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### **TERMS AND CONDITIONS OF USE**

The following terms and conditions govern service provided by Xpert Digi Taxis:

#### **1. Definitions**

- 1.1 "The Company" means Xpert Digi Taxis Limited and successors.
- 1.2 "Credit Limit" means the maximum amount express in money terms which the Company may from time to time specify to the client as being the limit on credit that may be from time to time be made or afforded to any client.
- 1.3 "Client" means the person or company in whose name the account is maintained and includes employees, subcontractors and any other person acting on behalf of the Client.

#### **2. Business User**

The Client has entered into this Agreement in order to obtain the services and provision of private hire taxi for use in the Client's business and the Client hereby declares that it shall receive all such services in the course of the business carried out by it.

#### **3. Provision of Credit**

- 3.1 All applications for the granting of credit shall be decided by the Company at its absolute discretion.
- 3.2 The Company may grant credit to the customer from time to time. This facility may be ended by the Company at its absolute discretion.

#### **4. Price**

- 4.1 The administration charge for services is 12% plus Vat

- 4.2 The Company reserves the right to vary the prices, discounts, allowances, premiums and surcharges at any time and all such prices are subject to all government taxes, duties, levies, charges, surcharges, assessments or impositions where applicable at the appropriate rate and any variation of the same at any time of the account of this Client.

#### **4.3 No Contact Charges**

In the event of any driver being allocated a job in good faith and the customer not showing up, a cancellation or no contact fee shall be administered to the client. The client has the right to cancel any bookings made with the company. However if this is not done within a fifteen minute period from the requested time, this charge shall apply. The present charge is €8.00.

## **5. Payment**

- 5.1 The Company or its agent will send the Client a statement of charges for the services drawn by the Client on a monthly basis or on an alternative basis as may be agreed between the Company and the Client.
- 5.2 Where a direct debit arrangement has been entered into payment shall be made by way of direct debit on the account with the Client on or after the fourteenth day following the issue of the relevant invoice or as may otherwise be agreed between the Company and the Client from time to time. In order to comply with the direct debit requirements the Client shall at all times:
  - (a) maintain a bank account capable of accepting direct debits; and
  - (b) keep the Company provided with an effective direct debiting mandate against such account; and
  - (c) Ensure that every direct debit properly instants by the Company against such account is duly met.
- 5.3 If for any reason the Client has not paid the full statement value by the due date the Company will charge interest on the account of the Client at the rate of 5% per annum above the European Inter Bank Overdraft Rate payable from the due date until the date full payment has been received.
- 5.4 Upon the Client becoming bankrupt or going into liquidation, whether compulsory or voluntary, or having a receiver or examiner appointed over all or any part of the Client's property or business, the total outstanding balance on the Client's account shall immediately become due and payable in full and the right to use the services shall automatically cease.
- 5.5 The Client may not withhold payment of any invoice or any other amount due to the Company by reason of any right of set-off or counterclaim which the Client may have or allege to have or for any reason whatsoever.

## **6. Liability of the Company**

- 6.1 The present agreement shall not be understood to contain any warranty on the part of the Company that any service is available at any particular location.
- 6.2 The Company accepts no liability and gives no warranty, express or implied, whether arising by common or statute in relation to any transaction by or service supplied to the Client by virtue of entering into this Agreement with the Client.
- 6.3 The Company shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of property) suffered by the Client arising out of a breach by the Company of any provisions of this Agreement. In the event of any breach by the Company of any provision of this Agreement, the remedies to the Client shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the service in question.

## **7. Data Protection**

The Company undertakes to keep and use the information provided by the Client and pertaining to the Client's account only for the purpose of managing the Client's account, and further undertakes not to disclose such information to any third party without the consent of the Client except as otherwise required by law.

## **8. Variation, Assignment and Force Majeure**

- 8.1 The Company may vary or add to the terms of this Agreement at any time provided that notice of such variation is served in writing. Any use of the service by the Client or the Client's authorised representatives after such notice has been served on the Client shall be construed as acceptance by the Client of such variation or additions.
- 8.2 This Agreement shall not be assignable in whole or in part by the Client without the prior written consent of the Company.
- 8.3 Neither party shall be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, theft or other event beyond the reasonable control of either party.
- 8.4 The Client shall immediately notify the Company of any change to the Client's address.

## **9. Applicable Law, Commencement and Termination**

- 9.1 This Agreement is governed in all respects by the law of Ireland and the parties agree to submit to the non-exclusive jurisdiction of the Irish Courts.
- 9.2 This Agreement shall come into force immediately upon the due delivery by the Company of any service to the Client.
- 9.3 Without prejudice to the above entitlements of the Company to cancel the service at any time without notice and to refuse to issue or direct services at its absolute discretion, either party shall be entitled forthwith to terminate this Agreement by written notice to the other.