

ADDVEE WEBSITE - TERMS AND CONDITIONS OF USE

Your attention is particularly drawn to the provisions of clause 10 (Our responsibility to you).

1. About us

- 1.1 **Company details.** Eventech Limited (company number 03229417) (**we** and **us**) is a company registered in England and Wales and our registered office is at The Point, 37 North Wharf Road London W2 1AF. Our VAT number is GB 844 1895 04 and we operate this Website.
- 1.2 **Contacting us.** To contact us, telephone our customer service team at 020 7387 8888 or email us at hello@addisonlee.com.

2. Use of our Website

- 2.1 By using our Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.
- 2.2 These terms of use refer to the following additional terms, which also apply to your use of our Website:
- (a) Our Privacy Policy as set out at <https://www.addisonlee.com/privacy-notice/>. See further under: How we may use your personal information;
 - (b) Our Cookie Policy as set out at <https://www.addisonlee.com/cookie-policy/>, which sets out information about the cookies on our Website; and
 - (c) Our Fair Usage Policy, which is available from Addison Lee on request by emailing privacy@addisonlee.com, which sets out the terms on which you may use the features of our website.
- 2.3 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 2.4 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 2.5 We may prevent or suspend your access to the Website if you do not comply with these Terms or any applicable law.

3. Responsibility for viruses and you must not introduce them

- 3.1 We do not guarantee that our Website will be secure or free from bugs or viruses and we exclude all liability for any damage, loss, fees, costs or expenses arising in connection with your use of our Website. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
- 3.2 As a condition of your use of the Website, you agree not to:

- (a) misuse or attack our Website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
- (b) attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

4. Accuracy of information and availability of our Website

- 4.1 We may update and change our Website from time to time to reflect changes to our services, our customers' needs and our business priorities.
- 4.2 We try to make sure that the Website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.
- 4.3 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.4 We make no promise that the Website is appropriate or available for use in locations outside of the UK. If you choose to access the Website from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

5. Vehicle Hire

- 5.1 Please note by clicking the "I accept" button when submitting your Enquiry you confirm that you have read these Terms and agree to be bound by its terms (as if you had signed a paper copy).
- 5.2 Please follow the onscreen prompts on the Website to submit an Enquiry for the hire of a Vehicle. An Enquiry is a request submitted by you to hire a Vehicle subject to further agreement of a written contract (**Hire Agreement**). For the avoidance of doubt, completing and submitting a request form does not create a binding contract or any obligation on us to enter into an agreement with you. Further checks will be carried out and will be subject to further eligibility checks and tests. After you submit your Enquiry, you will receive an email from us acknowledging that we have received it.
- 5.3 Your rental of a Vehicle shall be subject to both the Hire Agreement and these Terms together constituting a legally binding agreement between you and us. They apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 5.4 The Enquiry form on our Website allows you to check and amend any errors before submitting. Please check your Enquiry carefully before confirming it. You are responsible for ensuring that your Enquiry and any other information submitted by you to us is complete and accurate.
- 5.5 If we are unable to provide the rental of a Vehicle for any reason, we will inform you of this by email and we will not proceed with any proposed Vehicle rental.

6. Charges and Payment

- 6.1 All Charges stated on the Website are exclusive of VAT. Where VAT is payable in respect of the Vehicle you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay

the Charges. Further details of all Charges and how they should be paid will be covered in the Hire Agreement.

- 6.2 It is always possible that, despite our reasonable efforts, some of the Vehicles on our Website may be incorrectly priced. If the correct price for the Vehicle is higher than the price stated on our Website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to hire the Vehicle at the correct price or will cancel your request. We will not process your request until we have your instructions. If we are unable to contact you using the contact details you provided when making your enquiry, we will treat the enquiry as cancelled and notify you in writing.

7. Your obligations

7.1 It is your responsibility to ensure that:

- (a) the terms and details submitted within your Enquiry are complete and accurate;
- (b) you comply, at all times, with these Terms;
- (c) you cooperate with us in all matters relating to your Enquiry and the Vehicle;
- (d) you provide us with such information and materials we may reasonably require in order to process your Enquiry, proceed to agreeing a Hire Agreement and provide the Vehicle, and ensure that such information is complete and accurate;
- (e) you obtain and maintain all necessary licences, insurance, permissions and consents which may be required to operate the Vehicle before the date on which the hire of the Vehicle is to start; and
- (f) you comply with all applicable laws.

7.2 If our ability to provide the Vehicle is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (**Your Default**):

- (a) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to provide the Vehicle or perform any other obligation under these Terms; and
- (b) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

8. Ownership, use and intellectual property rights

8.1 The intellectual property rights in the Website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Website (**Content**) are owned by us and our licensors.

8.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

8.3 Nothing in these Terms grants you any legal rights in the Website or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices

contained on the Website or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Website or the Content.

9. Confidentiality

- 9.1 While we try to make sure that the Website is secure, we do not actively monitor or check whether information supplied to us through the Website is confidential, commercially sensitive or valuable.
- 9.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Website will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

10. Our responsibility to you.

- 10.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- 10.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, our Website; or
 - (b) use of or reliance on any content displayed on our Website.
- 10.3 In particular, we will not be liable for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage.

- 10.4 We are not responsible for websites we link to. Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

11. General

- 11.1 **Events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control.
- 11.2 **Entire agreement.** These Terms are the entire agreement between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms. In the event of a conflict between these Terms and the Hire Agreement, the terms of the Hire Agreement shall take precedence.

- 11.3 **Third party rights.** Other than Addison Lee Limited or any Group Companies, which shall be entitled to do so, no one other than us or you has any right to enforce any of these Terms.
- 11.4 **Variation.** We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- 11.5 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 11.6 **Governing law and jurisdiction.** These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.

12. Definitions

12.1 The terms defined below apply in these Terms:

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| “Addison Lee” | means Addison Lee Limited or Project Tristar Limited or any other Group Company who may hold an operator’s license from time to time. |
| “Enquiry” | means a request placed by you via the Website for the hire of a Vehicle. |
| “Group Company” | means Eventech Limited, Addison Lee, their subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time. |
| “Hire Agreement” | means the agreement entered into between you and us for the hire of a Vehicle as requested by you via the Website. |
| “Our Materials” | has the meaning given to it at clause Error! Reference source not found.. |
| “Vehicle” | means the vehicle(s) as described on our Website in the Hire Agreement. |
| “Website” | means <www.addvee.co.uk> the website owned and operated by us for the provision of Vehicle rental |
| “Your Default” | has the meaning given to it at clause 7.2. |