

## DrivenbyDrivers Terms and Conditions for Booking

### 1. Introduction

Tingling Travel Ltd with registered office at 13 Audleigh Place, Chigwell, Essex IG7 5QT, Company No. 13583403 trading as “DrivenbyDrivers” provides an enabling service, through its website (the “Website”), for visitors to the Website (“Customers”) to state details of planned journeys to a given destination for multiple persons and in return receive offers from third party providers of road transport services (the “Carrier”) to fulfil that requirement (the “Offer”).

DrivenbyDrivers acts as a facilitator between the Customer and the Carrier, for which it receives a commission from the sums paid by the Customer to the Carrier at the point where a deposit to secure the booking is paid (the “Deposit”). The Website represents an advertising platform for both Customers and Carriers, DrivenbyDrivers does not provide preferential services to the parties accessing or using the Website. The Website may be accessed by any electronic device connected to the internet, at the discretion of the users.

These terms and conditions regulate the access of Customers to the Website and the services offered by Carriers in relation to the booking by the Customer of a service based on an Offer that the Customer believes meets the criteria for the journey to be undertaken.

### 2. Use of the Services

#### 2.1. Transportation Services

In relation to the Offers submitted on the Website, DrivenbyDrivers does not offer any transport service to the Customer. Carriers are the only party providing, and are therefore responsible for, the Offer, the transportation services, the ticketing, and conditions and contract of carriage and ticketing.

DrivenbyDrivers receives commission by providing an introduction service, which is the only service DrivenbyDrivers provides. It does not act as an intermediary, arbitrator or guarantor for either Customer or Carrier, or in respect of any Offer. DrivenbyDrivers’s obligations end with the receipt of the required Deposit, which secures the Carrier’s proposed transportation service for the Customer.

DrivenbyDrivers is not a contractual partner in relation to an Offer and the transportation services connected to the Offer and therefore assumes no responsibility for such contract created by accepting the Offer.

Customers acknowledge that ticketing, booking seats for a transportation service and conducting the transportation service is subject to the terms and conditions (“Carrier Ts&Cs”) of the relevant Carrier, which will be deemed accepted by the Customer upon accepting an Offer.

#### 2.2. Set Up of the Website

In order to operate the Website DrivenbyDrivers uses third party partners to deliver the content and enable access via the internet, booking services subject of an Offer, Deposit payment and invoicing.

Carriers making Offers to Customers are third parties with whom DrivenbyDrivers does not have a direct relationship, other than for the provision of the Website in order for Carriers to respond to requests for a journey. Carriers that access the Website are subject to this set of terms and conditions of use.

#### 2.3. Information Provided

**Customers and Carriers must provide truthful, valid and current information while using the Website. DrivenbyDrivers shall not be liable for any misleading or incorrect information provided by Customers in accepting an Offer, or for misleading or incorrect Offers placed by a Carrier on the Website, or which are provided as a result of an enquiry made by a Customer via the Website.**

DrivenbyDrivers holds personal information relating to Customers for the express purpose of delivering the services provided via the Website. DrivenbyDrivers holds details of the Carriers using the Website to make an Offer to a prospective Customer, solely for the purposes of facilitating the placing of a contract between the Customer and the Carrier for transportation services and transfer of the Deposit paid by the Customer upon accepting an Offer.

Management and handling of data received by DrivenbyDrivers is set out in the separate policy document concerning use and management of data (the “Privacy Policy”).

Where a Customer request includes the carriage of unaccompanied children (a child being a person being under the age of 18 years), the request must be made by an adult on behalf of the child or children and contact details provided for a responsible adult for the child/children when accepting an Offer. The Carrier may, at its sole discretion, refuse to carry unaccompanied children where it is not satisfied that adequate contact details for a responsible adult have been provided at the time of booking.

### 3. Prices and payments

#### 3.1. Prices and fees

The Carrier sets the price in an Offer at its sole and absolute discretion. Prices will be as stated in the Offer, it is the Customer’s responsibility to ensure the composition of the price in the Offer is understood and meets the requirements set out in the request.

Upon accepting an Offer, the Customer becomes liable to pay the required Deposit of 30% of the full price in the Offer to DrivenbyDrivers to the bank and account, or payment portal stated by DrivenbyDrivers. The payment of the Deposit secures the contract between the Customer and the Carrier, but the completion of the contract and the payment of the remainder of the price stated in the Offer are responsibilities of the Customer and the Carrier only.

The Deposit paid to DrivenbyDrivers is not refundable in the event of the cancellation of the service contracted by the Customer, or the termination of the contract between the Customer and the Carrier for whatever reason. The Customer and the Carrier may enter into negotiations concerning the proportion of the Deposit transferred by DrivenbyDrivers to the Carrier, without any claim or right of recovery of the commission deducted by DrivenbyDrivers in any circumstances.

DrivenbyDrivers will deduct from the Deposit its commission in respect of effecting the introduction via the Website which shall be 15% of the Deposit due. No deduction, offset or failure to pay the sum due DrivenbyDrivers is permitted. If the Deposit is not paid in full, no contract will be formed between the Customer and the Carrier. No refund of DrivenbyDrivers’ commission shall be made in the event of a subsequent cancellation or termination of the contract between the Customer and Carrier, for whatever reason, after the payment of the Deposit.

#### 3.2. Payment

Payment of the Deposit is due at the time the Offer is accepted. The Deposit is payable to DrivenbyDrivers via the Website. The payment of the Deposit creates a contract between the Customer and the Carrier. By paying the Deposit, the Customer is agreeing to pay the commission payable to DrivenbyDrivers, which is non-refundable under any circumstances.

The balance of the sum due is payable direct to the Carrier, on the basis set out in the Carrier Ts&Cs. DrivenbyDrivers accepts no responsibility for, or liability resulting from, the payment terms set by the Carrier. The Customer should satisfy itself that the fee stated in the Offer is the total fee payable, including any separate service charges the Carrier applies.

If a payment to DrivenbyDrivers or a Carrier is rescinded by the Customer’s card provider, either to DrivenbyDrivers or the Carrier, the contract between the Customer, DrivenbyDrivers and the Carrier will be cancelled without compensation or refund of any sums paid.

If the Customer cancels the journey after the payment of the Deposit, they must consult the terms and conditions of the Carrier in respect of cancellations

#### 3.3. Payment Methods

Payment of the Deposit is payable using debit and credit cards, or online payment services specified on the Website from time to time. The Customer is liable for the payment of any transaction fee applied by the payment provider. DrivenbyDrivers receives the name of the cardholder, or payment account holder, in order to apply the payment to the Offer accepted by the Customer.

Payment of the balance of the fee in the Offer is payable directly to the Carrier, using the payment method and payment terms set out by the Carrier.

#### **4. Cancellation Policy**

In case of cancellation of the booked transportation service by the Carrier, the Customer has, in accordance with applicable law and/or Carrier Ts&Cs, the right to demand from the Carrier the reimbursement of the amount paid and or other rights against the Carrier under such law, less the Deposit. Details of the Carrier's cancellation policy are set out in the Carrier Ts&Cs. DrivenbyDrivers is not responsible and shall not be held accountable for the reimbursement of any amount, or for any damages or loss of profits or for the arrangement of alternative or replacement transportation services.

Where the Customer cancels a transport service, cancellation rights are subject to the Carrier Ts&Cs. The Deposit is not refundable.

For Carriers that allow cancellation and/or rescheduling of a transport service, the terms to apply shall be stated in the Carrier Ts&Cs. The procedure for cancellation varies by Carrier. Where not specified in the Offer, it is the responsibility of the Customer to obtain details of the cancellation policy direct from the Carrier.

#### **5. Personal data**

DrivenbyDrivers and the Carrier collects personal data from Customers in order to provide services via the Website. DrivenbyDrivers does not process Customer data. The Carrier may process Customer data in order to provide the transportation service. By using the Website Customers recognise and accept the processing of their personal data by DrivenbyDrivers and the Carrier, in compliance with applicable law and DrivenbyDrivers's statements of use of data stated in the Privacy Policy.

#### **6. Use of the Website**

DrivenbyDrivers grants Customers a non-exclusive, personal and non-transferable right to use the Website and the services, for Customers' personal and private use, on a non-commercial basis and in compliance with the purposes of the Website and the services.

Customers are prohibited from any other use or exploitation of the Website and services, or the content, without the prior written permission of DrivenbyDrivers. Customers are prohibited from:

- using the Website for any commercial, or profit orientated use;
- reproducing, modifying, adapting, distributing, publicly representing or disseminating the Website, the services and the content, other than expressly authorised by DrivenbyDrivers in writing;
- decompiling and reverse engineering the Website or the services; or
- extracting or attempting to extract (for example by using data mining robots or any other similar data collection tool and/or performing "screen scraping") the data on the Website.

#### **7. Role of DrivenbyDrivers**

The Website is an online platform on which Customers can state a requirement for transportation services and accept an Offer made by a Carrier responding to the requirement. The Website enables the initiation of a contract for transportation services between the Customer and the Carrier, but DrivenbyDrivers is not a contractual partner in relation to any Offer or the transportation services stated in the accepted Offer. In using the Website the Customer accepts these general terms and conditions, Customers acknowledge that DrivenbyDrivers is not party to any agreement entered into between the Customer and a Carrier.

DrivenbyDrivers does not provide any transportation service and does not act in the capacity of a Carrier; the role of DrivenbyDrivers is limited to facilitating access to the Website as an intermediary, DrivenbyDrivers is not liable for the provision of the transportation service, and is not responsible for:

- Incorrect or misleading information communicated by the Carrier regarding the transportation service;
- cancellation or modification of a transportation service by either a Customer or a Carrier;
- non-payment of fees due by accepting an Offer by a Customer;
- the conduct of Customers during, before or after the transportation service is provided.

DrivenbyDrivers has no control over the conduct of Customers and Carriers on the Website. It does not own, exploit, supply or manage and, therefore, shall not be responsible for the condition of the vehicles used to provide the transportation service.

DrivenbyDrivers does not recommend or endorse, unless explicitly stated the quality, level of service, qualification, or type of transportation services of a Carrier; its facilities, venues, vehicles, products or services.

DrivenbyDrivers provides no guarantee, and has no liability or responsibility for any communication between the Customer and Carrier on or through the Website. Such communication includes, without limitation:

- requests to or from a Carrier or any acknowledgements from a Carrier;
- requests to or from a Customer or any acknowledgements from a Customer;
- receipt of, or notification of, a communication or of a request between a Customer and a Carrier;
- requests or communications will be read, answered, received, fulfilled, executed or accepted in a timely manner, between a Customer and a Carrier.

#### **8. Operation, availability and functionalities of the Platform**

DrivenbyDrivers and its service providers use all reasonable endeavours to maintain access to the Website at all times. Nevertheless, access may be temporarily suspended without notice, owing to maintenance, migration or update operations or any other technical difficulties in relation to the Website, internet access or the internet in general.

DrivenbyDrivers reserves the right to modify or suspend, temporarily or permanently, in whole or in part, individually or in general the access to the Website or its features.

#### **9. Applicable law and jurisdiction**

English law under the exclusive jurisdiction of the English Courts apply to these terms and conditions and all transactions resulting from an Offer being accepted by a Customer. In the event that any term or condition of these terms and conditions is deemed invalid, the remainder of the terms and conditions and the agreement between the parties shall remain in full effect. No third party rights are created or apply to the agreement to which these terms and conditions apply.

#### **10. Contact information**

Questions relating to the transportation services should be addressed to the Carrier providing the services. Questions relating to the general use of the Website should be addressed to DrivenbyDrivers. Queries or complaints relating to payments should be addressed to the party to whom the payment has been made. DrivenbyDrivers will not be able to answer queries or complaints in respect of payments made to the selected Carrier.