

# Terms and Conditions

## 1. Contractual terms and conditions

1.1 This completed form, sent to griingo Ltd ('griingo') is an offer by the person or company first named (the 'Customer') on the front side of this application form (or the online version of it, as the case may be) (the 'Application Form') to enter into a contract with griingo for the provision of its services on an account basis. A contract will be concluded only upon issue by griingo to the Customer of written confirmation that the application has been accepted.

1.2 griingo reserves the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract.

1.3 A contract shall only be concluded on the terms and conditions contained on the front and rear of this form. The contract shall be personal to both parties and absolutely non-assignable.

1.4 The Customer shall notify griingo of any change in the particulars shown overleaf. Alterations take effect on the date shown in a confirmation notice issued by griingo to the Customer.

## 2. Bookings

2.1 No bookings will be accepted by griingo unless the Customer's PIN (Personal Identification Number) is quoted, griingo is entitled to assume that any person who correctly quotes the Customer's name and PIN has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it.

2.2 griingo may in its absolute discretion without liability and without giving reasons refuse to accept any booking,

2.3 All accepted bookings are confirmed at the time of the booking. The Customer is liable for all charges incurred from the time when the vehicle is assigned to the booking until completion of the assignment or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer is also liable for the cancellation charges detailed in the price list then applicable (the 'Price List') and a copy of which is available on request from griingo. The liability of griingo in the event of cancellation by it is set out at 4.4,

## 3. Charges

Charges will be made on the basis of the Price List. The rate of each charge shall be fixed and revised by griingo from time to time entirely at its discretion. Upon any change in charges the Customer will be sent a copy of the revised Price List indicating the date on which the new charges take effect. Items and bases of charging include;

3.1 A minimum fixed charge for every hiring,

3.2 A charge for waiting time over a set threshold.

3.3 An administration charge for each account,

3.4 VAT as appropriate.

These and other charges are set out in the Price List.

## 4. Extent of griingo liability

4.1 Any quoted pick up or journey times are best estimates only and whilst it uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time, griingo shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Customer's or the passenger(s)' expectations for whatever reason nor shall griingo have any other liability to the Customer or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.

4.2 griingo shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of griingo.

4.3 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance, griingo cannot entertain any claim for loss of or damage to any such items,

4.4 If griingo cancels a booking it shall have no liability to the Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation. In such an event, griingo may, with the customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf.

4.5 Any claim or complaint shall be notified by the Customer to griingo within one month of the date of the relevant booking or, if later, the first date on which the Customer became aware of (or should have become aware of) the matter.

## 5. Payment

5.1 Invoices are issued fortnightly to the address and relevant person indicated on the Application Form or more frequently if the Customer's credit limit is exceeded, each invoice only covers bookings up to the date stated on it.

5.2 Settlement in full is due 14 days from the invoice date,

5.3 griingo reserves the right to charge interest on unpaid accounts at the base rate of Lloyds TSB Bank Plc plus 4% accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement,

5.4 The Customer shall pay to griingo any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue payment and the minimum charge in this respect shall be £10.

5.5 Queries must be notified in writing to griingo within 10 days of receipt of the invoice after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error,

## 6. Termination of Account

6.1 The account is terminable by either party in writing on seven days' notice at any time without any reason being given and may also with immediate effect be terminated by griingo without notice at any time if any amount is due and unpaid by the Customer,

6.2 Upon termination of the account for whatever reasons all sums payable to or chargeable by griingo, or otherwise appearing on the Customer's account, shall become immediately due and payable in full if not already due and payable,

## 7. Alteration to these Terms & Conditions

griingo reserves the right to alter or vary these terms and conditions in any respect at its absolute discretion upon notifying the Customer of the relevant alterations and of the date upon which such alterations take effect,

8. **Applicable Law** The laws of England and Wales apply.

Registered Office: Suite 5, Ealing house, 33 Hanger Lane, W5 3HJ

Registered Number: 5862876

Vat Number: 879 676930

