

# BURLINGTON & CO.

VIP & EVENT TRANSPORTATION

## General Conditions

These terms and conditions are published for the benefit of customers of Burlington & Co. Transport Management & Events T/A Burlington & Co, hereafter referred to as Burlington & Co., Burlington or B&C.

### 1. DEFINITIONS & INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (Conditions)

Conduct Regulations: the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended by the Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) (Amendment) Regulations 2002.

Contract: any agreement for the supply and purchase of the Services formed under Condition 2.2  
Customer the individual, client, partnership, firm, society or company who purchases the Services from Burlington & Co.

Customer's Party: otherwise known as the group or passenger being all and any of the passengers receiving the benefit of the services.

Driver: the driver(s) to be supplied by B&C under the Contract.

Vehicle: the vehicle to be supplied by B&C under the Contract.

Services: the hire of a coach, minibus, car or other vehicle together with driver for a specified outward and return journey and any other services to be provided by B&C as set out in the Quotation.

Quotation: a quotation for the Services of B&C submitted in response to an enquiry from a prospective customer. A quotation is an invitation to treat and is not a contract, it is based on availability of services at the time and date that the quotation is offered.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition headings shall not affect the interpretation of these Conditions.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes, including e-mail.

1.6 Where the words include(s), including or in particular are used under these Conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.7 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

### 2. APPLICATION OF CONDITIONS

2.1 These Conditions Shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, specification or other document, or implied by law, trade custom, practice or course of dealing.

c) These Conditions shall apply on the confirmation/booking of B&C Services by the Customer.

d) All confirmations/booking of Services are to be placed in writing.

2.2 The acceptance of a Quotation by a prospective customer constitutes an offer by them to purchase the Services specified in the Quotation on these Conditions. No offer placed by a prospective customer shall be accepted by B&C other than:

(a) by an acknowledgement issued by B&C; or

(b) (if earlier) by B&C starting to provide the Services.

When a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

2.3 Quotations are given by B&C on the basis that no Contract shall come into existence except in accordance with Condition 2.

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## 3. PROVISION OF THE SERVICES

3.1 The route travelled shall be at the sole discretion of B&C and the Driver according to the road, traffic and weather conditions, unless a specific route has been agreed with the Customer. No price discount shall be given if the route chosen is not actually the shortest.

3.2 For safety reasons there are restrictions on what passenger property can be carried as luggage on a Vehicle. The Customer shall advise B&C in advance of any unusual items which passengers may wish to bring as luggage. In any event whether and to what extent luggage can be carried shall be at the sole discretion of B&C and the Driver.

3.3 Whilst B&C will take every reasonable precaution to prevent loss or damage, any passenger luggage carried shall be entirely at the Customer's risk and B&C accepts no liability whatsoever for loss or damage to such luggage howsoever caused. The Customer should ensure it has its own appropriate travel insurance to cover such loss or damage. The Customer should check the Vehicle before disembarking to ensure that there is no property left behind. In the event of lost luggage the Customer must contact B&C as soon as the loss is realised.

3.4 For insurance and safety reasons each Vehicle has a maximum seating capacity and the Customer shall ensure that the number of passengers to be loaded does not exceed that capacity at any time.

3.5 The Customer must ensure that;

(a) The Customer's Party are properly behaved at all times. The Driver may refuse to allow a passenger to board the Vehicle or eject them from the Vehicle if in his sole discretion he considers them unfit to travel for whatever reason (for example, being drunk or abusive). The Driver may refuse to continue a journey if in his sole discretion he considers any passenger to be behaving in such a way as may put the safety of other persons and /or the contents of the Vehicle and/or the Vehicle itself at risk. No compensation shall be payable to the Customer in such cases;

(b) Smoking is not permitted in our Vehicles. Passengers may not consume alcohol in the Vehicle unless the prior written agreement of B&C has been obtained before the Vehicle starts its journey.

(c) All passengers follow all instructions issued by the Driver;

(d) No bill, poster sign or other notice is displayed in or on the Vehicle by the Customer without the prior written agreement of B&C in particular as to the proposed size and location of the notice;

(e) No animals are carried on the Vehicle, other than guide dogs accompanying registered blind persons, and hearing dogs accompanying deaf persons provided B&C have been notified in advance of their presence on the Vehicle; and

(f) Where provided on a Vehicle seat belts MUST BE used.

3.6 B&C maintains a strict standard of cleanliness in relation to its Vehicles. The Customer shall be responsible and liable for any soiling or damage to the outside or the interior of the Vehicle by the Customer's Party howsoever caused. Should the Vehicle require specialist or non – routine cleaning before its next trip as a result of any conduct on the part of the Customer's Party, in particular for the removal of vomit and disinfecting of affected areas, then without prejudice to its other rights and remedies B&C shall be entitled to recharge the cost of such cleaning to the Customer.

3.7 The Customer shall be fully responsible for all the acts and omissions of the Customer's Party and acknowledges on the behalf of the Customer's Party the responsibility of passengers for their conduct under the Conduct Regulations.

3.8 Drivers' hours and rest periods are strictly regulated by law. It is illegal for Drivers to work outside these hours. B&C will always plan journey schedules so as to minimise the risk of delays due to Drivers' hours rules. The Customer must adhere strictly to all collection times contained in the Contract and the Customer must not interrupt or delay a journey. If delays occur for whatever reason, B&C may curtail or otherwise alter the journey schedule for the Vehicle in order to seek to comply with the law. Where delays occur B&C cannot be held responsible for any losses arising due to the delays or non – performance of the Services unless they are due solely to B&C's negligence.

## 4. CHARGES PAYABLE UPON CANCELLATION

If the Customer cancels the Contract before the Services are due to commence, then the following scale of cancellation charges shall apply; Burlington & Co Transport Management and Events Limited T/A Burlington & Co. hereafter known as B&C will endeavour to process all cancellations and subsequent refunds (of prepaid bookings) in a timely and efficient manner. B&C works with affiliated suppliers and these refund conditions strive to be equitable and fair to all parties

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4.1 In the case of MPV's or cars less than 8 seater – the following cancellation charges will apply:

- Upon confirmation to 3 working days to the services - 25% of the vehicle cost
- less than 3 working days - 100% cancellation of the vehicle costs

In the case of all coach services – 8 passengers and above - the following cancellation charges will apply:

- Upon confirmation to 28 days prior to the services - 25% of the vehicle cost
- from 28 days to 14 days prior to the services – 50% of the vehicle cost
- 14 days or less prior to the services - 100% of the vehicle cost.

### 4.2 Refunds:

B&C will make a full refund in the following circumstances:

\* where the Vehicle does not arrive as reserved, however passenger must allow up to 30 minutes to cover unforeseen circumstances before passenger makes alternative arrangements. It is the passenger's responsibility to contact B&C on the telephone number that was supplied when booking was confirmed. In cases where no call is made and the passenger uses alternative arrangement no refund will be made.

\* All other circumstances will be dealt with on a case – by – case basis.

B&C will not refund in the following circumstances;

\* If the passenger does not show up for the pre-paid journeys.

\* If cancellation of a booking is made within the noted cancellation period listed in 4.1

\* If the B&C customer service have not received any notification/calls from the passenger or if they are not present when the Vehicle arrives.

\* If the passenger has more luggage than booked and it will not safely fit in the Vehicle provided.

\* If more than the booked number of passengers are travelling and they will not safely fit in the Vehicle booked.

\* Any of the passengers are under the influence of drink or drugs.

\* B&C reserves the right to supply an alternative vehicle of similar or better specifications if circumstances dictate.

\* B&C reserves the right to supply a vehicle of larger capacity than requested. The size of Vehicle confirmed is the minimum size that will be provided.

All other circumstances where a refund may be possible should be addressed directly to sales@burlingtonandco.com or +44 (0) 1279 505822

## 5. COMPANY'S OBLIGATIONS

5.1 B&C shall use reasonable endeavours to perform the Services at the times set out in the Contract.

5.2 B&C acknowledges it is responsible for the conduct of the Driver under the Conduct regulations.

5.3 Save as otherwise provided in these Conditions, no responsibility or liability whatsoever can be accepted by B&C for traffic congestion, road accident, Vehicle breakdown, adverse weather conditions or other matters outside its reasonable control which may:

(a) cause delay in the performance or non-performance of the Services by B&C in whole or in part;

(b) cause the Customer or any member of the Customers Party to miss travel connections or appointments; or

(c) result in lost business or profits or other pure economic loss for the Customer or any member of the Customers Party; and any related costs and expenses.

5.4 Subject to Condition 5.6, if due to reasons beyond its reasonable control, B&C fails to finish a journey, it will refund a proportionate amount of any charges paid by the Customer

5.5 If due to reasons within its reasonable control, B&C fails to start or finish a journey, it will refund in full any charges paid by the Customer.

5.6 For the purposes of Condition 5.4 and otherwise, if B&C's performance of its obligations under the Contract generally is prevented or delayed by any act or omission of the Customer, its agents, subcontractors

or employees, including the failure by them to provide any information or instructions to

B&C which are required to enable the Services to be performed on time, B&C shall have no obligation to make any refund to the Customer of charges paid and shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

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## 6. CHANGES TO THE SERVICES

B&C may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

## 7. CHARGES AND PAYMENT

7.1 B&C's price for the Services shall be noted in the booking confirmation sent to the customer.

7.2 All charges quoted to the Customer shall be exclusive of VAT which B&C shall add to its charges at the appropriate rate.

7.3 B&C shall be entitled to increase the amount of the price for the Services following any change in Services made by B&C under Condition 6 or to reflect any change in the Services agreed between the parties in writing where the change increase the cost to B&C of providing the Services.

7.4 All payments are to be made in Sterling to Burlington & Co. by electronic bank transfer.

7.5 All prices quoted are subject to availability at time of confirmation.

7.6 All bookings and Services require Pre Payment:

The Customer shall pay for the Services in full and in cleared funds 10 full working days prior to the performance of the Services. Any service which has not been fully paid 72 hours prior to departure is AUTOMATICALLY CANCELLED. There are no exceptions to this policy unless previously agreed in writing by B&C.

7.7 All amounts due under the Contract shall be paid in full by the Customer without any deduction or withholding other than as required by law. The Customer shall not be entitled to assert any credit, set off or counterclaim against B&C in order to justify withholding payment of any such amount in whole or in part.

7.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay B&C on the due date, B&C may:

(a) charge interest on such sum from the due date for payment at the annual rate of 1.5% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and

(b) suspend all Services until payment has been made in full.

7.9 B&C Waiting Time allowance:

Airport Arrivals:

\* International: 45 minutes waiting time included from the time the plane has landed after which time is charged in increments of 30 minutes at the relevant hourly rate

\* Domestic: 30 minutes waiting time included from the time the plane has landed after which time is charged in increments of 30 minutes at the relevant hourly rate

All Other Transfers:

\* 15 minutes waiting time from the scheduled confirmed Pick Up Time after which time is charged in increments of 30 minutes at the relevant hourly rate.

7.10 Any incurred parking fees, including airport car park charges, will be charged at cost by B&C to the Customer.

7.11 Time for payment shall be of the essence of the Contract.

## 8. LIMITATION OF LIABILITY – THE CUSTOMERS ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION.

8.1 This Condition 8 sets out the entire financial liability of B&C (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of the Contract

(b) any use made by the Customer of the Services or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; and should be read in conjunction with Condition 5.

8.2 All warranties, conditions and other items implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions limits or excludes the liability of B&C:

(a) for the death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by B&C.

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8.4 Subject to Conditions 8.2 and Condition 8.3

(a) B&C shall not be liable for;

(i) loss of profits; or

(ii) loss of business; or

(iii) depletion of goodwill and/or similar losses; or

(iv) loss of anticipated savings; or

(v) loss of goods; or

(vi) loss of contract; or

(vii) loss of use; or

(viii) loss of or corruption of data or information; or

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) B&C's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

## 9. DATA PROTECTION

The Customer acknowledges and agrees that the details of the Customers name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of B&C in connection with the Services.

## 10. FORCE MAJEURE

Subject to Condition 5, B&C shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts

or other industrial disputes (whether involving the workforce of B&C or any other party), failure of a utility service of transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 11. VARIATION

Subject to Condition 6, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 12. WAIVER

12.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

12.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 13. SEVERANCE

13.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

13.3 The parties agree, in the circumstances referred to in Condition 13.1 and if Condition 13.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Contract shall be suspended while an attempt at such substitution is made.

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## 14. STATUS OR PRE-CONTRACTUAL STATEMENTS

14.1 The Customer acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

14.2 Any descriptions or illustrations contained on B&C's website or in any publicity or advertising material are published or issued with the sole purpose of giving an approximate idea of the services available from B&C as described in the relevant media and do not form part of the Contract.

## 15. ASSIGNMENT

15.1 The Customer shall not without the prior written consent of B&C, assign, transfer, charge, subcontract

or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 B&C may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## 16. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right of power).

## 17. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by anyone else.

## 18. STATUS OF CUSTOMER

If the Customer is a consumer, none of these Conditions will adversely affect his rights as a consumer.

## 19. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax, e-mIL. or the case of pre-paid first class post or recorded delivery, 48hours from the date of posting and, if deemed receipt under this Condition 19 is not within business hours (meaning 9.00 am to 5.30pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## 20. GOVERNING LAW AND JURISDICTION

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract of its subject matter.

Without prior notice: The Company reserves the rights to amend, change, delete or add to these Conditions whenever necessary.