

TERMS AND CONDITIONS

1. CLIENT RELATIONSHIP

- 1.1 These terms and conditions apply between the Company (ECOIGO Ltd. co. no. 05715323) and the Customer (whose name and address is set out in the Account Application Form attached to this Agreement) for the provision of any and all services, including carriage, courier or delivery services, booking and/or account services (the "Services") undertaken by the Company for the Customer during the continuance of this Agreement.
- 1.2 The Company reserves the right in its absolute discretion and without giving reasons, to reject an Account Application Form and to decline to enter into a contract.
- 1.3 The contract shall be personal to and non-assignable by the Customer.

2. BOOKINGS

- 1.2 No bookings will be accepted by the Company unless the Customer's PIN (personal identification number supplied on opening of an account) is quoted. The Customer is responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made with their PIN.
- 2.2 The Customer is liable for all charges incurred from booking until completion or cancellation of the assignment, including any journey variations requested by the passenger, and if applicable any cancellation charge.
- 2.3 The Company may in its absolute discretion, without liability and without giving reasons refuse to accept any booking.

3. DELIVERY

- 3.1 The Company shall use reasonable endeavours to deliver the Customer and/or the Customer's goods or property on time, however time for delivery shall not in any event be of the essence and, save here otherwise agreed in writing, the Company makes no warranty that delivery shall be within the Customer's stipulated time period and/or any time period stated by the Company.
- 3.2 In the event that the Company is unable due to the Customer's actions or inactions for whatever reason to deliver the Customer or the Customer's goods or property then the Customer shall be liable for any and all costs and expenses incurred in the failed delivery, re-delivery and/or storage of the same.

4. CHARGES AND PAYMENT

- 4.1 The Company shall invoice the Customer on a monthly basis in respect of any Services. Invoices shall include charges in respect of VAT and applicable administration fees.
- 4.2 The Customer shall pay invoices in full within 28 days (if a business account), or 14 days (if a personal account), of the date of such invoices. The Company may charge interest any account balance remaining unpaid for more than 28 days at a rate of 5% above the base rate of Nat West Bank PLC accruing on a daily basis and compounded on a monthly basis from the due date until full settlement.

5. LIMITATIONS AND EXCLUSIONS

- 5.1 Any quoted pick up or journey times are best estimates only and the Company shall have no liability in connection with the time at which the passenger(s) reach the destination.
- 5.2 The Company shall have no liability for any damage, loss, cost, claims or expenses (whether foreseeable or not) arising directly or indirectly from:
- 5.2.1 breakdown, accident, adverse weather conditions, inadequate, incorrect or inappropriate labelling and/or packaging of goods and /or instructions from the Customer;
 - 5.2.2 any act or omission on the part of the Customer or passenger or any act or circumstance beyond the control of the Company;
 - 5.2.3 the cancellation of bookings, if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation;
 - 5.2.4 the suspension of the Services if it results from circumstances beyond the Company's control, including but not limited to the acts or omissions of the Customer;

- 5.2.5 acts or omissions of any private hire driver assigned to the Company, if the Company has taken every reasonable care to ensure that only licensed vehicles and drivers are used, or any other sub-contractor used in good faith by the Company to provide the Services;
- 5.3 In no circumstances shall the Company be liable for any loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatsoever.
- 5.4 Without prejudice to the generality of this clause 5 the liability of the Company for each delivery or courier service undertaken shall in any event be limited to £150.
- 5.5 Nothing in this clause shall serve to exclude or limit the liability of either party for death or personal injury caused by that party's negligence or fraudulent misrepresentation.

6. THE RIGHTS AND POWERS OF THE COMPANY

- 6.1 The Company reserves the right at any time, on notice to the Customer to: alter the Customer's account number or PIN; impose or modify an invoice limit in respect of any Customer; and/or temporarily suspend the Service to the Customer wholly or in part.

7. TERMINATION

- 7.1 This Agreement and the Services may be suspended or terminated as follows:
- 7.1.1 by either party giving the other 7 days written notice;
 - 7.1.2 immediately by the Company (without prejudice to any other rights or remedies) if the Customer:
 - (a) fails to pay when due any sums payable;
 - (b) commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed; or
 - (c) fails to observe or perform or breaches any of its obligations under this Agreement.
- 7.2 Upon termination of the Customer's account for whatever reason all sums payable to or chargeable by the Company shall become immediately due and payable in.

8. GENERAL

- 8.1 If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this agreement.
- 8.2 Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.
- 8.3 This Agreement contains all the terms agreed by the parties regarding the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them. No forbearance, indulgence, delay or failure by the Company to enforce, act upon or to exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement shall constitute a waiver of such term or right and shall in no way affect the Company's right later to enforce or exercise it. Any waiver by the Company of any breach by the Customer of this Agreement is limited to that particular breach.
- 8.4 This Agreement is governed by and shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.