Airport Transfer Bristol Terms and Conditions

Terms and conditions for Airport Transfer Bristol Booking Apps

For our Bristol apps, the price quoted on the app will be the price you pay for the journey, based upon the journey you have booked on the app. Any deviation to the journey booked on the app may be charged extra by the driver. Any waiting time will be chargeable by the driver. Your payment card will be charged at the time of booking.

In the event a prepaid journey is cancelled, a refund will not be given if the driver has already been dispatched. If the journey is cancelled in advance of the driver being dispatched, a refund will be considered. All inquiries for refunds should be directed through our contact us page at www.airporttransferbristol.co.uk. Please note that refund requests will only be considered up to 90 days after the booking date (date of travel).

Promo codes – From time to time, Airport Transfer Bristol will promote the app using promo codes. These promo codes will be advertised as and when they are available. Only one promo code can be used at one time and cannot be used in conjunction with any other offer. Promo codes can only be used for card bookings.

General Terms and Conditions

Booking an Airport Transfer Bristol Car,

As the customer, it is your responsibility to allow yourself plenty of extra time for time sensitive journeys to take into account unforeseen circumstances.

If you are booking a journey that requires an onward connection, such as, but not limited to, Airport, Train or Bus, you must allow yourself extra time. We recommend the following:

Airport Book your car so you plan to arrive at the airport 2 hours 30 minutes minimum before your planned departure. This should leave sufficient time to remedy most issues. Please note that all UK airports recommend arriving a minimum of 2 hours prior to plane departure. We cannot be held responsible for any late arrivals for any passenger who has not booked a vehicle which allows them sufficient time, to arrive at the airport 2 hours 30 minutes prior to flight departure.

Train/Bus Book your car so you plan to arrive at the destination 45 minutes before the planned departure.

Airport Transfer Bristol will not be held responsible for any delays, of any kind, transporting you to your destination. We are unable to control weather/traffic conditions etc. We will, of course, use our best endeavours to get you to your destination as quickly as possible.

As the customer, it is your responsibility to contact the office if the car you have booked is 10 minutes or more late. This will allow both you and Airport Transfer Bristol, time to understand the problem, assess the seriousness and re plan accordingly. Please bear in mind, like most private hire companies, we use a computer system and there are very

rare occasions where there is a computer malfunction. This makes it even more important to communicate with the office.

Airport Transfer Bristol cars, will not be liable for any costs relating to any delay in the car arriving.

Airport Transfer Bristol Web Booker/ Airport Transfer Bristol App,

Please note that our online booking system and our Consumer app will allow you to book any journey., we may decline the journey and give you a full refund. However, we will accept any journey that is £50 or over that is up to 10 miles from Bristol Airport

1. Definitions and Interpretation

"Account" means a customer account which has been opened by Airport Transfer Bristol, in respect of a particular Customer and is identified by way of a confidential allocated security number (the "Customer Account Number").

"Account Services" mean the Services provided by Airport Transfer Bristol ,to an Account Customer, in accordance with clause 4.

"Account Customer" "You" and "Your" means any Customer to which Airport Transfer Bristol, provides Account Services in respect of a particular Booking and which shall include any representative of the Customer which makes the Booking or uses the Services pursuant to such Booking.

"Airport Transfer Bristol" means JMA Executive Travel Ltd incorporated and registered in England and Wales with company number 14336131 whose registered office is 21 Godfrey Court – Longwell Green – Bristol BS30 7EQ(or such of its subsidiaries or associated companies, which provides the Services).

"We", "we", "Our", "our", "Us" and "us" means i) Airport Transfer Bristol, where the Services are paid for by Account or by Credit or Debit Card and ii) in the case of Cash Services the Driver performing the Services.

"Booking" means a Customer's request for Services howsoever communicated to us as evidenced by our records.

"Business Day" means a day (excluding Saturdays, Sundays and public holidays) which is also a day on which clearing banks in the City of London are open for the conduct of sterling banking business.

"Cancellation Fee" means a fee payable by the Customer for the cancellation of the Services by the Customer as detailed in the Price List

"Cash Customer" means a Customer that contracts with the Driver for Services and which elects to pay for the Services by cash, which is collected by a Driver, in accordance with clauses 2.2 and 3.2.

"Cash Services" means Services in respect of which a Driver (as principal) contracts directly with a Cash Customer booked through Airport Transfer Bristol, acting as disclosed agent for the Driver.

"Contract" means a contract for the provision of Services for Customers i) made by

Arrow Cars acting as disclosed agent for the Driver (as principal) for the provision of Cash Services resulting in the Customer entering a direct contract with the Driver and ii) by Airport Transfer Bristol ,for the provision of Services for Customers (a) who maintain an account with Airport Transfer Bristol ,and payment is made directly to Airport Transfer Bristol ,by the Customer, or (b) who pay for Services by credit or debit card and each such Contract shall incorporate these Terms.

"Charges" means our charges (i) shown on our web or other published literature, (ii) for other than Account Bookings referred to in iii), the charge communicated to the person Booking the Services, and (iii) for certain Account Bookings, the price will be in accordance with charge rates agreed between Airport Transfer Bristol and the Customer.

"Christmas Period" means between 18:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 18:00 hours on 31 December to 23:59 on 1 January, in any year, or by otherwise advertised at point of sale.

"Collection Address" means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer/ Passengers.

"Credit and Debit Card Services" means Services provided by Airport Transfer Bristol to the Customer, and which is paid for by the Customer to Airport Transfer Bristol by using a credit or debit card.

- "Customer" and "You" means any person(s), firm or company which books Services.
- "Driver" means any person who drives a Licensed Passenger Vehicle.
- "Goods" means any goods transported by us pursuant to a Contract.
- "Minors" mean children of less than 14 years of age.
- "Passenger(s)" means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Licensed Passenger Vehicle. By agreeing to or using the Services each Passenger agrees to be bound by these Terms.
- "Passenger Services" means the transportation of Passengers by a Licensed Passenger Vehicle.
- "Passenger Vehicle" means any Licensed vehicle used for the carriage of Passengers.
- "Price List" means the list maintained by us of certain of our Charges relating to the Services from time to time and a current copy of which can be obtained on request.
- "Restricted Street" means any location subject to any parking law or regulation prohibiting any vehicle waiting during prescribed hours.
- "Services" means (a) Passenger Services any other services agreed in writing between us and the Customer from time to time.
- "Terms" means these terms and conditions, as amended from time to time.
- "Vehicle" means a Licensed Passenger Vehicle.
- "Waiting Time Charge" means a fee payable by the Customer
- "Written" means any written communication including email and SMS.

2. PASSENGER SERVICES

2.1 Cash Services

Please note that clause 2.1 shall apply to all Bookings for Cash Services, which shall include any Booking made by an Account Customer who elects not to use the Account in respect of that particular Booking.

- 2.1.1 When making a booking for Cash Services, the contract shall be made by Airport Transfer Bristol, acting as a disclosed agent for the Driver (as principal) resulting in the Customer entering a direct contract with the Driver. Such Contract shall be subject to these Terms.
- 2.1.2 In consideration for the performance of the Cash Services, the Customer shall pay the Charges to the Driver (as principal) upon completion of the Services (i.e., upon arrival at the Customer's destination) or earlier if the Driver shall, in the Driver's absolute discretion, decide.
- 2.1.3 In respect of Cash Services, payment shall be made in cash and the Driver shall not accept any other form of payment.
- 2.1.4 For the avoidance of any doubt VAT may be chargeable depending on the individual VAT status of the driver.
- 2.2 Credit and Debit Card Services

Please note that clause 2.2 shall apply to all Bookings for Credit and Debit Card Services, which shall include any Booking made by an Account Customer who has elected not to use the Account in respect of that particular Booking.

- 2.2.1 When making a Booking for Credit and Debit Card Services, the Customer must elect to pay Airport Transfer Bristol, for the Services either by way of a credit card or a debit card payment, details of which shall be processed by Airport Transfer Bristol.
- 2.2.2 In consideration for the performance of Credit and Debit Card Services, the Customer agrees to pay the Charges by way of a credit or debit card payment in accordance with clause 2.1.1.
- 2.2.3 Where applicable, Airport Transfer Bristol may charge a card processing fee for a card payment. Any such card processing charges will be clearly communicated to the customer/ passenger at time of booking.
- 2.3 Passenger Services Fees and Charges
- 2.3.1 The price quoted to the Customer at the time of making the Booking shall be calculated on the journey specified by the Customer at the time of Booking (the "Quoted Journey"). The price quoted by us shall be based upon our chosen route between the Collection Address and the Customer's destination (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). The Price quoted for Account Services will be in accordance with charge rates agreed between Airport Transfer Bristol and the Customer. These will not normally be communicated to persons Booking an Account Service unless the Customer requires this.
- 2.3.2 If a Booking is cancelled by a Customer after the Licensed Passenger Vehicle has

departed to fulfil the Booking, a Cancellation Fee shall be chargeable. A Cancellation Fee will also be chargeable where an E Class Executive Vehicle has been Booked or at Customer's request a Driver has been allocated to a Booking and the Customer cancels that Booking.

- 2.3.3 In relation to collection of any Passenger(s) from an airport, we will allow 30 minutes waiting time starting from the last known estimated arrival time of an inbound international flight (we will allow 15 minutes waiting time from the last known estimated arrival time of an inbound domestic flight). We reserve the right to charge the Customer a Waiting Time Fee, which shall, for the avoidance of doubt, include the first 15 or 30 minutes (as the case may be). For the purposes of this clause the "last known estimated arrival time" will either be (a) if the Customer provides a flight number at the time of making the Booking, we will monitor the relevant flight and alter the collection time accordingly; or (b) if the Customer does not provide a flight number, the time which has been specified by the Customer. In the event an airport pick up has been booked using the service at an Airport Transfer Bristol Airport, as advertised on our web site, then there will be no waiting time. If, however, you choose to have an Airport Transfer Bristol Driver from another location to pick you up from an Airport Transfer Bristol airport, the waiting time charges will apply.
- 2.3.4 All car parking fees will additionally be chargeable to the Customer for collections from airports, seaports, international and domestic train terminals. In the event an airport pick up has been booked using the service at an Airport Transfer Bristol, as advertised on our web site, then there will be no cark park charges. If, however, you choose to have an Airport Transfer Bristol Driver from another location to pick you up from an Airport Transfer Bristol, car Park charges will apply.
- 2.3.5 In the event that the Customer requires more than four (4) passengers to travel in a Passenger Vehicle additional charges may be levied by us for the provision of a larger Passenger Vehicle or the carriage of additional Passengers in excess of four (4).
- 2.3.6 We reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person booking the Services. This will be advertising prior to and during this period.
- 2.3.7 In the event that the Customer or any Passenger (other than an unaccompanied Minor) requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.
- 2.3.8 In the event the customer wishes to cancel a pre-paid booking, made on line or by a mobile app, using their credit/debit card and a driver has not been allocated to the

job; Airport Transfer Bristol, may issue a refund, at its discretion, less a 20% administration charge, against the full journey cost. If the driver has been despatched to the customer, there will be no refund to the customer.

- 2.4 Passenger Services General
- 2.4.1 We shall use reasonable endeavours to provide a Licensed Passenger Vehicle in good working order of the type specified by the Customer (and in the event that such a vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.
- 2.4.2 Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Licensed Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. Airport Transfer Bristol, and/or the Driver reserve the right to cancel a booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry an animal in the Licensed Passenger Vehicle. Guide dogs are exempt from this requirement and are permitted to be carried in any Licensed Passenger Vehicle.
- 2.4.3 The transportation of luggage in a Licensed Passenger Vehicle shall be permitted in our absolute discretion. Passengers shall always remain responsible for their luggage and shall load and unload their own luggage. We may assist the Customer with the loading and unloading of his/her luggage from the Licensed Passenger Vehicle, at our sole discretion. We operate a strict weight and size allowance for luggage to be carried must be able to fit comfortably in the luggage compartment available.
- 2.4.4 Passengers are not permitted to smoke in any Licensed Passenger Vehicle.
- 2.4.5 Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.
- 2.4.6 Passengers shall not consume alcohol in any Licensed Passenger Vehicle and we and/or the Driver reserves the right to decline carriage to any Passenger and may require a Passenger to alight from a Licensed Passenger Vehicle who, in our opinion, is intoxicated.
- 2.4.7 We accept no responsibility for the loss or damage to any luggage which is transported in a Licensed Passenger Vehicle. The Customer acknowledges and accepts that any luggage stored in the Licensed Passenger Vehicle may move around during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Licensed Passenger Vehicle.
- 2.4.8 Passengers are required to comply with current customs laws and regulations and we shall not be responsible for any delays caused by any failure to comply with the same.
- 2.4.9 All Passengers are required to use seatbelts at all times.
- 2.4.10 We will not allow unaccompanied Minors of less than 12 years of age to travel alone in a Licensed Passenger Vehicle. In exceptional circumstances and subject to the parent/ guardian's consent we may allow Minors over the age of 12 to travel

unaccompanied. When booking a journey for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Licensed Passenger Vehicle.

- 2.4.11 We may charge reasonable repair or cleaning charges plus £80 representing loss of earnings for the Driver in the event of spillages in or in the event that any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle.
- 2.4.12 We shall not be responsible for any property left by Passengers in any Passenger Vehicle.
- 2.4.13 We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged a Cancellation Fee. We are committed to providing Services in accordance with the Equality Act 2010. We may assist any Passenger who is not capable of boarding and alighting a Passenger Vehicle unaided, at our sole discretion but at the Passenger's risk.
- 3. Account Services
- 3.1 Bookings and Charges
- 3.1.1 Prior to making any Booking for Account Services, the Customer must first open an Account with Airport Transfer Bristol. The Customer must keep its dedicated and secret Customer Account Number confidential.
- 3.1.2 When making any Booking for Account Services, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Account Services.
- 3.1.3 Payment shall be made by direct debit (which is Airport Transfer Bristol preference) or alternatively by cheque, telegraphic transfer or BACS to such bank account as we shall notify the Customer.
- 3.1.4 We shall be entitled to charge an administration fee of up to 12.5% of the Charge unless otherwise agreed with the Customer.
- 3.1.5 We shall invoice the Customer each month in respect of the Account Services carried out for the Customer during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced.
- 3.1.6 We shall be entitled to treat any Booking made quoting the confidential Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.
- 3.1.7 In consideration of performance of the Account Services, the Customer shall pay the Charges, any agreed administration fee and any applicable VAT (without set off or deduction), as invoiced by Airport Transfer Bristol, within 30 days (or such shorter

period as we in our absolute discretion notify to you) of the date of an invoice (the "Due Date").

- 3.1.8 In the event of non-payment of any Charges by the Due Date, we shall be entitled to charge and the Customer shall pay interest at a rate of 8% per annum on any amount outstanding until payment is made, both before and after any judgement.
- 3.1.09 When an Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.
- 3.1.10 In the event the customer wishes to cancel a pre-paid account booking, and a driver has not been allocated to the job, there will be no charge. If the driver has been despatched to the customer, there will be no refund to the customer.
- 3.1.11 We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to provide Account Services once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.
- 3.1.12 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

3.2 Passenger Services

Clauses 2.3 and 2.4 of these Terms shall apply to all Passenger Services made in accordance with this clause 4 by an Account Customer.

4. General

Please note that clause 6 applies to all Passenger Services, including Account Services.

- 4.1 These Terms shall be incorporated in and form part of all Contracts for the provision of the Services. Bookings can be made through our website, by telephone or by using our mobile App; these media by which you are able to make a Booking are an invitation to treat. Your Booking constitutes an offer to Contract for Services which we can accept (thereby creating a legally binding Contract incorporating, these Terms) for Account Customers and Credit and Debit Card Services by issuing to you a Booking Acceptance or otherwise and for Cash Customers, by the driver accepting allocation of your booking and proceeding to the pickup location requested by You.
- 4.2 By accepting these Terms, you are also accepting the terms of our privacy policy, which can be found at http://www.airporttransferbristol.co.uk Our privacy policy sets out details of how we use the personal information you provide to us. We only use your personal information in accordance with our privacy policy.
- 4.3 Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter of any Contract and that it shall have no rights or remedies with respect to such subject matter otherwise than under the relevant Contract.
- 4.4 We shall be entitled to vary the Price List from time to time.
- 4.5 We shall be entitled to exercise a lien over any property belonging to the Customer in our possession pending payment of any Charges due to us.

- 4.6 We may, in our absolute discretion, decline to accept any Booking.
- 4.7 Any dates, periods or times specified by us in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by us of our obligations under the Contract. We make no warranty that any Passenger or Goods or property shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by us unless express reference is made to this Clause 6.7 and agreed in writing by a director of Airport Transfer Bristol. 4.8 Passenger(s) and any luggage and any personal items and all Goods shall be ready for collection at the time stipulated by the Customer when the Booking is made. Where the Collection Address is in a Restricted Street we will allow 2 minutes (and where the Collection Address is not a Restricted Street 5 minutes) for loading. In the event that all booked Passenger(s), and their luggage have not boarded the Licensed Passenger Vehicle within 2 minutes (or 5 minutes as the case may be) of the later of i) the arrival of the Licensed Passenger Vehicle at the Collection Address and ii) the booked time for collection we reserve the right to charge the Customer a Waiting Time Fee, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be)). Furthermore, where the Collection Address is in a Restricted Street the Driver shall be entitled to leave the Collection Address and we shall endeavour to arrange with the Customer a revised collection time or location. If revised collection details cannot be agreed with the Customer, we may treat the Booking as having been cancelled and charge a Cancellation Fee. Where the passenger and any luggage and any personal items and all Goods are not unloaded within 5 minutes of the arrival of the Passenger Vehicle at the Customer's destination we reserve the right to charge the Customer a Waiting Time Fee, which will, for the avoidance of doubt, include the first 2 minutes (or 5 minutes as the case may be).
- 4.8.1 No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall affect that right, power or remedy; or operate as a waiver of it.
- 4.9 The Customer agrees to indemnify and keep us fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by us as a result of the negligence, acts or omissions or default under the Contract by the Customer, or its employees, agents or subcontractors or any Passengers.
- 4.10 The Customer shall be liable for any damage caused by Passengers to any Licensed Passenger Vehicle.
- 4.11 Subject to the following provisions of this clause 6, except in respect of death or personal injury caused by our negligence, or that of our servants or agents, our liability to the Customer for loss and/or damage caused by the negligence of us and/or our servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:
- 4.11.1 in relation to the Services, our liability shall not exceed £125

- 4.11.2 in the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Licensed Passenger Vehicles), our liability shall not exceed £125 unless the Customer has notified us that the Goods have a value in excess of £125 and We have agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify us against any Passenger claiming sums in excess of such limits.
- 4.12 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing any of our obligations under the Contract.
- 4.13 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.
- 4.14 To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.
- 4.15 We shall not be liable to the Customer for any loss or damage to property arising in the course of delivering, loading or unloading of Goods or Passenger's luggage or personal effects.
- 4.16 We shall not be liable to the Customer for any loss of anticipated savings, business revenues, loss of agreements, loss of opportunity or loss of business or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).
- 4.17 We shall, in no event, have any liability in respect of any claim, howsoever arising, that is not notified to us by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen (14) days of the occurrence of the circumstances giving rise to the claim.
- 4.18 The Customer acknowledges that the limitations on our liability as set out in this clause 6 are fair and reasonable in the circumstances and have been taken into account and reflected in the level of the Charges.
- 4.19 To allow us to provide the Customer with the best possible service, We may use location-based services. Information that we collect from the Customer through the use of these services shall be collected and stored in accordance with the terms of our privacy policy. By accepting these Terms, the Customer consents to our use of location-based services. The Customer can withdraw its consent at any time. The accuracy of our location-based services may vary depending on the Customer's location and

whether the Customer is in a rural or urban environment. We reserve the right to suspend or terminate the location-based services at any time. In providing active location-based services we comply with the "Industry Code of Practice for use of Mobile Phone Technology to Provide Passive Services to the UK" (which sets principles of good practice for the provision of passive and active location based services), a copy of which can be found at http://www.mobilebroadbandgroup.com.

- 4.20 Any complaints relating to the Services shall be addressed to us and made in writing within 14 days of the event giving rise to the complaint.
- 4.21 Termination of this Contract shall be without prejudice to any rights and/or obligations of us and/or the Customer accruing prior to the date of such termination.
- 4.22 Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by email or by prepaid registered post to the other party at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice sent by. Any notice served by email shall be deemed delivered immediately and by registered post shall be deemed served 48 hours after posting to an address in the United Kingdom or 5 Business Days after posting to an address outside the United Kingdom. In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery.

 4.23 A person who is not a party to any Contract shall not have any rights under or in connection with it.
- 4.24 We reserve the right to subcontract or delegate in any manner any or all of our obligations under any Contract to any third party or agent.
- 4.25 If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply, the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these Terms which may be necessary in order, as close as possible, to give effect to the commercial intent of these Terms.
- 4.26 We reserve the right to amend these Terms. Notice of amendments to these Terms shall be posted on Airport Transfer Bristol website.
- 4.27 These Terms shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales