

## GENERAL TERMS & CONDITIONS:

The service provided by the Company involves searching for an available taxi on behalf of the Customer in a given sector in accordance with instructions given by the Customer.

The taxi service requested by the Customer is provided by the taxi driver on his/her own behalf and under his/her own responsibility.

In order to access the taxi request service, the Customer is required to create an account using the medium it uses to make its booking (telephone, internet site or Smartphone applications). The account is created at the time of the first request.

For requests made by telephone, the Customer is only required to provide an address and telephone number in order to create an account.

Service access procedures may be changed by the Company, which will inform the Customer as soon as possible by way of a publication on the site <http://www.viptaxis.ie>

### 2.1 : Account creation

When creating the account, the Customer will provide his/her family name, first name, telephone number and the desired pickup address. The Customer must provide an e-mail address and chose a confidential password.

The login and password are confidential and must not be provided by the Customer to any third party. The Customer is responsible for protecting confidentiality and shall be responsible for any use of this information

The Customer may subsequently change the original pickup address on its [viptaxis.ie](http://www.viptaxis.ie) personal space.

Bank card payment methods are described in article 7-2 of these General Conditions.

The Customer guarantees the truth and accuracy of information provided to the Company.

The Customer is required to identify itself in order to access the service using its login and password. Any request made using the Customer's account shall be deemed made by the latter. The corresponding price shall therefore be debited from its bank account in accordance with the tariffs set down in article 4.

### 2.2 : Acceptance of the General Conditions

A Customer is required to accept these General Conditions before it can request a taxi.

The General Conditions are available on Smartphone applications and on the internet site [www.viptaxis.ie](http://www.viptaxis.ie). They are also available on request by sending a letter to the Company's registered office: The Barley House, Cork St, Dublin.

For the purpose of creating its account, the Customer is required to accept these General Conditions after reading and to validate this acceptance using the Smartphone applications or on the internet site: Menu: "General Conditions: I accept the General Conditions" (Opt in).

The account is thus validated and the Customer may access the taxi request service.

The Customer acknowledges that it has informed itself of these General Conditions when creating its account and has unconditionally accepted them before making any request.

### 3.1 : Immediate pick up

The Customer specifies that the request is for an immediate pickup and informs the Company of any special requirements. The Company will then immediately verify the number of taxis available in both the requested and neighbouring sectors. If a taxi is available, the Company informs the Customer of the estimated arrival time, depending on taxi availability. On the basis of this information, the Customer may, if it wishes, either confirm or cancel the request. In the case of confirmation the Company will then search for a taxi and immediately send an electronic acknowledgement of receipt to the Customer.

If the request is made by telephone and if the Customer is put on hold to await confirmation and hangs up for any reason whatsoever before confirmation, the request will be automatically cancelled.

Otherwise, oral confirmation is given to the Customer together with an estimated arrival time.

### 3.2 : Advance bookings

The Company will accept a Customer request for an advance booking, known as a "reservation", a maximum of fourteen days and a minimum of one hour before the requested arrival time. This is not a reservation for a specific taxi but a request to be processed by the Company between 15 and 45 minutes before the scheduled arrival time at the pickup point, including the special requirements concerning the taxi requested and expected traffic conditions. The Company reserves the right to refuse advance bookings on certain days, at certain times or for certain geographical sectors depending on the number of bookings already recorded and/or estimated taxi

availability.

If problems are encountered in finding a taxi, more particularly because of bad traffic conditions or events which disrupt either taxi mobility or availability, the Company reserves the right to contact the Customer ten minutes before the expected arrival time in order to inform the latter of progress made in its search.

The Company shall at this time ask the Customer whether it wishes to confirm its taxi request or cancel it in order to make other arrangements.

If the Customer decides to cancel the taxi request, the Company shall reimburse any costs incurred for the reservation, as described in article 4, which have already been paid by the Customer.

### 3.3 : Booking procedure

#### Advance bookings

For each advance booking, the Customer shall provide details of its request, the day, time, address and specific requirements relating to the request, together with the passenger's name. The Customer will be allocated a booking number which it must keep and provide to the Company's call centre in the case of any change to or cancellation of the request.

If the taxi has not arrived 5 minutes after the agreed time, the Customer must immediately call the Company's call centre on 01 478 3333 which shall provide it with any useful information concerning the arrival of the taxi or progress in searching for a taxi.

#### Request for an immediate pickup

In the case of an immediate pickup request made electronically, the Company shall give an estimated time of arrival to the Customer, depending on taxi availability. The Customer may, on the basis of this information, either confirm or cancel the request. [In the case of confirmation], the Company shall then search for a taxi and immediately send an electronic acknowledgement of receipt to the Customer.

### 3.4 : Cancellation of a booking

In the case of an advance booking, the Customer may cancel the booking free of charge up to 1 hour before the agreed time of arrival. Otherwise, the amount shown on the meter for the journey made by the taxi until the time of cancellation shall be paid to the driver on the basis of applicable tariffs. Any costs incurred for the advance booking as set down in article 4 shall also be due.

In the case of a request for an immediate pickup, if the Customer cancels the request more than 4 minutes after confirming it, the amount shown on the meter for the journey made by the taxi until the time of cancellation shall be paid to the driver on the basis of applicable tariffs.

### 3.5 : Picking up the passenger

The Customer must enter the taxi as soon as it arrives at the address given for the immediate pickup, or at the agreed time in the case of an advance booking.

The amount shown on the meter must be paid to the driver, together with any additional charges (booking fee €2, 2nd passenger...) on the basis of applicable tariffs.

If the passenger fails to arrive, the taxi driver is authorised to leave five minutes after the agreed time without prior warning. The driver will record this and the amount shown on the meter will be charged. If the Customer fails to arrive at the agreed time, the amount shown on the meter together with any reservation costs will apply.

If the Particular application is used to make a request with payment by debit from a previously registered bank card, the costs will be debited using this bank card.

If it is impossible to pay the taxi driver directly, the Company will send an invoice on behalf of the taxi driver, which the Customer undertakes to pay to the Company immediately on receipt.

### 3.6: Specific vehicle

if the Customer requests a specific vehicle, the Company shall make its best endeavours to find a taxi which corresponds to these specific requirements. If no such vehicle is available, the Company reserves the right to send another type of taxi, including, as need be, to send 2 vehicles instead of one depending on the volume of luggage and the number of passengers to be transported. In this case, the Customer shall pay the price for each driver.

The taxi request service is free of charge. The Company reserves the right to change the timeslots set forth above at any time and without notice. The new timeslots shall be published on the Company's Internet site.

### 4.1 : Telephone requests

The reservation price for the above mentioned specific time slots amount to € 2, payable by bank card at the time of the telephone call or pay to the driver.

The Company shall, at the Customer's request, send an invoice to the latter for the corresponding services..

**4.2 :** The Company shall have no liability in the event that a taxi is not found for reasons of unavailability, even in the case of a "reservation" as set down in article 3.2.

The Company shall have no liability for any event of force majeure or for any third party action or, more generally, in the following cases which may prevent the performance of the contract under usual and expected conditions: break down or problems with the IT and/or telecommunications systems which prevent access to on-line systems, strikes, demonstrations, bad weather, traffic accidents causing traffic congestion, traffic jams of an unusual size.

The taxi driver shall have exclusive liability for the performance of the transport service. The Company shall have no liability in the event that the taxi driver accepting the pickup is responsible for any late arrival, non-performance or defective performance of the contract.

Estimated journey times provided by the Company to the Customer at the latter's request are based on usual journey times and the Company shall not under any circumstances have any liability in this respect. For significant journeys and/or journeys to railway stations or airports, the Customer is expected to allow sufficient time to take account of any traffic or other problems. The Company recommends that an additional 30 minutes be allowed for journeys to railways stations and 45 minutes for journeys to airports under usual traffic conditions and shall have no liability for the consequences of traffic conditions.

The Company offers a special service to arrange contact between the Customer and the Company's partners for taxi journeys outside of the Dublin city, whether in Ireland or abroad.

In this case, the Company acts as a simple intermediary and arranges the Customer's contact with taxi reservation centres which shall process taxi requests under their own responsibility and in accordance with their own general conditions.

The Company shall have no liability for any loss or damage whatsoever as the taxi requests are made with and under the responsibility of the local taxi reservation centres.

The Company shall not be held liable for any failure to put the Customer in contact with a taxi reservation centre in the event of problems beyond its control, in particular IT and/or telephone problems, strikes, demonstrations, bad weather, traffic jams of an unusual size or if the taxi reservation centre is not available.

#### 7.1 Payment

On-line services are paid for through secure electronic bank card payment system.

The transaction is carried out by the Customer in accordance with bank security requirements. The use of an encryption system prevents interception by a third party of the bank account details (bank card number and expiry date) provided by the Customer. When providing its bank account details, the Customer unconditionally accepts in advance that the Company is authorised to carry out the secured transaction. The Customer therefore gives prior authorisation to its bank to debit sums shown on records or statements provided by the Company from its account, even if there are no invoices signed by the card holder.

By providing information concerning its bank card, the Customer authorises the Company to debit the sum representing the price using its bank card, including taxes. For this purposes, the Customer confirms that it has a bank card and provides the sixteen digits, the expiry date and, as necessary, the security code.

7.2 No right to retract in accordance with the provisions of the Irish Consumer Code, there is no right to retract.

#### 7.3 Service availability

The Company shall make its best endeavours to ensure that the on-line request service is as far as possible permanently operational, 24/7 and 365 days per year. It does however reserve the right to interrupt this service, with or without notice, for operational reasons. Service availability is moreover subject to the Customer's use of adequate IT resources, an appropriate Internet browser (a list of compatible browsers is available on demand) or a Smartphone which is compatible with the hardware and software (recommended configurations may be obtained from the Company on demand).

#### 7.4 Intellectual property

In accordance with the Irish Intellectual Property Code, the Company is the owner of all elements used on the site or applications (graphics, images, text, logos, data bases, programmes), except for those elements (inter alia logos) provided by the Company's partners.

Any full or partial reproduction, modification or use of trademarks, illustrations, images, elements and logos for whatever reason and on any medium whatsoever, is strictly prohibited without the express and prior consent of the Company.

#### 7.5 Airport Booking

Prices are based on passengers being ready to travel at the booking time.

There is no extra charge for flight delays as our office can monitor the flight.

All fares quoted are for point to point and any diversions or stop over will be charged accordingly.

All airport, special request bookings and bookings made during the holiday season must be paid for in advance by credit card.

Our saloon, estate and people carrier taxis are insured for hire and reward for maximum of 4-8 passengers.

We reserve the right to refuse any passenger our services due to passenger having excess luggage which would result in the vehicle unsafe on the road.

Passengers are responsible to load and unload their belongings and we will not accept liability for loss or damage to the luggage.

Prices are subject to change with adverse weather conditions.

#### 7.6 Airport Cancellation of Booking Transfers:

Should you need to cancel your booking after payment is made, please notify us directly.

If the customer fails to arrive at the airport at the agreed date and time due to giving incorrect information then no refund can be given. We advise all passengers to please provide correct arrival details as some flights can travel overnight and arrive on a different date to departure date.

#### 8.1 Offered Wheelchair Taxi

The Company gives the Customer the possibility to request taxis which are especially adapted for the transport of persons with disabilities..

#### 8.2 Booking procedure

Wheelchair bookings are made by telephone. The Company has created a dedicated priority line at 01 478 3333 for this purpose. In order to facilitate the search for an adapted vehicle, the Company shall define the passenger profile with the caller and identify particular constraints at the time of the first request. All information concerning the identity of the passenger, the nature of the disability, the type of vehicle requested and all other additional information that the caller deems necessary to provide in order to facilitate the transport is therefore recorded in the Company's files. The name, address and telephone numbers of the passenger or the caller are also recorded.

#### 8.3 Liability

Neither the Company nor the taxi driver shall have any liability if the passenger needs to be accompanied by a guardian or attendant and the latter is absent, in the case of insufficient vehicle accessibility, if the passenger's wheelchair does not fit in the taxi, if the taxi is unable to park sufficiently close to the pickup address because of parking restrictions, for any reason whatsoever beyond the control of the taxi driver, the latter is unable to pick up the passenger.

The taxi driver has exclusive liability for the performance of the transport service and for the passenger entering and leaving the vehicle.

The passenger shall be exclusively liable in the case of accident or loss suffered in the event that the latter requests special assistance from the taxi driver which is over and above the transport service.

The Company reserves the right to change these General Conditions by publishing a new version on the site <http://www.viptaxis.ie> and in the Smartphone applications.

The applicable General Conditions are those in force at the date on which the service is used.

The Customer is informed and accepts that the Company reserves the right to record and keep, for the purpose of proof and in order to optimise booking management, all information relating to calls received by its Call Centre, requests made through the Internet site or using the Smartphone applications and Customer identification data and taxi journeys made, including:

- the Customer's telephone number,
- recording of the telephone conversation,
- the family name(s) and first name(s) of the passengers, pickup addresses and e-mail addresses,
- Information relating to the journey in question.

This information is necessary in order to process orders and is recorded in the Company's files.

The Company will protect the confidentiality of personal data provided by the Customer, in particular specific requests made at the time of the request.

Personal data provided by the Customer is for the exclusive use of the Company.

The Customer has a right to access, correct and removes data held on the Company's files.

In order to exercise this right, the Customer may, at its choice, send an e-mail using the Company's site (contact form) or send a letter to the Company at: The Barley House, Cork St, Dublin.

These General Conditions are governed by Irish law.

In the case of any dispute concerning the interpretation of these General Conditions, or concerning the performance of on-line requests, and if no amicable solution can be reached, the dispute shall be referred to the exclusive jurisdiction of the Commercial Court if the Customer has the status of trader.

If the Customer is a consumer, action may be taken before the Irish court of its choice. The Customer may also resort to mediation or any other alternative dispute resolution method.