

# DrivenbyDrivers Terms and Conditions for Companies Offering Transport Services

## 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 set out the conditions to be met by Carriers offering transportation services to Customers.

## 2. Use of the Services

### 2.1. Transportation Services

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' 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.

Carriers must provide Customers with a copy of the Carriers terms and conditions for providing transport services to the public ("Carrier Ts&Cs") at the time of a Customer accepting an Offer.

### 2.2. Licences & Insurances

The Carrier is required to provide DrivenbyDrivers with copies of the following documentation before it can provide an Offer:

- Department of Transport Public Service Vehicle Operator's Licence;
- Hackney Carriage or Private Hire Licence
- Bus and Coach Insurance Policy;
- Public Liability Insurance;
- Personal Accident Insurance;
- Motor Vehicle Insurance.

All policies must be current and the Carrier is required to provide updated copies of policies and licences to DrivenbyDrivers at date of renewal.

The Carrier must notify DrivenbyDrivers immediately in the event of any policy or licence becoming invalid and notify any Customer already having booked a transportation service at the time a policy becomes invalid.

The Carrier indemnifies, without limitation, DrivenbyDrivers against any claim, counter-claim or prosecution resulting from a failure to renew or hold the correct licence or insurance required to provide transportation services.

### 2.3. 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.

### 2.4. Information Provided

**Carriers must provide truthful, valid and current information while using the Website. DrivenbyDrivers shall not be liable for any misleading or incorrect information provided in 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 details of the Carriers using the Website for the following purposes:

- ensuring that the Carrier holds all appropriate licences, insurances and statutory documentation in relation to providing transportation services;
- facilitate placing of a contract between the Customer and Carrier;
- transfer of the proportion of the Deposit due to the Carrier upon a Customer accepting an Offer.

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").

## 3. Payments and Pricing

### 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. The price offered must include all surcharges, fees and levies to which the offered transport service is subject.

A Customer accepting an Offer is required to pay a Deposit of 30% of the full price in the Offer. This Deposit is paid to 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

The Carrier shall provide DrivenbyDrivers with bank details to enable DrivenbyDrivers to forward the portion of the Deposit paid by the Customer. DrivenbyDrivers holds the bank details solely for the purpose of making payments due to the Carrier.

The balance of the price stated in the Offer is payable direct to the Carrier, on the basis set out in the Carrier Ts&Cs. The contract for the transport service is direct between the Carrier and the Customer. It is the Carrier's responsibility to receive payment of the balance of the sums due. DrivenbyDrivers has no liability in respect of sums due that are not paid by the Customer to the Carrier.

The Carrier and the Customer are responsible for any payment fee or surcharge due from payments made to DrivenbyDrivers as part of the services DrivenbyDrivers provides.

### 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. Personal data

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

#### 5. Use of the Website

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

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

Customers and Carriers are prohibited from:

- 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.

Customers are prohibited from using the Website for any commercial, or profit orientated use.

#### 6. 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 parties accept these general terms and conditions and 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 by a Customer of fees due after the payment of the Deposit;

- the conduct of Customers or Carriers 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.

#### 7. Indemnity & Limitation of Liability

##### 7.1. Indemnity

The Carrier indemnifies DrivenbyDrivers against all claims, legal action, losses including loss of profits, demands or claim for breach of contract resulting from an Offer placed on the Website by the Carrier. The Carrier further indemnifies DrivenbyDrivers for any claim, action or demand relating to the provision of or the failure to provide transportation services included in an Offer placed on the Website.

##### 7.2. Limitation of Liability

DrivenbyDrivers accepts no liability in respect of any claim resulting from the Carrier's use of the Website, or due to the failure of a Carrier to meet the terms and conditions of an Offer accepted by a Customer using the Website, or for a Carrier's failure to provide a transportation service for which it has agreed a contract with a Customer.

DrivenbyDrivers accepts no liability for the non-availability of the Website at any time to either a Carrier or a Customer. DrivenbyDrivers is not liable for the misuse of the Website by any party accessing it.

No party using the Website may limit or attempt to limit its liability in respect of death or personal injury, nor attempt to offset such liability to another party using the Website.

#### 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 the acceptance of an Offer, unless otherwise stated by the Carrier in its Offer. 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 general use of the Website should be addressed to DrivenbyDrivers. DrivenbyDrivers is not responsible for answering questions directed to the Carrier relating to the transportation services or the payments made to the Carrier by a Customer.