- 17.3 The Supplier will acknowledge receipt of any Customer complaint immediately and advise the Customer when and how the Supplier will contact the Customer again regarding that complaint. The Supplier may request further information from the Customer in order that it may investigate the complaint thoroughly.
- 17.4 The Supplier will endeavour to resolve all issues within 5 working days, however, the Supplier may require additional time in order to investigate a complaint fully.

## 18. Assignment

- 18.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 18.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.



## 19. Confidentiality

- 19.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.1 (below).
- 19.2 Each party may disclose the other party's confidential information:
- a. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
  - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 20. Entire agreement

- 20.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 20.3 Nothing in this clause shall limit or exclude any liability for fraud.



## 21. Variation

- 21.1 The Supplier reserves the right to vary these Conditions from time to time.
- 21.2 When the Customer places an Order with the Supplier, the Conditions in force at that time will apply to that Order.

## 22. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 23. Severance

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.

## 24. Notices

- 24.1 The Supplier reserves the right to vary these Conditions from time to time.
- 24.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.



24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 25. 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.

## 26. 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 the Contract or its subject matter or formation (including non-contractual disputes or claims).

[gerrardcars.co.uk](http://gerrardcars.co.uk)  
+44 (0) 20 8944 5252  
[booking@gerrardcars.co.uk](mailto:booking@gerrardcars.co.uk)



**GERRARD**