

## Account Terms and Conditions

### 1. Definitions and Interpretation:

"Company" means Premier Black trading as Premier First Limited which expression shall where the context allows include its employee's agents and subcontractors; "Client" means the person(s), firm or company for whom the Company has agreed to provide the service in accordance with these Terms and who is more particularly described in the Contract. "Contract" means the written or oral contract for the provisions of the service entered into between the Client and the Company which incorporates these Terms; "Service" means the service for the transportation by the Company of the Passenger(s) as described in the Contract; "Passenger(s)" means the Client and (subject to the carrying capacity of the Vehicle not being exceeded) the Client's nominees; "Vehicle" means the vehicle described in the contract or a vehicle of a similar description "Contract Period" means the period specified in the Contract together with any other period when the Vehicle is at the disposal of the Client; "Company's Standard Charges" means the charges shown in the Company's current brochure or other published literature relating to the Service from time to time; "Business Day" means a day which is not a Saturday or a Sunday, or a bank or public holiday in England and Wales

1.1 It is hereby declared that any subcontractor of the Company and the servants and agents of the Company and any subcontractor are third parties to these Terms within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce the same accordingly.

### 2. Supply of the Service

2.1 The Company shall provide the Service to the Client subject to these Terms and the Contract. Any changes or additions to the Service or these Terms must be agreed in writing by a senior member of management of the Company

2.2 No bookings will be accepted by the Company unless the Client account number is quoted and the Company is entitled to assume that any person who correctly quotes the Client's name and account number has authority to make the booking on behalf of the Client. The Client is solely responsible for safeguarding the confidentiality of such numbers and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it.

2.3 The Company may in its absolute discretion without liability and without giving reasons refuse to accept any booking.

2.4 All accepted bookings are confirmed at the time of booking. The Client is liable for all charges incurred from the time when the Vehicle is assigned to the booking until completion of the assignment or sooner cancellation. In the event of cancellation by the Client or Passenger(s), the Client is also liable for such charges as may necessarily be incurred by the Company consequent upon or in order to implement the cancellation.

2.5 The Company may at any time without notifying the Client make any changes to the Service necessary to comply with any applicable safety or other specified statutory requirements, or which do not materially affect the nature or quality of the Service.

### 3. Fees and Payment for the Service

3.1 The Company may vary the Company's Standard Charges from time to time by giving not less than one month's written notice to the Client.

3.2 All charges quoted to the Client for the provision of the Service are exclusive of any VAT

3.3 The Company may invoice the Client following the end of each week in which the Service is provided, or at other times agreed.

3.4 The Company's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable VAT, and without set off or deduction) within 30 days of the date of the Company's invoice.

3.5 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 5% above the base rate from time to time of the Royal Bank of Scotland plc from the due date until the outstanding amount is paid in full.

3.6 The Company reserve the right to levy a cancellation fee in respect of a booking made for the Service which is cancelled by a Client.

3.7 Upon termination of the account all sums due to the Company become immediately due and payable.

### 4. Use of the Vehicle

4.1 The Vehicle shall be at the Client's disposal during the Contract Period for the carriage of the Passenger(s) but shall not be used otherwise than on public roads except on a private driveway or place of public resort and being of a reasonable standard.

4.2 The Client shall not require the driver of the Vehicle to break any provision of the Road Traffic Acts

4.3 No animals may be carried without the prior agreement of the Company.

### 5. The Client's Liability

5.1 The Company is responsible for the safety of the Vehicle. Any Passenger whose conduct is in breach of statutory regulation or is unreasonable will be removed from the Vehicle or prevented from boarding at the discretion of the driver. The Client will be responsible for the conduct of the Passenger(s) and shall be responsible for any damage caused by the Passenger(s) to the Vehicle or otherwise where such loss and/or damage has been caused by the acts or omissions of the Passenger(s) including but not limited to spillages.

### 6. The Company's Liability

6.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, save as expressly set out in these Terms, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service (including any delay in providing the Service).

6.2 The Company 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 loss delay or inconvenience caused by the actual time of the journey.

6.3 The driver shall be the sole arbitrator as to the carriage of the Passenger's luggage and its storage. The Company shall have no liability for any property left in the Vehicle by the Passenger(s). All articles of lost property recovered from the Vehicle will be held at the Company's registered office for a period of 1 month from the date of the Contract Period.

6.4 Any complaints in respect of the Service should be made in writing to the Company's registered office within 21 days of the date the matter complained about occurred.

**7. General – Specified Services**

7.1 These Terms together with the Contract supersede any previous agreement or understanding between the parties and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.5 These Terms are governed by English law.