

## TERMS & CONDITIONS

### WHO WE ARE

1. The following terms and conditions apply when you use our booking service(s) for 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 following Veezu Group businesses each being licensed private-hire operators ("us, "we").

• A2B Radio Cars Birmingham	(0121 733 2000 – <a href="http://www.a2bradiocars.com">www.a2bradiocars.com</a> )
• A2B Radio Cars Solihull	(0121 433 7000 – <a href="http://www.a2bradiocars.com">www.a2bradiocars.com</a> )
• A2B Radio Cars Wolverhampton	(0121 733 3000 – <a href="http://www.a2bradiocars.com">www.a2bradiocars.com</a> )
• Amber Cars Bradford	(01274 393930 – <a href="http://www.amber-cars.co.uk">www.amber-cars.co.uk</a> )
• Amber Cars Leeds	(0113 231 1366 – <a href="http://www.amber-cars.co.uk">www.amber-cars.co.uk</a> )
• Dragon Taxis Bridgend	(01656 655 766 – <a href="http://www.dragontaxis.com">www.dragontaxis.com</a> )
• Dragon Taxis Cardiff	(02920 333333 – <a href="http://www.dragontaxis.com">www.dragontaxis.com</a> )
• Dragon Taxis Newport	(01633 216216 – <a href="http://www.dragontaxis.com">www.dragontaxis.com</a> )
• Dragon Taxis Torfaen	(01495 781781 – <a href="http://www.dragontaxis.com">www.dragontaxis.com</a> )
• Go Carz Dudley	(01384 88 88 00 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• Go Carz Sandwell	(0121 000 1111 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• Go Carz Shropshire (Shrewsbury)	(01743 44 11 44 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• Go Carz Telford & Wrekin	(01952 50 10 50 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• Go Carz Walsall	(01922 41 42 43 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• Go Carz Wolverhampton	(01902 71 72 73 – <a href="http://www.gocarz.co.uk">www.gocarz.co.uk</a> )
• V Cars Bath	(01225 464646 – <a href="http://www.v-cars.com">www.v-cars.com</a> )
• V Cars Bristol	(01179 252626 – <a href="http://www.v-cars.com">www.v-cars.com</a> )
• V Cars Chippenham	(01249 656565 – <a href="http://www.v-cars.com">www.v-cars.com</a> )
• V Cars Swindon	(01793 701701 – <a href="http://www.v-cars.com">www.v-cars.com</a> )
• V Cars South Gloucester	(01454 279842 – <a href="http://www.v-cars.com">www.v-cars.com</a> )

2. All telephone calls, including when you call to make a booking, are recorded for training, regulatory & 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

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### MAKING A BOOKING

4. These terms apply when you use our booking services via our:
  - Booking application(s)

- Telephone number(s)
  - Website(s)
  - Social media platform(s)
  - Dedicated taxi bell/taxi butler/taxi booking mobile device(s)
5. In accordance with any relevant UK legislation and regulations, we provide to you certain booking services, which include:
- (a) processing bookings requested by you for transportation services in accordance with sub-paragraph 7 below, but we reserve the right to decline any such request and/or cancel an accepted booking at its absolute discretion;
  - (b) keeping records of bookings in line with legal obligations;
  - (c) remotely monitoring journeys booked using our various booking methods;
  - (d) receiving and dealing with feedback, questions and complaints relating to bookings processed by us; and
  - (e) helping you when you think you may have lost property after taking a journey you booked using our service
6. We handle bookings from our various licensed premises and we are subject to all statutory and regulatory obligations and liabilities with respect to that activity.
7. On making a booking, a licensed private-hire vehicle driver or licensed Hackney Carriage vehicle driver, a "**Driver Partner**", will be assigned to your booking and will be responsible for providing you with transport services. Details of the Driver Partner and their vehicle will be provided to you shortly after your booking is made. In legal terms, the contract for the transport service is not made by the booking but is subsequently made between you and the Driver Partner when your Driver Partner collects you. The contract for transport services is between you and your Driver Partner. We are not party to it. The company which you use to book your journey acts as a disclosed intermediary for the Driver Partner in connecting you/your booking to them. If you pay by credit /debit card, Veezu Services Ltd. (or any other company in the Veezu group that Veezu Services Ltd. has appointed) will also act as disclosed agent in accepting payment from you on the Driver Partner's behalf. Please note that the Driver Partners are not employees nor workers of any company in the Veezu group; they are self-employed contractors.
8. We do not provide transportation, logistics, delivery or other services. We accept bookings and 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 contractors (being the licensed private-hire vehicle drivers, referred to in these terms as Driver Partners).
9. 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.
10. 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.

11. 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

12. The booking services are provided by us to you free of charge.

13. Any time or fare estimates given to you at the time of making your booking are estimates only.

14. The fare payable by you for your journey shall be calculated according to the applicable tariff at that time. Additional costs may be payable by you where your journey involves car park charges, tolls, wait times or extras etc.

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 we provide 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.

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 will be made on your card which will result in £1.01 being debited from your account, and subsequently re-credited, this is known as a pre-authorisation card or funds validity check.

18. Payments by credit/debit card will be collected for and on behalf of the Driver Partners by Veezu Services Limited ("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. We will have limited access to your personal credit and/or debit card information and cannot share that information. We act as disclosed sub-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.

20. All journey charges will be shown on your receipt emailed to the email address used to sign up to the application.
21. If you believe that your Driver Partner over-charged or under-charged you for a journey you booked using our service, please get in touch with us so that we can review, and if appropriate, we will, on behalf of the Driver Partner arrange for a refund or take additional payment.

## YOUR JOURNEY

22. All bookings for journeys to a railway, bus or coach station must be made for pickup at least one hour before departure in order to minimise any risk of losing the connection for onward travel. Please note that we do not accept any liability for any bookings which result in late arrivals nor any losses arising as a result of journeys taking longer than anticipated.
23. All bookings for journeys to airports for flights must be made for arrival 1.5 hours before your allocated check-in time. Please note that we do not accept any liability for bookings resulting in late arrivals nor any losses arising as a result of journeys taking longer than anticipated.
24. If you require any adjustments to your travel due to a protected characteristic (e.g. disability), please provide any relevant information to us when making your booking. 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 [www.veezu.co.uk](http://www.veezu.co.uk)
25. 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.
26. 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 you or the driver partner if face coverings are not worn by you, fellow passengers or the driver partner.

## OUR LIABILITY TO YOU

27. 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.
28. 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 22, 23 and 25 above.
29. 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.
30. 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.

31. 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

32. We are under a legal duty to provide the booking services with reasonable care and skill. If you are not satisfied with our booking services 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 for our booking services there is no right to a refund.

## HOW WE MAY USE YOUR PERSONAL INFORMATION

33. We will only use your personal information as set out in our Privacy Policy shown on our website [www.veezu.co.uk](http://www.veezu.co.uk)

## OTHER IMPORTANT TERMS

34. 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.

35. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

36. 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.

37. 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

38. 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

39. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

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