



Terms and Conditions

Incorporating

Terms of Use and Terms of Sale

Terms of Use

(1) Introduction

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

If you register with our website we will ask you to expressly agree to these terms of use.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms of use you warrant and represent that you are at least 18 years of age.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution



(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

(4) Services

Prices quoted on our website may be stated incorrectly; if this occurs we will endeavour to honour the price. If we are unable to do this then we will offer a refund accordingly. The purchase of services via our website will be subject to our terms of sale. We will ask you to agree to our terms of sale each time you purchase a service or services via our website.

(5) Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

We reserve the right to cancel a service if, upon review, the data provided has given a misrepresentation of the service that is to be completed resulting in an inaccurate price being provided. We will notify you of this before the service is due to take place and will advise you of the updated cost.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).



(6) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by these terms of use.

The limitations and exclusions of liability set out in this section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

(7) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use.

(8) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to the website;
- (c) permanently prohibit you from accessing the website;
- (d) block computers using your IP address from accessing the website;
- (e) contact your internet services provider and request that they block your access to the website;
- (f) bring court proceedings against you for breach of contract or otherwise; and/or
- (g) suspend and/or delete your account with the website.

(9) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version. We will be happy to send you a copy of the most recent terms and conditions upon successful completion of purchasing a service.



(10) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(11) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(12) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(13) Entire agreement

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(14) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

(15) Registrations and authorisations

We are certified as a private hire vehicle operator by the Public carriage office. Our UK Operator Licence Number is 00087/02/03. Our UK VAT number is 752 0126 69

(16) Our details

The full name of our company is Driven Worldwide Ltd.
We are registered in England under registration number 3931675
Our address is 35b Tranquil Vale, Blackheath, SE3 0BU
You can contact us by sending an email to sales@drivenworldwide.com



Terms of Sale

(17) Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for services from our website.

(18) Interpretation

In these terms of sale, "we" means Driven Worldwide Ltd. (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for services (and "your" will be construed accordingly).

(19) Order process

The ordering of services on our website constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase services from us, you will need to take the following steps:

- a) To begin, you must enter the details for the pick up and drop off points and then choose a suitable vehicle based on your requirements.
- b) If you are an existing customer, you must then enter your login details to access your existing account.
- c) If you are a new customer, follow the directions on screen and your account will be set up for you.
- d) You will then be asked to enter in your passenger details and specify. You will be given a chance to add in extra services in a moment.
- e) You will be transferred to the Summary page. From this page you can add, cancel or change services and then confirm and make payment.
- f) Before you place your order, you may view the summary page to identify whether you have made any input errors. You may correct those input errors before placing your order by clicking the edit button to make amendments or by cancelling the order all together.
- g) Payment will be made by Credit Card or Debit Card. The payment system we use to process payments is Adflex.
- h) We will then send you a confirmation email with all of the details of your booking(s) and payment.



We will email a copy of these terms of sale specifically in relation to your order. In addition to this, we may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible.

The only language in which we provide these terms of sale is English.

(20) Price and payment

Prices for services are quoted on our website. The website contains a large database of specific services and their associated prices and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a service's correct price will be stated when you pay for the service.

Payment must be made upon the submission of your order. We may withhold the services and/or cancel the contract between us if the value of the transaction is not received from you in full before the date the service is due to commence.

The prices on the website include all value added taxes (where applicable).

Payment for all services must be made by credit or debit card.

Prices for services are liable to change at any time, but changes will not affect contracts which have come into force.

(21) Meeting Your Chauffeur

Included in the price is 15 minutes of waiting time or 45 minutes for airport pick-ups. If there is a delay in meeting the Chauffeur you will be liable for additional charges which have been set out below in cumulative increments of 15 minutes outside of this allowance

Pickups		Airport Pickups	
0-14 Minutes	Inclusive	0-45 Minutes	Inclusive
15-29 Minutes	£8.50	46-59 Minutes	£8.50
30-44 Minutes	£17.50	60-74 Minutes	£17.50
45-59 Minutes	£26.00	75-89 Minutes	£26.00

If no contact has been made within the waiting time allowance (15 or 45 minutes accordingly) of the arranged pick up time, we reserve the right to terminate the service for the full amount.

If you cannot locate your Chauffeur please contact the Driven Worldwide office on the number shown on your reservation, our agents will try and help you locate your Chauffeur. If you seek an alternative method of transport without first contacting Driven Worldwide to try and resolve the situation, you will be charged the full charge based on the service booked.



(22) Your warranties

You warrant to us that:

- (a) You are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) The information provided in your order is accurate and complete; and
- (c) Your passenger will be at the designated pick-up location as requested in a timely fashion.

(23) Consumers: statutory rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

(24) Business customers: limitation of warranties

This section applies only to business customers, not consumers.

We warrant to business customers that the services purchased from our website will conform in all respects to any applicable specification of such services published on our website / issued by us.

These terms of sale set out the full extent of our obligations and liabilities in respect of the services supplied to business customers hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of section 32, all conditions or other terms concerning the services which might otherwise be implied into a contract with a business customer under these terms of sale are expressly excluded.

(25) Your rights of cancellation

Our policy is to avoid charging our clients cancellation fees where we can; there will be some occasions where either we or our affiliate has incurred costs in the provision of a service that is cancelled or not used. If we receive notification for the cancellation of service before 4 hours prior to pick-up, we will charge a change fee of £10 (unless you have purchased flexi-booking) and refund the rest of the charges. Any cancellations that are received later than 4 hours prior to pick-up will incur the full cost of the transfer.

In order to cancel a contract on this basis, you must cancel via the website. We will usually refund any money received from you using the same method originally used to pay for the service. We will process the refund due to you as soon as possible and, in any event; within 30 days of the day we received your valid notice of cancellation.



(26) Force majeure

In this section and section 27 below, "force majeure event" means:

- (a) Any event which is beyond our reasonable control;
- (b) The unavailability of vehicles/individuals capable of rendering a service; and/or
- (c) Power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks, or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

(27) Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or

Fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this section and elsewhere in the terms of sale: (a) are subject to the preceding paragraph; (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event. We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

If you are a business customer we will not be liable to you in respect of any special, indirect or consequential loss or damage. We will not be liable to you in respect of any loss or corruption of any data, database or software. Our aggregate liability to you under the terms of sale will not exceed the greater of: a) £500; and b) the total amount paid or (if greater) payable by you to us under the terms of sale.



(28) Business customers: indemnity

If you are a business customer, you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(29) Contract cancellation

We may cancel a contract to supply services made under these terms of sale immediately by written notice to you if you fail to pay, on time and in full, any amount due to us under the contract, or commit any material breach of your obligations to us under the contract.

If the situation arises that we cannot fulfil a requirement or need to offer alternatives, we will contact you to advise you of the situation and take appropriate action to rectify the circumstance.

(30) Consequences of cancellation

Upon the cancellation of a contract in accordance with section 29:

- (a) we will cease to have any obligation to deliver services which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for services which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the services)

(31) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in services, and do not govern the provision of any services by us or any third party in relation to the services.



(32) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy; use of our website will be subject to our website terms of use.

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of section 27: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of services from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of services from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of services from our website.

These terms of sale will be governed by and construed in accordance with English law and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(33) About us

Our full name is Driven Worldwide Ltd.

Our registered office and principal trading address is Driven Worldwide Ltd. 35b Tranquil Vale, Blackheath, London, SE3 0BU.

Our UK company registration number is GB 3931675

Our email address is sales@drivenworldwide.com

Our UK VAT number is 752 0126 69