

2B Heard Ltd T/A 2B Toured – Terms and Conditions

These Terms and Conditions shall apply to all bookings made by 2B Heard Ltd, a company registered in England and Wales under number 09672716, whose registered address is 5 Doolittle Yard, Froghall Road, Amptill, Beds, United Kingdom, MK45 2NW and trading address is Unit 4F, St Francis Way, Shefford, Bedfordshire, SG17 5DZ. Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**the Agreement**” means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the booking;

“**Client**” means you, any individual, firm or corporate body which makes a booking with the Company;

“**Company**” means us, 2B Heard Ltd;

“**Confidential Information**” means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“**Confirmation**” means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

“**Transport**” means the trip the subject of the Agreement;

“**Services**” means the Transportation services to be provided by the Company;

“**Total Price**” means the total sums payable for the Transport.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and “written” includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a clause is a reference to a clause of these Terms and Conditions; and

1.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. How the Contract is formed between you and us

2.1 The Services can be provisionally booked over the telephone or by email.

2.2 Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you in writing to advise that the booking has been successfully confirmed. The contract between us will only be formed when we send you the booking Confirmation upon receipt of payment.

2.3 Bookings shall not be deemed confirmed until any requested deposit is paid in full.

3. Services

3.1 The Company shall provide a Transport Service to the Client.

3.2 The Company will use reasonable care and skill in providing the Transport Service.

3.3 In accepting these terms and conditions you acknowledge that you do not rely on any representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.

3.4 The Client will be deemed to have full authority to make a Booking on behalf of their client.

3.5 We reserve the right to make any changes to the Services but will endeavour to keep any such changes to a minimum.

4. The Client's obligations:

4.1 The Client is required to provide the following information during the booking:

4.1.1 How many passengers are to be transported;

4.1.2 If there is any luggage or other equipment to be transported;

4.1.3 Any special instructions; and

4.1.4 If the traveller has any special requirements.

4.2 Should any information provided change at any stage or be found to be incorrect, either deliberately or otherwise, we reserve the right to amend or cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in amending or cancelling your booking.

4.3 We are only responsible for the travellers from the departure point until arrival destination, as described in our booking.

4.4 Please ensure that travellers will be ready at the agreed time and location. If not, we may be unable to wait and cancellation in accordance with clause 8 below shall apply.

4.5 If, on our arrival at the departure point, the traveller is unable to travel for any reason, clause 8 below shall apply.

4.6 If the traveller has specific allergies or dietary requirements, these should be detailed at the time of booking and we will use all reasonable endeavours to accommodate such requirements. Where we are not made aware of this at the time of booking, we will charge for any additional costs incurred by us in accommodating such requirements.

5. Price

5.1 The price of the Transport will be as stated at the time of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us. We are under no obligation to provide the Transport at the incorrect (lower) price, even after we have sent you an order confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

6. Payment

6.1 The Total Price shall be payable upon booking or where agreed with cash on the day of the Services. Any prepayments shall be non-refundable.

6.2 All payments should be made to the Company in pounds sterling by cash or bank transfer or, where applicable, by card machine payment.

6.3 Receipts for payment will be issued only upon request.

7. Variations and Amendments

7.1 If you wish to vary any details of the Transport, you must notify the Company as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall become immediately due and payable.

7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Confirmation, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

7.3 The Company reserves the right to do the following:

7.3.1 amend any Agreement in order to reflect a change in the circumstances beyond our reasonable control; and

7.3.2 vary our schedule of charges from time to time

7.4 Whilst every care is taken to maintain the vehicles. Mechanical failures or other issues may cause breakdown or safety related issues. Should this happen the driver may be required to stop the vehicle. We shall use all reasonable endeavours to continue the Transport journey with minimal delays or disruption by sourcing an alternative vehicle.

8. Cancellation

8.1 If the Client wishes to cancel Transport, they may do so at any time by giving notice to the Company, provided that:

8.1.1 under no circumstances will the any monies paid be returnable;

8.1.2 the Company shall be immediately entitled to payment or to withhold payment for 100% of the Total Price if cancellation takes place within 24 hours or less before the start date of the Transport.

8.2 If you fail to complete any of your obligations under clauses 4 or 6, we will cancel your booking and the above clauses 8.1.1 to 8.1.2 shall apply.

8.3 We reserve the right to cancel the Transport at any time. In this event, we will refund any payments made, including the deposit.

9. Liability and Indemnity

9.1 The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by it arising from loss or damage to

- any equipment (including that of third parties) caused by the Client, its agents or their pet.
- 9.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.4 We may provide introductions to other companies and we may receive commission for such introductions, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
- 10. Privacy Policy**
- 10.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
- 10.2 Notwithstanding the above, we reserve the right to take and use photographs, and testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
- 10.3 Your data is stored securely in accordance with the General Data Protection Regulation. All such data stored electronically is password protected and encrypted.
- 10.4 We will not share any of your information with any other agency, company or business for marketing or any other purpose at any time, unless required to do so by law.
- 11. Confidentiality**
- 11.1 Each Party undertakes that, except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 1 year after its termination:
- 11.1.1 keep confidential all Confidential Information;
- 11.1.2 not disclose any Confidential Information to any other party;
- 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party may:
- 11.2.1 disclose any Confidential Information to:
- 11.2.1.1 any sub-contractor or supplier of that Party;
- 11.2.1.2 any governmental or other authority or regulatory body; or
- 11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
- 12. Events outside our control (Force Majeure)**
- 12.1 The Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 13. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14. Set-Off:** Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
- 15. Intellectual Property Rights and Patents:** All intellectual property rights and patents, whether pending or otherwise, shall remain in the ownership of the Company.
- 16. Sub-Contracting**
- 16.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.
- 17. Relationship of the Parties:** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
- 18. Third Party Rights**
- 18.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 18.2 Subject to this Clause 18, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
- 19. Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 20. Entire Agreement**
- 20.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 20.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 21. Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
- 22. Severance:** In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed

from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

23. **Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.