

# CHABÉ

## STANDARD TERMS AND CONDITIONS

The terms ('Standard Terms') below apply to all B2B Business Customers who do not have a customer specific contract.

These terms, including the Description of our Services below, the attached terms and conditions and all appendices and annexes and any changes that we may make from time to time that will be displayed upon our website, are entered into between Chabé Limited ('Chabé') and all B2B Business Customers ('Customer')

Chabé Limited (Chabé) is a company whose registered office is; 4 Longwalk, Stockley Park, Uxbridge, Middlesex, United Kingdom, UB11 1FE  
Registration Number 12626817

Chabé is registered for Value Added Tax ('VAT')  
Registration Number 349 2069 84

### SERVICE DESCRIPTION

**Effective Date:** The date that a customer first contacts Chabé to make a booking.

**Services:** Chauffeur services to B2B Business Customers.

**Chauffeur Services:** Chabé shall provide or procure that Chauffeur Services are provided. Chauffeur Services may be provided directly by Chabé or by its Fulfilment Partners.

Chauffeur Services mean that an executive level car and smartly dressed chauffeur both licensed by the relevant authority will be provided in accordance with the itinerary agreed with the customer. Chauffeur Services may also include any mobility services including but not limited to Meet and Greet Services, Tour Guides, or other services provided from time to time.

**Area of Operation:** Chabé provides services directly as a principal in the UK and International markets.

**Charges:** Clients will be charged the Tariff unless otherwise agreed.

Individual journeys will all be priced ('the quoted fare') and provided to the customer to accept prior to the journey taking place

Any additional fees; gratuities, tolls, car parking, waiting time or local taxes (unless stated differently) will be in addition to the fare.

**Term:** The terms herein shall continue until terminated by either party as set out in 'Term and Termination' section below.

**Communication Channel:** Phone, email

**Payment Terms:** Unless Customers choose to pay by Credit Card, Customers will be invoiced monthly and the invoice must be settled within 30 days of the invoice date.

**Limitation of Liability:** Subject to clauses 9.1 and 9.2 of the Conditions, Chabé's total liability to the Customer, arising out of or relating to these Terms and/or any Contract or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited as follows:

1) in relation to any Services provided pursuant to a Contract for all claims arising from, or in relation to, any given event or series of connected events, the amount of the Charges payable (whether or not yet paid) by the Customer to Chabé and

2) in the aggregate under these Terms: £150, so that, subject to clause 9.1 and 9.2, under no circumstances will Chabé's total liability under or in relation to the Terms, herein.

**Reporting:** Chabé will provide any reasonable reporting relating to bookings made by a customer.

**Assignment:** The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms without Chabé's prior written consent.



## STANDARD TERMS AND CONDITIONS

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

**Account:** means an account which has been opened by Chabé and which is identified by way of a confidential account number (the “Customer Account Number”) allocated to the Customer by Chabé

**Additional Charges:** means those charges payable by the Customer in relation to the Services as set out in the Service Description or as may be agreed between the parties from time to time.

**Fulfilment Partner:** means a carefully selected third party private hire or licensed taxi company or another member of the Chabé Group on whose behalf Chabé acts as Principal to provide the Chauffeur Services.

**Annex:** means the schedules attached at the end of these Terms.

**Applicable Law:** means all statutes, statutory instruments, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and any other laws which apply in any relevant jurisdiction from time to time.

**Authorised Users:** means all permitted users of the Services as authorised by the Customer.

**Booking:** means the Customer’s order for Chauffeur Services as communicated to Chabé, and made using the Customer Account Number.

**Business Day:** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business and Business Hours shall be construed as 9.00am to 5.30pm on a Business Day.

**Cancellation Fee:** means the sum payable by the Customer for the cancellation of a Booking by the Customer as set out in the Tariff

**Chabé Group :** Any subsidiary of Chabé that excludes Chabé Limited

**Charges:** means the charges payable by the Customer for the Booking in accordance with

clause 5 and the Service Description and the price calculated in accordance with charge rates agreed between Chabé and the Customer and provided as a quote. Any additional services provided (change of destination, waiting time etc) and any tolls, local taxes (unless stated separately) and parking and set down fees will form part of the charges that will be invoiced.

**Chauffeur:** means a professional chauffeur employed by Chabé or a self-employed chauffeur or a Fulfilment Partner chauffeur arranged by Chabé

**Chauffeur Service:** means a service delivered by Chabé or a Fulfilment Partner which includes an executive chauffeur and a Mercedes E Class vehicle, a Mercedes S Class, or V Class vehicle for Executive+ 5-6 people option; or similar (depending on region/country travelling in).

**Communication Channels:** means the methods available to make a Booking as set out in the Service Description.

**Collection Address:** means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer and any Passengers or the Goods.

**Conditions:** means these terms and conditions as amended from time to time.

**Confidential Information:** means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of these Terms), including all information relating to the other party and/or a Group Member’s business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which is:

(a) available to the public other than because of any breach of these Terms;  
are not prevented from disclosing it to others;



## STANDARD TERMS AND CONDITIONS

(b) when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;

(c) independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or

(d) trivial or obvious.

**Contract:** has the meaning set out in clause 2.4.

**Credit Account:** means an invoiced account that is paid by the Customer using direct debit, BACS, credit or debit card.

**Customer Account Number:** has the meaning set out in these definitions under “Account”.

**Customer Default:** has the meaning set out in clause 4.3.

**Data Protection Legislation:** means all applicable legislation and regulations for the time being in force in the UK or any part of it, pertaining to data protection, data privacy, data retention and/or data security (including the General Data Protection Regulation (Regulation 2016/679) (“GDPR”) and the Privacy and Electronic Communications Directive (Directive 2002/58/EC) (as may be superseded by the Regulation concerning the respect for private life and the protection of personal data in electronic communications (Regulation on Privacy and Electronic Communications) 2017/0003 (COD) (“ePrivacy Regulation”) and all national legislation implementing, supplementing or replacing and converting into domestic law such legislation in the United Kingdom or any applicable member state of the European Union) and all associated codes of practice and other guidance issued by any applicable data protection authority. The terms “personal data“, “process“, “data controller” and “data processor” shall have the meanings given in the applicable Data Protection Legislation.

**Destination Address:** means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer and any Passengers or Goods.

**DPIA:** shall have the meaning set out in clause 8.3(d)(ii)(C).

**Chauffeur:** means any person who is self-employed and / or contracted to Chabé and / or contracted to a Fulfilment Partner who drives a Passenger Vehicle.

**Effective Date:** has the meaning given in the Service Description.

**Force Majeure Event:** means any circumstance not within a party’s reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake, storm, snow, strong winds, hurricane or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack or threat of terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action (including, without limitation, rail or tube) or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.

**Good Industry Practice:** means in relation to any undertaking and any circumstances, the exercise of that degree of diligence, prudence and foresight which would reasonably and ordinarily be expected from an experienced provider of services the same as or similar to the Services.

**Inclusive Waiting Time:** has the meaning as set out at clause 3.6.

**Intellectual Property Rights:** means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names,



## STANDARD TERMS AND CONDITIONS

rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).

**Congestion Zone Charges:** means the daily charge for driving within the congestion charging zones or other naming conventions used to apply a charge to vehicles entering or leaving a geographical area.

**London Postal Area:** means the areas corresponding to the postcode areas for London, as varied from time to time by the Royal Mail.

**Minor:** means children of less than 12 years of age.

**Month:** means any calendar month.

**Passenger(s):** means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Chauffeur Services.

**Passenger Obligations:** means the Booking and transportation requirements which the Customer and each Passenger must comply with when making a Booking or travelling in a Passenger Vehicle.

**Passenger Vehicle:** means a vehicle used for the carriage of Passengers.

**Personal Data Breach:** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Processed Data.

**Phone:** means Chabé's contact centre through which Bookings can be made.

**Pre-Booked:** means a Booking for Chauffeur Services at a specified date and time.

**Processed Data:** means personal data provided from the Customer to Chabé in relation to the Services.

**Processing Instruction:** shall be as defined in clause 8.3.

**Quoted Fare:** the fare provided by email once the itinerary has been agreed. Unless otherwise stated the quoted fare does not include; tolls, additional waiting time, set down/pick up fees, local taxes (unless stated separately) parking charges etc

**Representatives:** means the individuals or team from i) Chabé and ii) the Customer who are responsible for the co-ordination of all matters relating to the provision of the Services.

**Reporting:** shall have the meaning as set out in the Services Description.

**Restricted Street:** means any Collection Address and/or Destination Address which is subject to any parking law or regulation prohibiting any Vehicle from entering, waiting and/or parking during prescribed hours.

**Services:** means the Chauffeur Services and/or Additional Services supplied by Chabé or a Fulfilment Partner to the Customer as set out in the Service Description.

**Site:** means the Chabé website ([www.chabe.co.uk](http://www.chabe.co.uk)) or such other websites as may be operated by Chabé from time to time through which Bookings can be made.

**Supervisory Authority:** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.

**Statement of Work:** means a specification for an Event that will detail the type and quantities of cars required, the duration, and locations of all activities required to support a Customer Event. The Statement of work will also include the tariff, and cancellation terms and any other services required including onsite co-ordinators that relate to a specific event.



## STANDARD TERMS AND CONDITIONS

In the event that a Statement of Work is created and agreed between the parties on email or otherwise then the terms and conditions of the Statement of Work take precedence over the Standard Terms of Conditions.

**Tariff:** means the Chabé price list as may be amended from time to time and which is available upon request.

**Term:** has the meaning set out in the Service Description.

**Terms:** means the Service Description, the Conditions, the Annexes and any document referred to herein.

**Territory:** means the location where the Chauffeur Services will be fulfilled.

**VAT:** has the meaning as set out in clause 5.7

**Vehicle:** means a Passenger Vehicle.

**Waiting Time:** waiting time is charged as per the tariff

### 1.2 CONTEXTUAL PROTOCOLS

In these Terms unless defined otherwise or the context otherwise requires:

(a) words in the singular shall include the plural and in the plural shall include the singular;

(b) reference to a person includes a legal person (such as a limited company) as well as a natural person;

(c) reference to these Terms includes the Service Description, Conditions, Annexes and other documents attached to it or incorporated by reference into it (all as amended, added to or replaced from time to time);

(d) references to clauses or Annexes shall be to those in or to these Terms and references to paragraphs shall be to paragraphs of the Annexes;

(e) clause headings are for convenience only and shall not affect the construction of these Terms;

(f) reference to “including” or any similar terms in these Terms shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and

(g) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

(h) In the event of any conflict or inconsistency between these Conditions, the Service Description, the Annexes hereto and the terms of any Booking, the following shall be the descending order of precedence: first, the Service Description, second, the Conditions, third the terms of the relevant Annexes and, lastly, the terms of the relevant Booking, unless any provision of any Booking is expressly agreed in writing by Chabé to override any provision of the Conditions, Service Description or any Annex, in which case, the provision of the relevant Booking shall prevail.

### 2. BASIS OF AGREEMENT

2.1 These Terms operate as a framework under which the Customer may, from time to time, order Services to be provided by Chabé or a Fulfilment Partner.

2.2 The Customer appoints Chabé and Chabé accepts the appointment as the Customer’s preferred supplier of the Services.

2.3 Chabé shall supply the Services in the Geographical Area to the Customer in accordance with the Service Description, the Conditions and Annexes in all material respects. Each such Booking, once accepted in accordance with clause 2.4, shall constitute a separate contract for the provision of the Services specified in such Booking, subject to these Terms.





# CHABÉ

## STANDARD TERMS AND CONDITIONS

2.4 The Booking constitutes an offer by the Customer to purchase Services in the Territory in accordance with these Terms. For the avoidance of doubt, such Booking shall be made using one of the Communication Channels. The Booking shall only be deemed to be accepted when Chabé issues written acceptance of the Booking via text message, email or commencement of the Booking (whichever is the earlier), at which point and on which date and time a contract for the delivery of those services to which the Booking relates shall come into existence (“Contract”).

2.5 Where your journey is fulfilled by a Chauffeur licensed by Transport for London, Chabé will contact you again via text message or email, before the start of your journey, to confirm the vehicle licence plate number, the Chauffeur’s contact details, the Chauffeur’s private hire licence number and where a Passenger can receive it, a photo of the Chauffeur. For bookings that are fulfilled by a Fulfilment Partner’s chauffeur, the Fulfilment partner will issue the chauffeur’s contact details, private hire number and photo of the chauffeur where the passenger can receive it. Where you make a Booking for Services that is not fulfilled by a Chauffeur licensed by Transport for London, Chabé may, upon request, provide you with the name, contact details and/or vehicle licence plate number of the relevant chauffeur who will be fulfilling the Booking. Chabé in its absolute discretion may decline to accept any Booking.

### 3. SERVICE SUPPLY

3.1 Chabé shall use all reasonable endeavours to meet any performance dates and times specified in the Annexes, or agreed with the Customer in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.2 Chabé reserves the right to amend the Services if necessary to comply with any Applicable Law, or if the amendment will not materially affect the nature or quality of the Services.

3.3 Subject always to clause 3.11, Chabé warrants that:

(a) the Services shall be performed with

reasonable care and skill; and

(b) the Services will be provided in accordance with Good Industry Practice.

If any of these warranties are breached, the Customer must notify Chabé in writing as soon as possible. The Customer must give Chabé a reasonable time to remedy the breach, including (in Chabé’s discretion) by re-performing any relevant Services. This will be done without any additional charge to the Customer. If Chabé is able to do this within a reasonable time, this shall be the Customer’s sole and exclusive remedy in relation to such breach and Chabé will, subject to clause 9.1, have no other obligation or liability in relation to such breach.

3.4 Chabé shall use reasonable endeavours to provide a Passenger Vehicle of the type specified by the Customer (and in the event that such a Vehicle is not available, a reasonable alternative vehicle will be provided).

3.5. Chabé will provide services for unaccompanied children age 12 or above, subject to written confirmation in advance from a parent/guardian that they are happy for the journey to take place on this basis. This must be received at least 12 hours before the start of any booked service. Chauffeurs are instructed to only undertake the journey as booked and will not divert or stop at any other location unless in the case of an emergency.

Chabé LTD may, at its discretion, decline to accept such Booking and shall not be liable to the Customer or be deemed to be in breach of these Terms if it declines to accept such Booking. Chabé LTD does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.

For children below 12 years old must be accompanied by a chaperone. Chabé can provide a chaperone if necessary subject to availability and written confirmation in advance from a parent/guardian that they are happy for a journey to take place on this basis. This must be received at least 12 hours before the start of any booked service.



# CHABÉ

## STANDARD TERMS AND CONDITIONS

Chauffeurs are instructed to only undertake the journey as booked and will not divert or stop at any other location unless in the case of an emergency.

Chabé LTD may, at its discretion, decline to accept such Booking and shall not be liable to the Customer or be deemed to be in breach of these Terms if it declines to accept such Booking.

Chabé LTD does not accept any additional responsibility for any Minor, or Teenager, who travels unaccompanied in a Passenger Vehicle.

For both age groups, chauffeur (and chaperone) details will be provided in advance.

3.6 Other than in relation to airport Bookings where the waiting time shall be as set out in clause 3.7 below, each Customer shall have 15 minutes inclusive waiting time (“Inclusive Waiting Time”) for the relevant Services. Waiting time shall be charged from the 16th minute onwards.

3.7 In relation to commercial or scheduled vehicle Bookings, the Customer shall have the following airport inclusive waiting time applicable to all Chauffeur Services taken:

(a) Domestic flight bookings – 60 minutes from flight arrival time

(b) International flight bookings – 60 minutes from flight arrival time.

3.8 In the event that the Customer exceeds the Inclusive Waiting Time,, the Customer shall pay for any additional waiting time thereafter, in addition to the Charges for the Booking. Any waiting time in excess of the Inclusive Waiting Time will be charged per hour, and payable in 15 minute increments for the applicable Chauffeur Services taken, (“Additional Waiting Time“) as set out in the tariff:

3.9 Where a Customer books a wait and return journey, there is no Inclusive Waiting Time between stops and Additional Waiting Time shall be payable by the Customer at the rates set out in clause 3.8(a)-(b) inclusive (as applicable), in respect of waiting time accumulated between

the stops.

3.10 Chabé may subcontract all or any part of the Services to any Chauffeurs and/or to any Fulfilment Partner provided that the acts or omissions of Chauffeurs and Fulfilment Partners shall, as between Chabé and the Customer be deemed to be the acts or omissions of Chabé for the purposes of these Terms.

3.11 The Customer acknowledges that Services will be provided by Fulfilment Partners in locations where Chabé does not have Chauffeurs available. The Customer shall order Services through the Communication Channels by placing a Booking, which will be received and processed by Chabé, acting on behalf of the Fulfilment Partner. A Booking for Services constitutes an offer by the Customer to purchase Services in accordance with the Services Terms.

3.12 Chabé shall check that each Fulfilment Partner is properly licensed.

3.13 In exceptional circumstances, for example where a Passenger is stranded, Chabé shall offer to provide the Services using a non-vetted third party private hire or licensed taxi company. In such circumstances, the Customer may choose to decline the Booking and Chabé will, subject to clause 9.1, have no other obligation or liability in relation to such Booking.

3.14 Chabé shall, with effect from the Effective Date, obtain and maintain during the Term the minimum insurance required by Applicable Law. It is noted Chauffeurs are responsible for maintaining adequate insurance cover. In the event of an injury, accident or other issue that brings about a claim, where services are conducted by independent chauffeurs or affiliate partners, any claim will be made on the independent or affiliate partners insurance policy and not on Chabé Limited

### 4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the terms of the Booking are complete and accurate;



## STANDARD TERMS AND CONDITIONS

- (b) co-operate with Chabé in all matters relating to the Services;
- (c) without prejudice to clause 4.2, ensure that it only allows authorised persons to access and use the Services on its behalf;
- (d) comply with, and ensure its Passengers comply with, the Passenger Obligations;
- (e) provide Chabé, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Chabé to perform the Services;
- (f) promptly provide Chabé with such information as Chabé may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (g) provide Chabé, on a regular basis, with authorised users' email addresses for the purpose of setting up authorised user profiles on behalf of the Customer, and shall obtain the necessary permissions and consents of the authorised user to share such information with Chabé;
- (h) provide to Chabé where required by customers an automated HR feed and shall ensure that it has the consent of those personnel included in such HR feed prior to its disclosure to Chabé;
- (i) work with Chabé to successfully onboard the Customer's authorised users (including travellers and bookers) by providing Chabé with consensual and authorised user/employee data (including but not limited to; first name, surname, employee title i.e. MDR, DIR, VP, AVP etc, work email address, work mobile number and where applicable cost centre/code). Only authorised user profiles will have access to the Services, and where applicable, be subject to any Customer travel policy administration, to ensure account compliance. user/employee data (format/system to be agreed between the Customer and Chabé i.e. SFTP, password protected) to be received and uploaded by Chabé on a regular basis, to execute necessary updates for leavers, joiners and departmental/role changes;
- (j) agree and deploy appropriate internal communications plan to support on-boarding of authorised users and provide information on the process and agreement for accessing, booking and using the Services, as set out in these Terms; and
- (k) throughout the Term, cooperate with Chabé to develop suitable communications to be sent to persons authorised to use the Services to fully benefit from the Services offered.
- 4.2 Chabé shall be entitled to treat any Booking made referencing the Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges and Additional Charges relating thereto.
- 4.3 If Chabé's performance of any of its obligations under these Terms or any contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- (a) without limiting or affecting any other right or remedy available to it, Chabé shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Chabé's performance of any of its obligations;
- (b) Chabé shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Chabé's failure or delay to perform any of its obligations as set out in this clause 4.3; and
- (c) the Customer shall reimburse Chabé on written demand for any costs or losses related to the services sustained or incurred by Chabé arising directly or indirectly from the Customer Default.
- 4.4 The Customer represents, warrants and undertakes that:





## STANDARD TERMS AND CONDITIONS

(a) it has the power and is duly authorised to enter into, perform and comply with its obligations including, for the avoidance of doubt, procuring compliance by itself and its Passengers with the Passenger Obligations, under these Terms;

(b) these Terms are executed by an authorised representative of the party;

(c) it has obtained and shall maintain for the duration of these Terms all regulatory consents, licences, registrations and approvals necessary for it to comply with its obligations under these Terms;

(d) its entry into these Terms and its performance of and compliance with its obligations under these Terms does not violate any restriction imposed by any Applicable Law, or the Customer's memorandum, or articles of association, or any other agreement to which it is a party;

(e) it has the financial resources necessary to meet its obligations under these Terms;

(f) no circumstance described in clause 11.2(c) has occurred in respect of the Customer during the 12 Months preceding the Effective Date; and

(g) it shall ensure that its Account, which may contain payment card details, shall not be shared with any unauthorised persons (including unauthorised users of the related payment card), and that it shall be responsible for any Bookings made in connection with its Account.

4.5 The Customer acknowledges and agrees that Chabé may from time to time contact Passengers directly for feedback in order to improve the Services and the customer experience. A Passenger may decline to provide such feedback at its sole discretion.

4.6 The Customer undertakes to Chabé that it shall not (and shall procure that no member of the Customer's Group shall) at any time during the period of 24 Months commencing on the Effective Date, offer employment to, enter into a contract for the services of, or otherwise entice or attempt to entice away from Chabé or any of its Group Members, any person who had been employed or directly or indirectly engaged by Chabé or procure or facilitate the making of

any such offer or attempt by any other person.

### 5. CHARGES AND PAYMENT

5.1 The Customer shall pay the Charges, the Additional Charges (where applicable) in relation to the Services.

5.2 Chabé reserves the right to increase the Charges and the Additional Charges provided to Customers from time to time in its sole discretion.

5.3 Payment shall be made in accordance with the Payment Terms in the Service Description.

5.4 If a Booking is cancelled, prior to completion of the Services, the Cancellation Process as set out in the Service Description shall apply.

5.5 Unless otherwise expressly provided in these Terms, all amounts referred to in these Terms are exclusive of value added tax ("VAT") or other applicable sales tax which, where chargeable by Chabé, shall be payable by the Customer at the rate and in the manner prescribed by Applicable Law. All amounts referred to in these Terms are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to Chabé's income), which the Customer shall be additionally liable to pay to Chabé.

5.6 If the Customer fails to make a payment due to Chabé under the Contract, or these Terms, by the due date, then, without limiting Chabé's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time. In the event of any dispute as to the amount of an invoice, the Customer shall pay the amount in full pending the resolution of such dispute and Chabé shall make any adjustment due immediately upon such resolution.

5.7 All amounts due under the Contract and/or these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law).



## STANDARD TERMS AND CONDITIONS

### 6. RESPONSIBILITIES AND REPORTING

6.1 In connection with providing the Services, Chabé shall provide such Reporting as set out in the Service Description.

6.2 The parties shall, prior to the Effective Date, appoint Representatives who shall be:

(a) in relation to Chabé, responsible for the co-ordination of all matters relating to the provision of Services to ensure that they are properly managed; and

(b) in relation to the Customer, responsible for the co-ordination of all matters relating to the receipt of the Services.

### 7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights belonging to a party prior to the Effective Date, including all related Intellectual Property Rights and moral rights to any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by any other party in relation to those Intellectual Property Rights shall remain vested in that party.

7.2 All Intellectual Property Rights in or to any brand or trade mark shall remain vested in the owner of the relevant brand or trade mark and neither party's trade marks or brands shall be used by the other party for any purpose without the other party's prior written consent.

7.3 All Intellectual Property Rights in or to the Chabé System shall remain vested in Chabé.

7.4 Where the Customer uses the Chabé System to receive the Services, Chabé grants to the Customer a royalty-free, non-exclusive, revocable, worldwide, non-transferable, non-sub licensable licence for the Term to use the Chabé System for the sole purpose of receiving the Services.

7.5 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Chabé ("Developments").

The Customer assigns to Chabé, or shall procure the assignment to Chabé of, all such rights (whether presently existing or to be created in the future) and agrees to execute, or procure the execution of, all documents reasonably necessary to give effect to Chabé's title to the Intellectual Property Rights in Developments

### 8. DATA PROTECTION AND DATA PROCESSING

8.1 Each party shall:

(a) at all times during the term of these Terms, comply with the Data Protection Legislation;

(b) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under these Terms; and

(c) notify each other of an individual within its organisation authorised to respond from time to time to enquiries regarding personal data.

8.2 Subject to clause 8.7, Chabé:

(a) acknowledges that, in respect of Processed Data, as between the parties, it acts as a processor; and

(b) shall ensure that all Chabé personnel who have access to and/or process Processed Data are obliged to keep the personal data confidential.

8.3 Chabé:

(a) shall only process Processed Data in accordance with these Terms and the Customer's instructions as set out in these Terms and as issued from time to time ("Processing Instructions") (which the Customer shall ensure are compliant with the Data Protection Legislation). For the avoidance of doubt, these Terms constitutes the Customer's instructions to Chabé, and Chabé is further instructed to:

(i) process personal data to communicate directly with data subjects for the purpose of providing and promoting the Services;



## STANDARD TERMS AND CONDITIONS

- (ii) process personal data to communicate directly to data subjects for the purpose of promoting consumers services, and the Customer warrants that it has attained appropriate consents for this communication;
- (iii) process personal data to communicate directly with data subjects for the purpose of requesting that data subjects participate in surveys to improve customer experience;
- (b) if Applicable Law requires it to process Processed Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Processed Data (unless Applicable Law prohibits such information on important grounds of public interest);
- (c) shall inform the Customer if Chabé becomes aware of a Processing Instruction that, in Chabé's opinion infringes Data Protection Legislation, provided that, this provision is without prejudice to clauses 8.1 in respect of the Customer, and clause 8.9;
- (d) shall provide reasonable cooperation and assistance to the Customer in ensuring compliance with:
- (i) the Customer's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation as they relate to these Terms;
- (ii) the Customer's obligations set out under Articles 32 – 36 of the GDPR to:
- (a) ensure the security of the processing;
- (b) notify the relevant Supervisory Authority and any data subjects, where relevant, of any Personal Data Breach;
- (c) carry out any data protection impact assessments ("DPIA") on the impact of the processing on the protection of Processed Data; and
- (d) consult the relevant Supervisory Authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk;
- (e) notify the Customer without undue delay on becoming aware of a Personal Data Breach in respect of Processed Data processed under these Terms;
- (f) shall make available to the Customer all information reasonably required by the Customer to demonstrate Chabé's compliance with its obligations set out in this clause 8 and allow and co-operate with any data protection audits and inspections conducted by the Customer or another auditor mandated by the Customer, provided that reasonable prior notice is provided, and no more than one such audit or inspection is conducted during any 12-Month period unless mandated by a Supervisory Authority;
- (g) taking into account the nature of and risks associated with the type of personal data collected or used in connection with the Services, shall have in place appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data by or on behalf of Chabé including where appropriate data protection by default and/or by design measures, and all other such measures as may be agreed between the parties; and
- (h) at the written direction of the Customer, delete or return Processed Data and copies thereof to the Customer on termination of these Terms unless required by Applicable Law and/or permitted under applicable Data Protection Legislation to store the Processed Data.
- 8.4 The provision of the Services may require the transfer of personal data to countries outside the EEA from time to time. Subject to clause 8.5, Chabé and its sub-processors shall not, without the prior written consent of the Customer, transfer any Processed Data to a country or territory outside the EEA unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation.



## STANDARD TERMS AND CONDITIONS

8.5 Customer hereby grants to Chabé general authorisation for sub-processing (including, without limitation, Group Members and Fulfilment Partners), provided that:

(a) Chabé and the sub-processor enter into a contract on terms substantially as protective as this clause 8;

(b) Chabé shall keep Customer informed from time to time of any intended changes concerning the addition or replacement of any categories of sub-processors engaged in the provision of the Services by sending updates by email giving Customer the opportunity to object to such changes on reasonable grounds of non-compliance or material risk of non-compliance by the Customer with Data Protection Legislation by notifying Chabé of its objections in writing within 7 calendar days of the notification; and

(c) Chabé shall remain fully liable to the Customer for the performance of the sub-processor's obligations.

8.6 The parties acknowledge that the types of personal data processed pursuant to these Terms (i.e. Processed Data) (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in Annex 1.

8.7 If and to the extent, Chabé is a data controller in relation to personal data collected under these Terms, Chabé shall comply with the applicable provisions of the Data Protection Legislation.

8.8 The Customer may provide Chabé with staff personal data for the purpose of on-boarding such staff to allow them access to the Service. The Customer warrants that it shall have the appropriate lawful basis for obtaining and providing such staff personal data to Chabé.

8.9 The Customer warrants, that in relation to all Processed Data, the Customer shall have the appropriate lawful basis for the personal data of the relevant data subject to be shared with Chabé and, if relevant, any of the Fulfilment Partner(s).

### 9. LIMITATION OF LIABILITY

9.1 Neither party's liability:

- for death or personal injury caused by its negligence;
- for fraudulent misrepresentation or for any other fraudulent act or omission;
- to pay sums properly due and owing to the other in the normal course of performance of these Terms; or
- for any other liability which may not lawfully be excluded or limited;

is excluded or limited by these Terms, even if any other term of these Terms would otherwise suggest that this might be the case.

9.2 Subject to clause 9.1, neither party or shall be liable (whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:

- (a) loss of profit;
- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers or contracts;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of opportunity;
- (f) loss of software or data;
- (g) loss or waste of management or other staff time; or
- (h) indirect, consequential or special loss;

arising out of or relating to these Terms, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 9.2, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss). Notwithstanding the foregoing, the exclusions in clauses 9.2(a) and (b) shall not apply to any loss suffered by Chabé and in the event of the Customer's wrongful termination of these Terms.



## STANDARD TERMS AND CONDITIONS

9.3 Subject to clause 9.1, neither Chabé shall be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of (a) the use of the Services in breach of these Terms; and/or (b) any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information.

9.4 The parties agree that the Limitation of Liability section of the Service Description shall apply to any liability arising out of or in connection with these Terms or any Contract.

9.5 Except as expressly set out in these Terms and subject only to clause 9.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Services or to anything supplied or provided by Chabé under these Terms.

9.6 This clause 9 shall survive termination of these Terms.

### 10. CONFIDENTIALITY

10.1 Each party shall:

(a) keep confidential all Confidential Information of the other party which it receives in connection with these Terms;

(b) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under these Terms;

(c) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;

(d) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, these Terms;

(e) subject to clause 10.2, not disclose such Confidential Information to any third party (other than its professional advisers, officers,

employees, agents, contractors and sub-contractors on a 'need to know' basis as strictly required for the purposes of these Terms and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 10);

(f) promptly, upon request and, in any event, upon termination of these Terms (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so; and

(g) in relation to Chabé only, procure that its Chauffeurs and Chauffeurs agree to confidentiality provisions at least as restrictive as those in this clause 10.1.

10.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).

10.3 Either party shall be permitted to issue any press release in relation to the subject matter of these Terms or any marketing or publicity materials including reference to the subject matter of these Terms but excluding Confidential Information herein.

10.4 From time to time, the Customer may be asked by Chabé to:

(a) participate in Chabé case studies; and/or

(b) provide testimonials; and/or

(c) provide feedback, such as ratings or comments to Chauffeurs; and/or

(d) participate in surveys, to improve the customer experience

provided that any testimonials provided and/or any content used in a case study shall be subject to the Customer's prior written approval before being published in any external materials or communications.





## STANDARD TERMS AND CONDITIONS

10.5 Subject to obtaining the Customer's prior written consent, Chabé may use the Customer's name, trade mark, service mark, logo, domain name, URL or other identifier in publicity releases, interviews, marketing materials, public announcements or advertising.

### 11. TERM AND TERMINATION

11.1 These Terms shall commence on the Effective Date and shall continue indefinitely unless and until terminated by either party in accordance with this clause 11.

11.2 Either party may terminate these Terms and/or any uncompleted Booking by giving the other written notice if:

- A. the other materially breaches any term of these Terms and it is not possible to remedy that breach;
- B. the other materially breaches any term of these Terms (which, in the case of the Customer, shall include non-payment of any invoiced amount that is due and owing) and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so; or
- C. the other suffers or undergoes or becomes insolvent, makes a composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so.

For the purposes of this clause 11.2 in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

### 12. CONSEQUENCES OF TERMINATION

12.1 Cancellation of any Booking will not have the effect of terminating these Terms or any other Booking, but termination of these Terms will automatically terminate all uncompleted Bookings.

12.2 Termination of these Terms and/or any Booking for any reason will not affect:

(a) any accrued rights or liabilities which either party may have by the time termination takes effect; or

(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.

12.3 On termination of these Terms the Customer shall immediately pay to Chabé all of Chabé's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Chabé shall submit an invoice, which shall be payable by the Customer immediately on receipt.

12.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

### 13. FORCE MAJEURE

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations and in the case of Chabé, shall be relieved of its obligations in relation to KPIs as set out in Annex 2. If the period of delay or non-performance continues for six Months, the party not affected may terminate these Terms by giving 30 days' written notice to the affected party.



## STANDARD TERMS AND CONDITIONS

### 14. GENERAL

14.1 Each party acknowledges that in order to ensure that Services timescales and costs estimates are met, it is important that changes to the Services are properly managed. Accordingly, there is a defined procedure for managing and approving changes to the Services (“Change Control Procedure”). This procedure is as follows:

- (a) changes may be proposed by either party;
- (b) Chabé will advise the Customer if any proposed change would (if implemented) be likely to have a material impact on Services timescales and/or the Charges or any other material impact on these Terms. Where possible, Chabé will specify the extra time or cost that will result from a proposed change. If a significant amount of work is required to assess the impact of a proposed change, Chabé shall provide the price for this assessment work and the parties will then decide whether or not the assessment should be carried out. If such work is carried out, then part of the output of that work will be to specify impact on time and the price of the proposed change;
- (c) the parties will consider proposed changes in the light of Chabé’s recommendations and impact assessment (if any) and will:
  - (i) agree them for immediate inclusion in these Terms (in which case the parties must also agree any relevant changes to the Services timescales and/or Charges that result);
  - (ii) provisionally approve them for consideration for inclusion later in these Terms (in which case their inclusion will be subject to agreement at that later stage); or
  - (iii) reject them; and
  - (iv) any approved changes and any consequent effects on the Services timescales, Charges and/or responsibilities will be documented and signed by authorised Representatives of each party.

14.2 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or

any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.3 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

14.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

14.5 These Terms, any Booking, and any document referred to herein, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

14.7 Unless otherwise stated in the Service Description, the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms without the prior written consent of Chabé.

14.8 Chabé may at any time assign or transfer any or all of its rights or obligations under these Terms unless otherwise stated in the Service Description.



## STANDARD TERMS AND CONDITIONS

14.9 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

14.10 Chabé may, at its sole discretion, vary these Terms from time to time. Any variation shall be posted on the Chabé Site.

14.11 Except as provided in these Terms, a person who is not a party to these Terms shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Customer acknowledges that Chabé may enforce these Terms subject to and in accordance with the terms herein. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any other person.

### 15. NOTICES

15.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the addresses set out above in the case of Chabé and to the address provided when you accepted these Terms in the case of the Customer;

(b) delivered by pre-paid airmail providing proof of postage at the addresses set out in the Service Description in the case of Chabé and to the address provided when you accepted these Terms in the case of the Customer; or

(c) sent by email to the address set out in the Service Description in the case of Chabé and to the email address provided when you accepted these Terms in the case of the Customer.

15.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or

(d) if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 16. GOVERNING LAW AND JURISDICTION

16.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).



## ANNEX 1 - PROCESSED DATA

For the purposes of clause 8, the parties set out below a description of the Processed Data being processed under these Terms and further detail required pursuant to the GDPR.

### 1. Types of personal data

Name, title, job title, mobile phone number, email address, business contact details, online account details (e.g. name, email address and any password or username linked to them), online identifiers provided by devices, applications, tools or protocols (e.g. IP addresses, cookie identifiers and location data), private address (including previous residential addresses), private contact details, booking data such as date and time, records of complaints and lost property, bank account or, credit/debit card information, regulatory information, telematics data, geo-location data, wifi usage data, any notes taken to help deliver the ground transportation services and health data (where applicable).

### 2. Duration of processing

Until the latest of (a) termination of these Terms in accordance with its terms; or (b) the date upon which processing is no longer necessary for the purposes of either party performing its respective obligations under these Terms (to the extent applicable) or (c) processing for the purpose of compliance with Applicable Law and/or regulatory requirements.

### 3. Nature of processing

Collection, storage, duplication, transfer, electronic viewing, deletion and destruction.

### 4. Purpose of processing

The provision of chauffeur and car services, to communicate directly with data subjects for the purpose of providing and promoting the Services, to process personal data to communicate directly to data subjects for the purpose of promoting consumer services, and to process personal data to communicate directly with data subjects for the purpose of requesting that data subjects participate in surveys to improve customer experience.

### 5. Categories of data subject

Customers, officers, employees and temporary staff of Customer and its Group Members and partners, complainants, correspondents, enquirers, suppliers, advisers, consultants, professional experts and anyone else authorised by the Customer to use the Services.



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## ANNEX 2 - TARGET KEY PERFORMANCE INDICATOR

### CHAUFFEUR SERVICES

The Key Performance Indicators (KPIs) for these services are;

99% on Time Arrivals

99% right vehicle provision

2 Hours response times to booking requests (via email and phone)

99% speed and accuracy of invoice.

