



LONDON

iRide

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TERMS & CONDITIONS

Our Terms & Conditions are detailed below

Section 1- Terms & conditions relating to our Account Customers

Section 2- Terms & conditions relating to our non-account customers (Cash/ Credit Card)

Section 3- Terms & conditions relating to all iRide London services

Section 4- Explanation of pricing or how to obtain pricing and charging information for each of our services

Company information:

iRide London Ltd has company number **9706257**.

Please read these terms& conditions carefully. Your application to register an Account and your continued use of our website/ App will constitute your acceptance of these terms & conditions.

Section 1 - Account customers:

(1) GENERAL

- 1.1. To make bookings on account with iRide London, you need to open an account using our account application form
- 1.2. Once you have filled in the Application form and sent back to iRide London is an offer from the Customer to enter into a contract with iRide London for the provision of the Services on an Account basis. A contract will be concluded only upon issued by iRide London to the Customer of written confirmation that the Account Application has been accepted.
- 1.3. iRide London reserves the right in its absolute discretion, and without giving reasons, to reject an Account Application and to decline to enter into a contract.
- 1.4. The Customer shall notify iRide London of any change of information previously provided when the Application form was filled in. Any alterations will take effect on the date of the email sent by iRide London to the Customer confirming the requested changes.
- 1.5. iRide London is acting as an agent between you and the drivers.

(2) BOOKINGS

- 2.1. Unless agreed otherwise, no bookings will be accepted by iRide London unless the Account Number is quoted or any other agreed Account security information is quoted. It's the Customers responsibility to ensure that the Account number or other agreed Account security information is kept confidential and secure and shall not be disclosed to any unauthorised person. iRide London is entitled to assume that any person who correctly quotes the Customer's name and Account number or any other agreed Account security information has the authority to make the booking on behalf of the Customer.
- 2.2. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it. iRide London does not accept any liability for any unauthorised access to an Account arising from a Customer's failure to comply with the clause.

(3) PAYMENT

- 3.1. Unless agreed otherwise, invoices are issued on a monthly basis to the address and relevant person indicated on the Account application form. Each invoice only consists of bookings up to the date being invoiced.
- 3.2. Settlement in full is due 28 Days from the invoice date.
- 3.3. iRide London reserves the right to charge interest on unpaid Accounts at the base rate of Barclays Bank.
- 3.4. The Customer shall pay to iRide London any reasonable expenses (including those charged by any debt collection agency) together with all legal and

court costs incurred in the collection of any overdue payment and the minimum charge in this respect shall be £50.

- 3.5. Any queries must be notified in writing to iRide London (accounts@iridelondon.com) within 28 days of receipt of the invoice.

Section 2 - Cash Customers:

- 1.1. When making a cash booking with iRide London, iRide London is acting as an agent between you and the drivers. iRide London offers your booking to a driver and when he accepts it, a contract is formed between you and the driver. That contract is subject to these terms & conditions.
- 1.2. In consideration for the driver carrying out your journey, you will pay that driver either directly by giving him/her cash or indirectly via iRide London's credit card payment mechanism.
- 1.3. Drivers may on occasion require cash payments to be made before a booking is undertaken.
- 1.4. Cash and credit card bookings are not subject to VAT unless the driver carrying out your booking is VAT registered, in which case VAT will be charged in addition to the fare.

Section 3 - Terms & conditions relating to all iRide London services:

- 1.1. Any quoted pick up or journey times are best estimates only, and whilst it uses reasonable efforts to convey passengers to their destinations in the shortest possible time, iRide London shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Customer's or passengers expectations for whatever reason, nor shall iRide London have any other liability to the Customer or passengers in connection with the time at which the Customer or passenger reach or fail to reach the destination.
- 1.2. iRide London shall only be liable for losses suffered by a Customer that are direct result of a breach by iRide London of those terms & conditions and, for the avoidance of doubt, iRide London shall have no liability for any damage, loss, costs, claims or expenses incurred or suffered by the Customer or the passenger (other than death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of iRide London .
- 1.3. It shall be for the Customer or passenger to ensure that valuable, unusual or any other items are covered by appropriate insurance. iRide London cannot entertain any claim for loss of or damage to any such item.
- 1.4. If iRide London cancels a booking it shall have no liability to the Customer or intended passengers if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation.

- 1.5. If you are a business customer, please note that, iRide London will not be liable to you for:
- (a) Loss of profits
 - (b) Sales
 - (c) Business
 - (d) Revenue
 - (e) Business interruption
 - (f) Loss of anticipated savings
 - (g) Loss of business opportunity, goodwill or reputation
 - (h) Any indirect or consequential loss or damage
- 1.6. If you are a consumer Customer you are only permitted to use the Website for domestic and private use, and not for any commercial or business purposes. iRide London accepts no liability for any loss of profit, loss of business, business interruption, loss of business opportunity or any indirect or consequential loss or damage
- 1.7. Any claim or complaint shall be notified by the Customer to iRide London within 28 days of the date of the invoice containing the relevant booking for account bookings and within 28 days of the date of the journey for all non-account bookings. All correspondence should be emailed to:
Customerservice@iridelondon.com
- 1.8. Any compensation and/or liability for a Customer Service issue and/or a passenger complaint is limited to the value of the initial journey. Any additional payment will be at the discretion of iRide London Ltd.

Force Majeure

Where a Force Majeure Event gives rise to a failure or delay in iRide London Limited, any obligations will be suspended for the duration of the Force Majeure Event

Your use of the App and Website

- 2.1. This clause governs the Customer's use of the Website and the App. iRide London may revise these Terms of use at any time. Please check this page from time to time to take note of any changes that have been made because any use of the Website or App will constitute an acceptance of these Terms of use.
- 2.2. When using the Website, you are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.
- 2.3. You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

- 2.4. You agree that by downloading the App or accessing the Website, you are bound by these Terms & Conditions.
- 2.5. You are not permitted to reverse engineer or attempt to reverse engineer the App or any other technology provide by iRide London in connection with the provision of the Services.

Your obligations

- 3.1. You agree
- 3.2. to pay all charges arising out of use of the Services which are in accordance with these Terms & Conditions, whether payment is by direct transfer, direct debit, cheque, credit card, debit card or cash.
- 3.3. Not to use iRide London for any unlawful or illegal purpose and to comply with all applicable laws.
- 3.4. That all personal information provided to us in order to receive the Services is true, accurate and up-to-date.
- 3.5. Not to do anything to damage the reputation of iRide London or any of its drivers.
- 3.6. Not to consume alcohol while in a car and we or the driver reserve the right to decline carriage to any person who, in our opinion is intoxicated.
- 3.7. To be responsible always for your luggage and acknowledge that no liability is accepted for loss or Damage to any luggage that is transported.
- 3.8. To treat with respect and not be abusive or violent towards any iRide London employees, staff or other customers.
- 3.9. To wear, and to ensure that passengers wear a seatbelt at all times whilst travelling in our vehicles.
- 3.10. That if you or any passenger travelling with you under your booking soils or damages the car you will be liable.

Booking confirmation and cancellation

- 4.1. iRide London may in its absolute discretion without liability and without giving reasons, refuse to accept any booking
- 4.2. All accepted bookings are confirmed at the time of the booking by one or more of the following methods:
 - (a) Email
 - (b) oral confirmation
 - (c) screen of the App or WebsiteThe Customer is liable for all applicable charges incurred from the time when the vehicle is assigned to the booking until completion of the assignment or sooner.

Cancelling Booking

- 4.3. Customers may cancel their bookings in the following way
For account, credit card and cash bookings by telephoning the call centre
- 4.4. In the event of a cancellation by the Customer, the Customer maybe liable for cancellation charges.

Subsidiary Accounts of the Customer

- 5.1. From time to time the Account Customer may wish to create additional (subsidiary) accounts to the original account for billing or service purposes. So long as the subsidiary account are billable to the legal entity stated on the Customer's original agreement with iRide London, then no further formal applications are necessary.
- 5.2. These Terms & Conditions apply in all instances when iRide London services are used regardless of whether the process of setting up Customer subsidiaries has been completed in full or not.

Termination of Account

- 6.1. Business and credit/debit card Accounts are terminable by either party in writing on 7 days' notice at any time without any reason being given and may also with immediate effect be terminated by iRide London without notice at any time if any amount is due and unpaid by the Customer
- 6.2. iRide London may suspend your access to the services at any time without notice to you if we reasonably believe that you have breached these terms and conditions.
- 6.3. Upon termination of the Account for whatever reasons all sums payable to or chargeable by iRide London, or otherwise appearing on the customer's account, shall become immediately due and payable in full if not already due and payable.

No waiver

It is understood and agreed that failure by us or you in exercising any right, power or privilege under these terms & conditions will not act as a waiver under this letter nor will any single or partial exercise of the right preclude any further exercise of any right, power or privilege.

Severance

If any of these terms and conditions are found to be unlawful, invalid or unenforceable, that part shall be deemed to be deleted and the remaining terms and conditions shall not be affected and shall continue to apply in full.

Assignment

The contract between you and iRide London is personal to you and you may not assign your rights under these terms & conditions without our prior written consent.

Application law

The laws of England and Wales apply to these terms and conditions and by dispute relating to the provision of services by iRide London shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Section 4 - Pricing

- 7.1. Prices for our services can be obtained on request and will be automatically at the time of the booking for App or online bookings. Journeys within the M25 are priced on a fixed route basis between postal codes.
- 7.2. We will review our prices from time to time and may vary them. We will advise Account Customers in writing or email.
- 7.3. Charges are applicable for each service type. Items and bases of charging include, but are not limited to:
 - (a) A minimum fixed charge for every hiring;
 - (b) A charge for waiting time over a set threshold will be applicable;
 - (c) M25 request shall be priced at £15.00 extra;
 - (c) In the event of a vehicle being soiled by a passenger, a soiling charge of **£40.00** will be applied.

Section 5 - Liability

- 8.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms and Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 8.2. 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; or for fraud or fraudulent misrepresentation.