

WEBSITE CONDITIONS OF SALE (SERVICES)

Effective Date: 22/12/2011

This page (together with the documents referred to on it) tells you the terms and conditions on which Airport Executive Limited (“*we*”, “*us*”, “*our*”) supplies any of the services (the “*Services*”) listed on our website www.airportexecutive.com (the “*Site*”) to you (such terms and conditions being the “*Conditions*”).

You should print a copy of these Conditions for future reference.

Please read these Conditions carefully before you order Services. By placing an order for Services, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Conditions. If you do not agree to these Conditions, then you will not be able to order any Services from our Site.

1. INFORMATION ABOUT US

- 1.1 We are Airport Executive Limited. We are registered in England & Wales with registered number 2422516, and our registered office is at Lynwood House, 373-375 Station Road, Harrow, Middlesex, United Kingdom, HA1 2AW.
- 1.2 Our main trading address is at Unit 18, Oliver Business Park, Oliver Road. London NW10 7JB.
- 1.3 Our VAT registration number is GB 503 5026 93.

2. SERVICE AVAILABILITY

- 2.1 We do not accept orders from addresses outside of the UK (the “*Serviced Countries*”).
- 2.2 We do not accept orders where the pick-up address is outside of the UK.

3. YOUR STATUS

- 3.1 By placing an order through the Site, you warrant that:
 - (a) You are legally capable of entering into binding contracts;
 - (b) You are at least 18 years old;
 - (c) You are resident in one of the Serviced Countries; and
 - (d) You are accessing the Site from that country.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Service. All orders are subject to acceptance by us, which may be withheld at our discretion. If we accept an order, we will confirm such

acceptance to you in one of the following ways by sending you an e-mail that confirms that the booking of the service has been accepted (a **“Booking Confirmation”**).

- 4.2 The contract between us for the sale of a Service (the **“Contract”**) will only be formed upon the occurrence of the events specified under Condition 4.1 above.
- 4.3 The Contract will relate only to those Services accepted in the Booking Confirmation. We will not be obliged to supply any other Services which may have been part of your order until such have been confirmed in a separate Booking Confirmation.

5. **OUR STATUS**

- 5.1 We may provide links on the Site to the websites of other companies, whether affiliated with us or not. We do not give any undertaking that products you purchase from third party sellers through the Site, or from companies to whose website we have provided a link on the Site, will be of satisfactory quality, and any such warranties are excluded by us absolutely. This does not affect your rights under law against the third party seller. If you would like information about your rights under law you should contact your local trading standards or citizens advice bureaux.

6. **CANCELLATION RIGHTS**

- 6.1 If you are contracting as a consumer, details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Booking Confirmation. These provisions do not affect your other legal rights as a consumer.
- 6.2 If you are contracting as a business customer, you do not have any right to withdraw or cancel an order after a Booking Confirmation has been sent.
- 6.3 If you are contracting as a consumer, you may cancel a Contract for the supply of Services at any time within seven working days, beginning on the day after the day you receive the Booking Confirmation, provided that this is more than 24hours before the booked journey commencement time and that we have not yet commenced supply of those Services (in which event you will not longer have a right to cancel). You hereby consent to us beginning performance of the Services before the above cancellation period expires. To cancel a Contract for the supply of Services, you must inform us in writing. If validly cancelled, you will receive a full refund of the price paid, less any credit card processing fees which we have incurred, for the Services in accordance with our refunds policy (set out in Condition 9 below).

7. **PERFORMANCE**

- 7.1 We shall use reasonable endeavours to procure that the Services required under a Contract for the supply of Services will be fulfilled in accordance with the dates and times set out in the Booking Confirmation but you and we accept that time is not of the essence and we will not be responsible for any failure or delay in providing the Services that is outside the reasonable control of us or our subcontractors or appointed representatives.

- 7.2 In respect of any Contract for the supply of Services:
- (a) You must provide us, in sufficient time, with any information and instructions relating to the Services that are necessary to enable us to provide the Services in accordance with these Conditions;
 - (b) if you fail to comply with Condition 7.2(a), or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Contract by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required; and
 - (c) The method and manner of performance of the Services (for example, in respect of a route to be taken or the vehicle to be used) will be at our reasonable discretion.
- 7.3 In respect of a Contract for the supply of car hire or driver hire Services, it is a condition of the Contract for each booking that you comply (and ensure that your booked passengers comply) with the following policies and requirements:
- (a) No smoking is permitted in our vehicles;
 - (b) No consumption of alcohol or food is permitted in our vehicles;
 - (c) No dogs or other animals (other than guide dogs or listening dogs notified to us in advance) are permitted in our vehicles;
 - (d) note that we do not provide child seats for our vehicles; if a child seat is required for your journey, it must be provided by the parent/carer of the child and fitted correctly;
 - (e) Waiting time may be charged at our basic hourly rate based on our current tariff at the time of the journey;
 - (f) we, and our drivers, reserve the right to refuse travel to any person deemed to be a nuisance or danger to our vehicles, passengers or employees, or if any criminal activity is suspected – if necessary we may request the police to assist us in removing any offenders from our vehicles; in these circumstances no refund will be issued and no compensation will be paid;
 - (g) we may make additional charges for any unexpected costs incurred on the journey (including parking costs, toll costs, and cleaning costs arising from damage or soiling as a result of the passengers' actions); and
 - (h) We and our drivers may use our reasonable discretion to accept or refuse luggage or other items to be transported in our vehicles with the passengers.

8. PRICE AND PAYMENT

- 8.1 The price of the Services will be as quoted on the Site from time to time, except in cases of obvious error.
- 8.2 Quoted prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery or performance, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in VAT takes effect.
- 8.3 Quoted prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Booking Confirmation unless we notify you of a requested change of price no later than 3 days in advance of the intended commencement

of the Service ("**Change Request**"). You will be deemed to have accepted the Change Request unless you notify us of your rejection within 2 days of our notification, and if you do so notify us of such rejection then the Booking Confirmation will be considered cancelled.

- 8.4 It is always possible that, despite our best efforts, some of the prices listed on the Site may be incorrect. We will normally verify prices as part of our order confirmation procedures so that, where a correct price is less than our stated price; we will charge the lower amount when confirming the order. If a correct price is higher than the price stated on the Site, we will normally, at our discretion, either contact you for instructions before confirming the order, or reject your order and notify you that we are rejecting it.
- 8.5 If a pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, or we notify you of such error within 48 hours of the journey commencement time, we do not have to fulfil your order at the incorrect (lower) price.
- 8.6 If you request a change in the scope of a Service (for example, for additional stops or for a specific route to be taken) then we will not be obliged to accept such a change. Any such change, if agreed, may incur additional charges.
- 8.7 We accept payment via PayPal, credit card or debit card transactions. We may also agree with you for part or all of the payment to be taken by the driver on our behalf on arrival at the destination.
- 8.8 Notwithstanding the provisions of Condition 9 below, in the event that our driver arrives late at a designated collection point but you continue to make use of the Services, you remain liable to pay the agreed price for those Services.

9. OUR REFUNDS POLICY

- 9.1 If you cancel a Contract:
- (a) because you have cancelled the Contract between us within the cooling-off period (pursuant to Condition 6 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation; in this case, we will refund the price paid in full less any card processing fees incurred; or
 - (b) because you have notified us of your rejection of a Change Request in accordance with Condition 8.3 or because you have notified us in accordance with Condition 20 that you do not agree to a change in these Conditions or in any of our policies, we will notify you of your refund via e-mail within a reasonable period of time to allow us to investigate the matter; we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.
- 9.2 If you purport to cancel a Contract other than pursuant to Condition 9.1 above, or you obstruct our performance of any Services for you thereby preventing our fulfilment of our obligation to perform such Services (for example, by failing to attend a pick-up on time or

making reasonable efforts to contact us in the case of difficulty in locating your driver), then we are under no obligation to accept such cancellation or to process any refund of pre-paid charges for such Contract.

- 9.3 Refunds for journeys paid by Credit\Debit card: Any refunds for journeys cancelled will be subject to minimum Admin Fee of £10+ VAT (at current rate). In case of the booking being cancelled within 1 hour of the pickup time within London post codes or twelve hours outside of London post codes, no refund for the journey will be given. In the case of bookings cancelled less than 24hours but more than 12 hours from the original journey time the amount refunded will be 50% of the amount due for the journey less any card processing fees.

Please note should you be unable to make contact with your driver at the pickup point, the onus is on you, the customer to contact our operation centre by telephone at the time, so that we can put you in contact with the driver to facilitate the pickup. Should you fail to do so and travel by alternative means without notifying us we reserve the right to charge for the journey as booked, plus any additional waiting time and car park charges incurred to the point when we abandon the journey.

Note: once the card is charged, Admin charge and card processing fee is non-refundable

- 9.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

10. WARRANTY

- 10.1 We warrant to you that any Services purchased from us through the Site will:
- (a) Conform in all material respects with their description;
 - (b) Be carried out with reasonable care and skill;
 - (c) be fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
 - (d) Be free from material defects in design, material and workmanship; and
 - (e) Comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 10.2 In the unlikely event that the Services do not conform to these Conditions, please let us know as soon as possible after we have carried them out. We will:
- (a) provide you with a full or partial refund, subject to Condition 9.2, depending on what is reasonable in the circumstances; or
 - (b) Re-perform the Services.
- 10.3 If you are contracting as a consumer, the above warranties and remedies do not affect your other legal rights as a consumer.

11. OUR LIABILITY

11.1 Subject to Condition 11.2, we will not be liable for losses that result from our failure to comply with these Conditions including, but not limited to, losses that fall into the following categories:

- (a) Loss of income or revenue;
- (b) Loss of business;
- (c) Loss of profits;
- (d) Loss of anticipated savings;
- (e) Loss of data;
- (f) Waste of management or office time;
- (g) Missed flights, trains or other booked travel arrangements; or
- (h) Indirect or consequential losses of any kind.

However, this Condition 11.1 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (h) inclusive of this Condition 11.1.

11.2 Nothing in these Conditions excludes or limits our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) Defective products under the Consumer Protection Act 1987; or
- (e) Any other matter for which it would not be possible for us to exclude or attempt to exclude our liability under applicable law.

11.3 Where you buy any products or service from a third party seller through the Site, the seller's individual liability will be set out in the seller's own terms and conditions.

12. DUTIES AND TAXES

12.1 If you order Services from the Site for performance outside the UK, they may be subject to certain duties and taxes which are levied in that jurisdiction. You will be responsible for payment of any such duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Services are intended. We will not be liable for any breach by you of any such laws.

13. WRITTEN COMMUNICATIONS

13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of

communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This Condition does not affect your rights under law.

14. NOTICES

14.1 All notices given by you to us must be given to Airport Executive Limited at Unit 18 Oliver Business Park, Oliver Road, London, NW10 7JB. We may give notice to you at either the e-mail address or postal address you provide to us when placing an order, or in any of the ways specified in Condition 13 above. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 These Conditions and each Contract between you and us is binding on you and us and on our respective successors and assignees.

15.2 You may not novate your obligations or transfer or assign your rights, or charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may novate, transfer, assign, charge, sub-contract or otherwise dispose of these Conditions or a Contract, or any of our rights or obligations arising under them, at any time. If requested, you shall not withhold your consent to any such disposal.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a "Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action;
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) Significant adverse weather conditions;
- (e) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (f) Impossibility of the use of public or private telecommunications networks;

- (g) The acts, decrees, legislation, regulations or restrictions of any government; and
- (h) Pandemic or epidemic.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. WAIVER

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

17.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Condition 14 above.

18. SEVERABILITY

18.1 If any court or competent authority decides that any of the provisions, as separated by punctuation, of these Conditions or of a Contract are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

19. ENTIRE AGREEMENT

19.1 We intend to rely upon these Conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations of these Conditions to be confirmed in writing.

19.2 Nothing in this Condition limits or excludes any liability for fraud.

20. OUR RIGHT TO VARY THESE CONDITIONS

20.1 We have the right to revise and amend these Conditions from time to time (including, without limitation, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities).

20.2 You will be subject to the policies and Conditions in force at the time that you order Services from us, unless any change to those policies or these Conditions is required to be made by

law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Booking Confirmation).

21. THIRD PARTY RIGHTS

21.1 A person who is not party to these Conditions or a Contract will not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

22. LAW AND JURISDICTION

22.1 These Conditions and any Contracts for the purchase of Services through the Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) should be construed according to English law.

22.2 The Courts of England and Wales will have jurisdiction over any claim arising from, or related to, these Conditions and any Contracts for the purchase of Services through the Site, provided that nothing precludes us from enforcing our rights hereunder in any Courts which can assume jurisdiction.