

1. DEFINITIONS

- “Access to Work”:** the government scheme providing support and assistance to qualifying candidates with disabilities or health conditions.
- “Account Holder Customers”:** those Customers who set up an account in accordance with Clause 9 of these Terms and Conditions.
- “Additional Charges”:** any charges which arise across any given journey which fall outside of the Fare, including but not limited to toll charges, parking charges and airport access charges.
- “Blueline App”:** the mobile software application and related services provided by Blueline Taxis on a white label version of the Riide App.
- “Blueline Taxis”:** Ian Gordon Shanks, Paul Thomas Shanks and Jane Bell trading together in partnership as Blue Line Taxis, and all other entities within the Blueline group from time to time, including but not limited to Blue Line Services Limited (CRN: 06711231), Blue Line Processing Limited (CRN: 11830971), Blue Line (North East) Limited (08772930) Taxi Cab Services Limited (CRN: 12086865), Taxi Cab Services (Gateshead) Limited (CRN: 12086865), Blue Line Media Services Limited (CRN: 11109290), Blue Line Insurance Services Limited (CRN: 08352416) and including any Trading Names.
- “Booking Services”:** the services set out in Clause 3 of these Terms and Conditions, which shall be provided to you by Blueline Taxis.
- “Call Out Fee”:** the sum of £2.00 (or such other amount as is notified by Blueline Taxis from time to time) which may be payable to the Driver in accordance with Clause 9.17 of these Terms and Conditions.
- “Customer”:** the individual making the booking and receiving the Booking Services, also referred to in these Terms and Conditions as ‘you’ and ‘your’.
- “Driver”:** a self-employed individual providing road passenger transportation services which shall include any drivers who are licensed under the Legislation to carry out road passenger transportation.

“Driver Services”:	the provision of transportation by the Driver.
“Go Cardless”:	GoCardless Limited (CRN: 07495895) whose registered office is at Sutton Yard, 65 Goswell Road, London, England, EC1V 7EN and whose website is: https://gocardless.com/ .
“Fare”:	payment for the Driver Services including any Call Out Fee.
“Legislation”:	the Local Government (Miscellaneous Provisions) Act 1976, the Town Police Clauses Act 1847 and any related local government regulations pertaining to the operation of private hire vehicles and hackney carriages from time to time.
“Passenger(s)”:	the individual(s) that actually receive the Driver Services, which may or may not be the Customer or the Account Holder Customer.
“Ride App”:	the mobile software application and related services provided by Riide Ltd (CRN:09925218) through which customers can book Blueline Taxis.
“Student Finance”:	Student Finance England, the government-owned organisation that administers loans and grants to students in universities and colleges in the UK.
“Trading Names”:	Battle Hill Taxis, Blueline Peterlee Union Taxis, Central Taxis, Blaydon Cab Co, Prestige Taxis, Parkside Taxis, Arrans Taxis, Derwentside Taxis, Neasham’s Taxis, Prestige Taxis, Prestige Private Hire, Roadrunners Taxis, Wayside Taxis, Cameron Navigation Taxis, Preston Taxis, Winlaton and Ryton Taxis, Streetcars, Grafty’s, A2B, AA&C Taxis, Cameron Taxis, Navigation Taxis, and Streamline Taxis and all other trading names used from time to time.
“QuickBooks”:	the accountancy software system used by Blueline Taxis to invoice Account Holder Customers.
“Website”:	www.bluelinetaxis.com and www.blueline-group.com

2. OPERATOR’S LICENCE

- 2.1 In accordance with the Legislation, only a person holding the relevant operator's licence may accept a booking made by you.
- 2.2 Blueline Taxis confirms that private hire vehicle operator’s licences are held by it for North Tyneside Council, Newcastle City Council, Northumberland County Council, Gateshead Council, Durham County Council, Sunderland City Council, South Tyneside Council and Hartlepool Borough Council and will procure the necessary

private hire vehicle operator's licences for any other local authority areas from which it may operate from time to time.

3. PROVISION OF BOOKING SERVICES BY BLUELINE TAXIS

3.1 Blueline Taxis provides you with booking services, which include the following:

- a. Accepting bookings requested by you in advance by any means, including but not limited to in person at our offices, by telephone, via our e-booking service on the website and by using the Blueline App and/or the Ride App;
- b. Identifying and arranging suitable Drivers to provide the Driver Services to you and/or any Passengers who travel under booking requests made by you;
- c. Receiving Fares and payment of any invoices under Clauses 9, 10 and 11 from you on behalf of the Drivers and distributing these to the Drivers;
- d. Receiving payment in respect of vehicle repair or cleaning charges on behalf of the Drivers and distributing that to the Drivers, when required to do so;
- e. Maintaining records of the Bookings made;
- f. Monitoring trips booked;
- g. Liaising with you and the Drivers in respect of any lost property queries relating to bookings that have been placed via Blueline Taxis; and
- h. Receiving and dealing with feedback and complaints relating to bookings placed via Blueline Taxis,

(the "**Booking Services**").

3.2 In order to accept a booking request from you, Blueline Taxis may require certain information from you, including:

- a. your name;
- b. your telephone number;
- c. your email address;
- d. yours and any Passengers' pick-up and drop-off locations;
- e. the number of Passengers, pets (see clauses 3.6 and 3.7 below) and quantity of luggage to be carried in order that a suitable vehicle can be arranged and unless you advise otherwise, it will be deemed that you require only a standard saloon car;

- f. in the event of card payment being made for the Driver Services, your debit or credit card information,

and such details will be used by Blueline Taxis in accordance with these Terms and Conditions and its privacy policy which can be found at: www.bluelinetaxis.com.

- 3.3 Blueline Taxis may in its absolute discretion, and without giving reason, refuse or reject any booking request and any such refusals or rejections will not be made in a way that is unlawful with regard to the Equality Act 2010.
- 3.4 Blueline Taxis will not accept bookings from or for Passengers aged under 16 years old travelling without adult supervision, and where Blueline Taxis has accepted such a booking without having been informed by you that a Passenger is under 16 and travelling without adult supervision, the Driver separately has the right to refuse transportation of those Passengers.
- 3.5 Booking requests for the transportation of minors will be considered by Blueline Taxis when parental or guardian consent is given to them in writing, however Blueline Taxis reserves the right to refuse the booking request in its absolute discretion and without giving reason.
- 3.6 In the event that you require a taxi to transport a pet you are required to advise Blueline Taxis at the time of making a booking request in order that Blueline Taxis may arrange for a suitable Driver, if any, to deliver the Driver Services and Blueline Taxis reserves the right to refuse any such booking request in the event that no suitable Driver is available.
- 3.7 In the event that you or any other Passenger travelling under a booking request made by you needs to travel with an assistance dog and you have notified Blueline Taxis about the assistance dog at the time of making a booking request, Blueline Taxis will use all reasonable endeavours to provide a suitable Driver, and where Drivers are available to carry out the Driver Services at the required time, Blueline Taxis will only be unable to provide a Driver in the event that the Driver(s) available are unable to deliver the Driver Services due to medical conditions related to animals and in the event that you do not advise Blueline Taxis at the time of booking that the assistance dog will be travelling, only those Drivers who have an exemption certificate due to medical conditions related to animals are entitled to refuse to carry out the Driver Services upon arrival at the pick-up point.
- 3.8 Blueline Taxis accepts bookings at 31-33 Sycamore Street, Wallsend NE28 6TH and/or at any of its operating centres.
- 3.9 Blueline Taxis will not be liable to you or any other Passengers for any failure, defects or delays in the delivery of the Booking Services or the Driver Services, or any failure or delay in delivering to you or any other Passengers any booking confirmation in the event that:

- a. there has been a failure by you to provide the correct phone number before submitting a booking request;
 - b. your mobile phone does not support the necessary services;
 - c. your message inbox is full;
 - d. you erase the confirmation or other information sent to you by Blueline Taxis; or
 - e. you are uncontactable due to lack of signal or for any other reason whatsoever.
- 3.10 It is your responsibility when making a booking request to ensure that you book a taxi sufficiently in advance of any appointments, events or onward travel connections, such as train or aeroplane transport as Blueline Taxis cannot guarantee that a taxi may arrive at the specified booked time because of traffic, weather and/or any other unforeseeable or external events, and it is your responsibility to take into account traffic, weather and other conditions that may result in any delay to your journey as Blueline Taxis will not be liable to you or any Passengers for any failure to make those appointments, events or onward connections, nor will Blueline Taxis be liable to you or any Passengers in the event that a delay arises before you or any Passenger is collected, and it is your responsibility to have appropriate travel insurance in place.
- 3.11 When a booking request is made for “as soon as possible” or a specified time, Blueline Taxis cannot guarantee that a taxi may arrive at that specified time or within any immediate time period due to traffic, weather conditions and/or other external or unforeseeable events outside of the control of Blueline Taxis and Blueline Taxis will not be liable to you in the event that any such delay arises before you or any Passenger is collected.
- 3.12 In the event that Blueline Taxis is notified by a Driver of a significant delay or inability to carry out the Driver Services in respect of a booking that has been made by you, Blueline Taxis will notify you as soon as possible and, where a new Driver is required, Blueline Taxis will use reasonable endeavours to identify another Driver to carry out the Driver Services, but in the event that there are no available Drivers to carry out the Driver Services at that time, Blueline Taxis will use reasonable endeavours to notify you of the same and will not be liable to you for the missed journey.
- 3.13 Booking Services provided electronically may from time to time be adversely affected by events that are outside of the control of Blueline Taxis, and are subject to the limitations of the enabling technology and networks on which they are reliant, and may be adversely affected by network performance and other operation factors outside of the control of Blueline Taxis, and in such instances Blueline Taxis will not be held liable for any error in, delay in, or failure in transmission of the Booking Services.

- 3.14 In the event that you request a specific type or size of vehicle when making a booking request and a Driver with that vehicle is unavailable, Blueline Taxis reserves the right to arrange a suitable alternative for you, even if the alternative will be at a higher Fare, and this includes (but is not limited to) Blueline Taxis reserving the right to arrange for two saloon cars to be sent to you in place of an 8 seater vehicle.
- 3.15 You are responsible for the cost of any technology or software required by you in order to be able to use any of the Booking Services.
- 3.16 By making a booking request under Clause 3.1(a), clause 9, clause 10 and/or clause 11, you are deemed to have accepted these terms and conditions.

4. OUR RELATIONSHIP WITH THE DRIVERS

- 4.1 Blueline Taxis acts as an agent for the Drivers and does not provide transportation services itself.
- 4.2 Driver Services are provided to you and any Passengers by the Driver and Blueline Taxis acts as agent in communicating the Driver's agreement to provide the Driver Services to you.
- 4.3 Blueline Taxis will supply certain details received in accordance with Clause 3.2 of these Terms and Conditions to the Drivers in order for them to accept bookings and to communicate with you directly in respect of those bookings.
- 4.4 When a booking request is made by you via the Blueline App or the Ride App, Blueline Taxis will supply you via the app used with details of the Driver and the Driver Vehicle that will be carrying out the Driver Services for your booking in advance of the Driver's arrival and when a booking request is made via a call from a mobile phone you will receive a text confirmation with details of the Driver Vehicle and when a booking request is made via a landline phone, you will receive a call back from Blueline Taxis confirming that the vehicle has arrived..
- 4.5 In the event that the text message referred to in clause 4.4 fails, and Blueline Taxis becomes aware of such failure, you will receive either a call from Blueline Taxis confirming that a vehicle is on its way, or the Driver may call you directly via Blueline Taxis' 'driver connect' system, which allows the Driver to attempt to contact you by telephone three times, and which does not provide you or the Driver with one another's number.
- 4.6 Blueline Taxis does not guarantee that the Driver Services will be available at any time, uninterrupted, timely, secure or error free, nor does Blueline Taxis assume any responsibility or liability for any of the Driver Services provided.

5. PAYMENT FOR THE BOOKING SERVICES

- 5.1 The Booking Services and the use of the Website and the Blueline App and Ride App are provided to you by Blueline Taxis free of charge, and any other charges incurred by you through the use of the Blueline App or the Ride App, including but not limited to mobile network charges, are your responsibility only and not the responsibility of Blueline Taxis, and Blueline Taxis will not be liable to you for any such charges.
- 5.2 Blueline Taxis reserve the right to introduce a fee for the provision of the Booking Services, including a fee for the use of the Blueline App and/or the Ride App, and if Blueline Taxis does introduce a fee, you will be informed accordingly and you will be able to choose whether or not to continue to use the Booking Services.
- 5.3 Blueline Taxis, any owners, any providers and/or any hosts of the Blueline App and/or the Riide App may introduce additional charges, such as administration fees or processing charges, for which you may be responsible, and Blueline Taxis will notify you of any such fees as and when they arise.
- 5.4 Any network charges incurred through the use of the Blueline App and/or the Ride App and/or the Website shall be your responsibility.

6. PAYMENT FOR THE DRIVER SERVICES

- 6.1 You are responsible for the payment of the Fare and any Additional Charges.
- 6.2 Except in the case of Account Holder Customers, Student Finance Customers and Access to Work Customers, the Fare and any Additional Charges can be paid:
 - a. in cash to the Driver at the end of the journey;
 - b. by card to the Driver, if the Driver has a card machine available, at the end of the journey;
 - c. by card using the Blueline App or the Riide App, subject to availability as detailed at clause 3.10 and / or as a result of your card provider declining to process a non chip & PIN verified transaction; or
 - d. by any other means notified to you by Blueline Taxis from time to time,and the only payment method that is guaranteed to work and/or be accepted is payment in cash, and Blueline Taxis will not be liable to you or any other Passengers for any declined payments or any delays caused as a result of such declined payments.
- 6.3 Blueline Taxis will facilitate the payment of the Fares and any Additional Charges on behalf of the Drivers when you or any Passenger make payment by card using the Blueline App or Riide App (but for the avoidance of doubt not in the event that you pay the Driver directly via a chip and PIN device in accordance with clause

6.2(c)) and any such payments shall be deemed the same as payment made directly by you or any Passenger to the Driver.

- 6.4 Except in the case of Account Holder Customers, Access to Work Customers and Student Finance Customers, all Fares and Additional Charges are due immediately upon completion of each journey and it is your responsibility to ensure that payment is made as soon as possible upon completion of a journey in the event that there are issues with card payment via the Riide App and/or the Blueline App as detailed at clause 6.2(c).
- 6.5 In order to make payments by card using the Blueline App or the Ride App, you must provide Blueline Taxis with your credit or debit card details, location information and mobile number, and such details will be used by Blueline Taxis in accordance with its privacy policy which can be found at: www.bluelinetaxis.com
- 6.6 When a trip is booked using the Blueline App or the Ride App and card payment is chosen, Blueline Taxis may take a pre-authorisation payment of £1.00 (or such other amount as shall be notified to you from time to time) on your chosen credit or debit card (the "Pre-authorisation Payment"), such amount will not be debited from your account but in the event that full payment is not made by you for the Driver Services:
- a. the Pre-Authorisation Payment will be taken from your account by Blueline Taxis to settle or part-settle the outstanding amount owed by you; and
 - b. Blueline Taxis reserves the right to block or suspend your use of the Booking Services, including your access to the Blueline App and the Ride App until the full amount outstanding from you is paid; and
 - c. Blueline Taxis reserves the right to permanently block you from accessing the Booking Services, which shall include permanently closing down your account on the Blueline App and the Riide App if you regularly fail to make payment for the Driver Services or the amount outstanding is deemed by Blueline Taxis to be significant.
- 6.7 In the event that, after booking, no Driver Services are provided to you, for example if the booking is cancelled in advance by you or by Blueline Taxis, the Pre-authorisation Payment will be released by Blueline Taxis to your account as soon as possible.
- 6.8 Blueline Taxis reserve the right at any time to implement a cancellation fee.
- 6.9 Blueline Taxis reserve the right at any time to implement a call out fee in the event that you and/or any other Passengers do not show up at the allocated time or place for a pick up.

7. FARE ESTIMATES

- 7.1 Blueline Taxis make available estimated fares for the Driver Services (“**Fare Estimation**”) which can be obtained via the fare calculator on the Website, through the Blueline App and the Ride App or by contacting Blueline Taxis by telephone on 0191 262 6666.
- 7.2 Fare Estimation are estimates only based upon the anticipated distance of a journey and do not take into account Additional Charges or other factors such as traffic, waiting times or weather conditions.
- 7.3 Blueline Taxis does not guarantee that any Driver Services shall be provided for the exact amount of the Fare Estimation, and will not be liable to you or any other Passenger in any way for any amount which the Fare exceeds the Fare Estimation.
- 7.4 Blueline Taxis reserves the right at any time to establish, remove or revise any Fare Estimation supplied in accordance with clause 7.1.
- 7.5 A number of factors may result in the Fares applicable being increased from the amount of the Fare Estimation, including but not limited to increased traffic, waiting times, weather conditions and time of day.
- 7.6 Fares are higher at certain times of day during the week and at certain times of day on weekends, which times are subject to change at the discretion of Blueline Taxis, and it is your responsibility to speak directly with Blueline Taxis to establish when such increased Fares apply.

8. YOUR RELATIONSHIP WITH THE DRIVERS

- 8.1 By booking a taxi via the Booking Services, you are agreeing to meet, and/or you are agreeing that any other Passengers will meet, the Driver at the appointed location at the appointed time, to make the booked journey, and you are agreeing to pay the full fare and in the event that Blueline Taxis are notified by the Drivers that you are regularly failing to honour this agreement, or otherwise abusing the Driver Services or the Driver, Blueline Taxis reserves the right to ban you from using the Booking Services.
- 8.2 By booking a taxi via the Booking Services, you accept that you are responsible for the cost of repair, damage or cleaning of a Driver’s vehicle and/or property which result from your actions or inaction (or the actions or inactions of any other Passenger travelling under a booking request made by you) during the provision of the Driver Services where the damage caused is in excess of normal “wear and tear” and the cleaning is necessary, such as in the case of soiling the Driver’s vehicle.
- 8.3 In the event that you are liable under clause 8.2, you are responsible for settling any costs directly with the Driver and Blueline Taxis reserves the right to provide your details to the Driver in order that the Driver can pursue you directly for any unpaid Fair and/or Additional Charges.

- 8.4 In connection with clause 8.3, Blueline Taxis reserve the right to pursue you on behalf of the Driver where Blueline Taxis is requested to do so by the Driver.
- 8.5 By booking a taxi via the Booking Services, you accept that you are responsible for the cost of the journey that is actually taken, and not solely the cost of the journey that is booked in advance, where, for example, the pick-up and drop-off points have changed or additional drop off points are added that differ from the information given when making the booking request.

9. ACCOUNT HOLDERS

- 9.1 All customers who wish to set up an account with Blueline Taxis for the provision of the Booking Services must submit an account application form to Blueline Taxis in the form required by Blueline Taxis (the “**Account Application Form**”).
- 9.2 Blueline Taxis reserves the right to charge a service charge on each journey booked by an Account Holder Customer.
- 9.3 Blueline Taxis uses QuickBooks to invoice Account Holder Customers electronically on behalf of the Drivers and Go Cardless to collect the payment of those invoices from Account Holder Customer and in order to be an Account Holder Customer you are required to agree to the automatic payment collection of the invoice amount by Go Cardless, unless otherwise agreed in writing.
- 9.4 In order to confirm agreement to the automatic payment collection under Clause 9.3 of these Terms and Conditions, the Account Holder Customer is required to sign up to Go Cardless online and submit the Go Cardless direct debit mandate providing their bank account details and authorising automatic payment collection of the invoice amounts by Go Cardless (the “**Direct Debit Mandate**”) and Blueline Taxis will not provide the Account Holder Customer with the Booking Services on account until the Direct Debit Mandate has been submitted.
- 9.5 After every journey taken by them or any other Passenger under their account, the Account Holder Customer will receive a receipt by email from Blueline Taxis via its iCabbi Dispatch System, which advises of the Fare for any journey exclusive of VAT and any service charge (the “**Account Journey Receipt**”) and the Account Holder Customer shall have until the end of the calendar month in which the Account Journey Receipt was received by the Account Holder Customer to raise any queries or issues about the Account Journey Receipt directly with Blueline Taxis, otherwise those Account Journey Receipts shall be deemed as agreed for the purpose of the Monthly Account Invoice (as defined in clause 6.6).
- 9.6 Any queries or issues raised in relation to an Account Journey Receipt after the end of the calendar month in which it was issued shall, if agreed with Blueline Taxis, be dealt with by way of credit on the next Monthly Account Invoice.
- 9.7 On or before the 8th day of any given calendar month (or such other date as may be notified to you by Blueline Taxis or Go Cardless from time to time), Blueline Taxis will issue a breakdown of all journeys taken in the previous calendar month via its

iCabbi Dispatch system and an invoice to Account Holder Customers via QuickBooks which shall contain all Fares detailed on the Account Journey Receipts from the preceding calendar month, or such other amounts as agreed between Blueline Taxis and the Account Holder Customer in the event that a query or issue has been raised in accordance with clause 9.5 of these Terms and Conditions, and in addition the invoice shall include any Call Out Fees, service charges applicable and VAT (the "Monthly Account Invoice"), and payment shall be taken automatically by GoCardless on or as soon as possible after the date of the invoice (the "**Payment Date**").

- 9.8 It is the Account Holder Customer's responsibility to ensure that there are sufficient funds available for payment of each Monthly Account Invoice at the time that the payment is requested.
- 9.9 It is the Account Holder Customer's responsibility to notify Go Cardless directly if their bank details change.
- 9.10 In the event that GoCardless does not receive payment of a Monthly Account Invoice on the Payment Date, Blueline Taxis reserves the right to immediately suspend the account until payment is received from the Account Holder Customer.
- 9.11 Where the Account Holder Customer's account is suspended in accordance with clause 9.10 of these Terms and Conditions, Blueline Taxis will not be obliged to arrange Drivers for the pre-booked journeys from and including the date that the payment of the Monthly Account Invoice has failed, and shall not be liable to the Account Holder Customer for any liability or costs incurred by the Account Holder Customer as a result of those journeys not being carried out.
- 9.12 In the event that an Account Holder Customer fails to make payment of an invoice on the Payment Date, then without limiting Blueline Taxis remedies, the Account Holder Customer shall pay interest on the overdue sum from the Payment Date until payment of the overdue sum, whether before or after judgment and the interest under this Clause 9.11 shall accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 9.13 Blueline Taxis reserves the right to carry out a credit check on Account Holder Customers before agreeing to open an account and may refuse to set up an account where the credit check results are unsatisfactory.
- 9.14 If upon receipt of the Account Application Form and the Direct Debit Mandate, Blueline Taxis agrees to open an account, Blueline Taxis shall issue the Account Holder Customer with a username and password that must be quoted when making a booking request, and Blueline Taxis is entitled to assume that any person who correctly quotes the username and password has authority to make a booking on behalf of the Account Holder Customer.
- 9.15 It is the Account Holder Customer's sole responsibility to keep the username and password confidential and Blueline Taxis shall not be liable for any Fare nor any

Additional Charges that relate to a booking request made by a person who was not authorised by the Account Holder Customer where that person has correctly quoted the username and password.

- 9.16 In the event that the Account Holder Customer requests (and Blueline Taxis agrees) that special payment arrangements are made for their Passenger(s), whereby full or part payment of the Fare and any Additional Charges is made by the Passenger and any outstanding amount is payable by the Account Holder Customer, the Account Holder Customer remains liable for the full Fare and any Additional Charges in the event that the Passenger fails to make their applicable payment.
- 9.17 In the event that an Account Holder Customer, or anyone else acting on behalf of the Account Holder Customer, makes a booking request and then fails to show up, or any other Passenger fails to show up, at the pick-up point at the allocated time, a Call Out Fee will be incurred by the Account Holder Customer (which for the avoidance of any doubt forms part of the Fare), and the Call Out Fee shall be included on the Monthly Account Invoice.
- 9.18 In the event that an Account Holder Customer has made a booking request with Blueline Taxis for a specific journey, and the Passenger's instructions to the Driver vary from those given by the Account Holder Customer, the Account Holder Customer shall be liable for the cost of the actual journey taken under the instruction of the Passenger and not solely for the cost of the journey that was set out in the booking request.
- 9.19 To cancel the account services, the Account Holder Customer must contact Blueline Taxi's accounts department either by email at accounts@blueline-group.com or by writing to the following address:

Accounts Department
Blueline Taxis
31-35 Sycamore Street
Wallsend
NE28 6TH

10. ACCESS TO WORK

- 10.1 This Clause 10 applies to those Customers who travel under an award from Access to Work ("**Access to Work Customers**").
- 10.2 Each Access to Work Customer is only permitted a certain number of allocated journeys under Access to Work (the "**Access to Work Allocation**") and such journeys must be to and from the specific drop-off and pick-up locations notified to Blueline Taxis by Access to Work.
- 10.3 As an Access to Work Customer, you are responsible for providing to Access to Work the correct addresses and any changes of address relating to the pick-up and

drop-off locations for journeys within your Access to Work Allocation and, for the avoidance of doubt, you are not permitted to amend the pick-up and drop-off locations other than by confirming the changes with Access to Work who will thereafter confirm the changes to Blueline Taxis.

- 10.4 Access to Work Customers are liable to pay for any Fares incurred in relation to booking requests made above their Access to Work Allocation at the end of any such journey using the payment methods set out at Clause 6 of these Terms and Conditions.
- 10.5 As an Access to Work Customer, you may be required to pay part of the total fare to the Driver at the end of each journey within your Access to Work Allocation and such amount (if any) will be notified to you by Access to Work.
- 10.6 Access to Work Customers will be invoiced monthly for the Trips taken within their Access to Work Allocation (the “**Access to Work Invoice**”) and all Access to Work Invoices must be paid within 10 days of them being issued.
- 10.7 Upon receipt of the Access to Work Invoice, it is your responsibility as an Access to Work Customer to comply with all Access to Work requirements and to forward the Access to Work Invoice and any other information or documentation required by Access to Work to Access to Work in good time to enable them to make payment of the invoice in accordance with the payment terms and timescales, and for the avoidance of any doubt, Blueline Taxis does not send any invoices directly to Access to Work.
- 10.8 Failure to pay the Access to Work Invoice in accordance with the timescale set out in Clause 10.6 of these Terms and Conditions (regardless of whether it is due to the default of the Access to Work Customer or Access to Work) will result in the Access to Work Customer’s Account being suspended until the invoice has been paid.
- 10.9 In the event that Access to Work has not paid an Access to Work Invoice within 10 days of the Access to Work Invoice being issued, the Access to Work Customer is liable to pay the amount outstanding to Blueline Taxis.
- 10.10 The Access to Work Allocation is available from the start date specified in the award given to the Access to Work Customer by Access to Work until the end date specified in that award, unless Blueline Taxis is otherwise notified by Access to Work.

11. STUDENT FINANCE

- 11.1 This Clause 11 applies to those customers who travel under an award from Student Finance (“**Student Finance Customers**”).
- 11.2 Each Student Finance Customer is only permitted a certain number of allocated journeys under Student Finance (the “**Student Finance Allocation**”) and such journeys must be to and from the specific drop-off and pick-up locations notified to Blueline Taxis by Student Finance.

- 11.3 As a Student Finance Customer, you are responsible for providing to Student Finance the correct addresses and any changes of address relating to the pick-up and drop-off locations for journeys within your Student Finance Allocation and, for the avoidance of doubt, you are not permitted to amend the pick-up and drop-off locations other than by confirming the changes with Student Finance who will thereafter confirm the changes to Blueline Taxis.
- 11.4 Student Finance Customers are liable to pay for any Fares incurred in relation to booking requests made above their Student Finance Allocation at the end of any such journey using the payment methods set out at Clause 6 of these Terms and Conditions.
- 11.5 As a Student Finance Customer, you may be required by Student Finance to pay part of the total fare to the Driver at the end of each journey within your Student Finance Allocation and such amount (if any) will be notified to you by Student Finance.
- 11.6 Student Finance Customers will be invoiced monthly for the Trips taken within their Student Finance Allocation (the “**Student Finance Invoice**”) and all Student Finance Invoices must be paid within 10 days of them being issued.
- 11.7 Upon receipt of the Student Finance Invoice, it is your responsibility as Student Finance Customer to comply with all Student Finance requirements and to forward the Student Finance Invoice and any other information or documentation required by Student Finance on to Student Finance in good time to enable them to make payment of the invoice in accordance with the payment terms and timescales, and for the avoidance of any doubt, Blueline Taxis does not send any invoices directly to Student Finance.
- 11.8 Failure to pay the Student Finance Invoice in accordance with the timescale set out in Clause 11.6 of these Terms and Conditions (regardless of whether it is due to the default of the Student Finance Customer or Student Finance) will result in the Student Finance Customer’s Account being suspended until the invoice has been paid.
- 11.9 In the event that Student Finance has not paid a Student Finance Invoice within 10 days of the Student Finance Invoice being issued, the Student Finance Customer is liable to pay the amount outstanding to Blueline Taxis.
- 11.10 The Student Finance Allocation is available from the start date specified in the award given to the Student Finance Customer by Student Finance until the end date specified in that award, unless Blueline Taxis is otherwise notified by Student Finance.

12 YOUR OBLIGATIONS

In addition to any obligations set out elsewhere in these Terms and Conditions, you are required:

- a. to use the Blueline App, the Ride App and the Website without wilfully causing any damage, interruption to services or congestion;
- b. not to attempt to circumvent access to, or amend the software used by, Blueline Taxis for the provision of the Booking Services;
- c. keep any user account that you make for Blueline Taxis private, keep your username and password safe; and
- d. prevent the disclosure of your account details to any third parties and in the event that those details are disclosed to a third party or otherwise lost, to inform Blueline Taxis immediately.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 Blueline Taxis may only be responsible to you or any Passenger for foreseeable loss and damage caused if it fails to comply with these Terms and Conditions or fails to use reasonable care and skill in the provision of the Booking Services to the standard expected within the industry.
- 13.2 Blueline Taxis is not responsible for any loss or damage that is not foreseeable and, for the avoidance of doubt, loss or damage is foreseeable if either it is obvious that it will happen, or if at the time that a booking was accepted, both Blueline Taxis and you knew it might happen, for example if you discussed it with Blueline Taxis at the time of making the booking request.
- 13.3 Blueline Taxis does not exclude or limit in any way its liability to you or any Passenger where it would be unlawful to do so, including liability for:
 - a. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
 - b. fraud or fraudulent misrepresentation.
- 13.4 Blueline Taxis is not liable to you or any Passenger for any loss or damage caused to you or any Passenger as a result of any negligence or breach made by the Drivers or any other third party, or for any other liability that is outside of the control of Blueline Taxis, including any liability incurred in connection with the Driver Services or whilst the Driver Services are being undertaken, nor for any liability that has been specifically excluded under these Terms and Conditions.
- 13.5 In the event that Blueline Taxis is liable to you or any Passenger under these Terms and Conditions, the extent of that liability shall not exceed £100.

14. OUR RELATIONSHIP WITH THIRD PARTIES

- 14.1 Separate terms and conditions of use for the Blueline App and the Ride App are made available on the apps themselves and on the Riide website (<https://riide.co/termsandconditions/>) and it is your responsibility to read those terms

and conditions and to ensure that you comply with those terms and conditions, and Blueline Taxis will not be liable for any loss or damaged suffered by you as a result of your use of the Blueline App and/or the Riide App.

14.2 The Blueline App and the Ride App are or may be made available or accessed in connection with third party products, services and content that Blueline Taxis does not control and you acknowledge that different terms of use and privacy policies may apply to your use of these third party services and content, and that Blueline Taxis shall not be liable for any such products, services or content.

14.3 Blueline Taxis is not responsible for any third party content, products, services or resources that it advertises, through which it advertises or with which it has any links, and any such relationship with third parties should not be interpreted as approval by Blueline Taxis of those third parties or their content, products, services or resources and you must satisfy yourself in respect of those third parties.

15. OUR RIGHT TO MAKE CHANGES TO THE BOOKING SERVICES

Blueline Taxis reserves the right to change or discontinue any part of the Booking Services at any time (including fees or charges for using the Booking Services) and Blueline Taxis will use its reasonable endeavours to give reasonable notice of any such changes as soon as reasonably practicable, and such notice may be given on the Website or you may be informed directly by Blueline Taxis.

16. GOVERNING LAW

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

17. JURISDICTION

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions or their subject matter or formation.

18. OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS

18.1 Blueline Taxis may amend these Terms and Conditions from time to time and notice of any changes to these Terms & Conditions will be made available on the Website and shall take effect as soon as they are made available on the Website.

18.2 Blueline Taxis shall, where possible, use reasonable endeavours to notify you by email of any changes to these Terms & Conditions, providing that an email has been provided by you to Blueline Taxis.

18.3 These terms were implemented on 31st January 2020 and apply from that date.