



Terms and Conditions for the supply of Booking Services

The following Terms and Conditions apply to all Booking Services provided by Blueline Taxis in connection with the provision of a Driver who provides a road passenger transportation service to a Customer, Account Holder Customer, Access to Work Account Customer and Student Finance Account Customer but do not apply to other contracts made in writing with BLT Contracts Limited (CRN: 13362168), Taxi Cab Services (Hartlepool) Ltd (CRN: 11039918) or the firm consisting of Ian Gordon Shanks, Paul Thomas Shanks and Jane Bell trading together in partnership as Blue Line Taxis.

Terms and Conditions for the supply of Booking Services

1. Definitions

“Access to Work Account Customers”:	means those Customers who qualify under the government scheme providing support and assistance to qualifying candidates with disabilities or health conditions who set up an account in accordance with Clause 10 of these Terms and Conditions.
“Account Holder Customers”:	means those Customers who set up an account in accordance with Clause 9 of these Terms and Conditions.
“Additional Charges”:	means any charges which arise across any given journey which fall outside of the Fare, including but not limited to toll charges, parking charges, airport access charges, cancellation fee, cancelled on arrival fee.
“Blueline App”:	means the mobile software application and related services provided by Blueline Taxis on a white label version of the Cab 9 App.
“Blueline Processing”:	means Blue Line Processing Limited (CRN: 11830971), the company that is authorised to receive payment of any sums payable to Blueline Taxis and/or the Drivers by a Customer, an Account Holder Customer, an Access to Work Account Customer, a Student Finance Account Customer.

“Blueline Taxis”:	means Taxi Cab Services (Durham) Limited (CRN: 12651432), Taxi Cab Services (Gateshead) Limited (CRN: 12086865), Taxi Cab Services (Hartlepool) Limited (CRN: 11039918), Taxi Cab Services (Newcastle) Limited (CRN: 12651617), Taxi Cab Services (North Tyneside) Limited (CRN: 12651424), Taxi Cab Services (Northumberland) Limited (CRN: 12650578); Taxi Cab Services (South Tyneside) Limited (CRN: 12651631), Taxi Cab Services (Sunderland) Limited (CRN: 12651504), Taxi Cab Services (Wolverhampton) Limited (CRN: 14085393) trading under any Trading Names.
"Booking Services":	means the services set out in Clause 3 of these Terms and Conditions, which shall be provided to you by Blueline Taxis.
“Cab9 App”:	means the mobile software application and related services provided by Cab 9 Ltd (CRN 10991824) through which customers can book Driver Services with Blueline Taxis.
“Call Out Fee”:	means the sum payable by an Account Holder Customer in accordance with Clause 9.16 of these Terms and Conditions.
“Customer”:	means the person making the booking and receiving the Booking Services, also referred to in these Terms and Conditions as ‘you’ and ‘your’ and includes Access to Work Account Customer, Account Holder Customer, and Student Finance Account Customer unless the context provides otherwise.
"Driver":	means a self-employed individual providing road passenger transportation services which shall include any drivers who are licensed under the Legislation to carry out road passenger transportation.
“Driver Services”:	means the provision of transportation by the Driver.
“Fare”:	means payment for the Driver Services including any Additional Charges and/or Call Out Fee.
“Legislation”:	means the Local Government (Miscellaneous Provisions) Act 1976, the Town Police Clauses Act 1847

and any related local government regulations pertaining to the operation of private hire vehicles and hackney carriages from time to time.

- “Passenger(s)”: means the individual(s) that actually receive the Driver Services, which may or may not be the Customer or the Account Holder Customer.
- “Student Finance”:
Account Customers”: means those Customers who qualify for financial support from Student Finance England, the government-owned organisation that administers loans and grants to students in universities and colleges in the UK, who set up an account in accordance with Clause 11 of these Terms and Conditions.
- “Trading Names”:
means Battle Hill Taxis, Blueline Peterlee Union Taxis, Central Taxis, Blaydon Cab Co, Prestige Taxis, Parkside Taxis, Arrans Taxis, Derwentside Taxis, Neasham’s Taxis, Prestige Taxis, Prestige Private Hire, Roadrunners Taxis, Wayside Taxis, Cameron Navigation Taxis, Preston Taxis, Winlaton and Ryton Taxis, Streetcars, Grafty’s, A2B, AA&C Taxis, Cameron Taxis, Navigation Taxis, and Streamline Taxis and all other trading names used from time to time.
- “Website”:
means www.bluelinetaxis.com and www.blueline-group.com.
- “Working Day”:
means any day except for Saturday, Sunday and Bank Holidays, as defined by the Banking and Financial Dealings Act 1971.

2. Operator Licences

- 2.1 In accordance with the Legislation, only a person holding the relevant operator's licence may accept a booking made by you.
- 2.2 Blueline Taxis confirms that private hire vehicle operator’s licences are held with Durham County Council, Gateshead Council, Hartlepool Borough Council, Newcastle City Council, North Tyneside Council, Northumberland County Council, South Tyneside Council, Sunderland City Council and Wolverhampton City Council and will procure the necessary private hire vehicle operator’s licences for any other local authority areas from which it may operate from time to time.

3. Provision of Booking Services by Blueline Taxis

3.1 Blueline Taxis provides you with booking services, which include the following:

- a. Accepting bookings requested by you in advance by any means, including but not limited to in person at our offices, by telephone, via our e-booking service on the website and by using the Blueline App;
- b. Identifying and arranging suitable Drivers to provide the Driver Services to you and/or any Passengers who travel under booking requests made by you or by subcontracting your booking to another licensed operator to arrange a suitable Driver to provide Driver Services to you and/or any Passengers who travel under booking requests made by you;
- c. Arranging for Fares and payment of any invoices under Clauses 9, 10 and 11 from you on behalf of the Drivers to be paid to Blueline Processing which shall distribute these to the Drivers;
- d. Arranging for Blueline Processing to receive payment in respect of vehicle repair or cleaning charges on behalf of the Drivers and to distribute that to the Drivers, when required to do so;
- e. Maintaining records of the Bookings made;
- f. Monitoring trips booked;
- g. Liaising with you and the Drivers and/or any operator to which your booking was subcontracted in respect of any lost property queries relating to bookings that have been placed via Blueline Taxis; and
- h. Receiving and dealing with feedback and complaints relating to bookings placed via Blueline Taxis, (the "Booking Services").

3.2 In order to accept a booking request from you, Blueline Taxis will require certain information from you, which may include:

- a. your name;
- b. your telephone number;
- c. your email address;
- d. yours and any Passengers' pick-up and drop-off locations;

- e. the number of Passengers, pets (see clauses 3.6 and 3.7 below) and quantity of luggage to be carried in order that a suitable vehicle can be arranged and unless you advise otherwise, it will be deemed that you require only a standard saloon car;
- f. in the event of card payment being made for the Driver Services, your debit or credit card information for processing by Blueline Processing,

and such details will be used by Blueline Taxis in accordance with these Terms and Conditions and its privacy policy which can be found at: www.bluelinetaxis.com.

- 3.3 Blueline Taxis may in its absolute discretion, and without giving reason, refuse or reject any booking request and any such refusals or rejections will not be made in a way that is unlawful with regard to the Equality Act 2010.
- 3.4 Blueline Taxis will not accept bookings from or for Passengers aged under 16 years old travelling without adult supervision, and where Blueline Taxis has accepted such a booking without having been informed by you that a Passenger is under 16 and travelling without adult supervision, the Driver separately has the right to refuse transportation of those Passengers.
- 3.5 Booking requests for the transportation of minors will be considered by Blueline Taxis when parental or guardian consent is given to them, however Blueline Taxis reserves the right to refuse the booking request in its absolute discretion and without giving reason.
- 3.6 In the event that you require a taxi to transport a pet you are required to advise Blueline Taxis at the time of making a booking request in order that Blueline Taxis may arrange for a suitable Driver, if any, to deliver the Driver Services and Blueline Taxis reserves the right to refuse any such booking request in the event that no suitable Driver is available. For the avoidance of doubt, an assistance dog is not a pet and while you are not obliged to advise that you or a Passenger will be accompanied by an assistance dog, it helps us if you do advise of an assistance dog when making a booking.
- 3.7 In the event that you or any other Passenger travelling under a booking request made by you needs to travel with an assistance dog and you have notified Blueline Taxis about the assistance dog at the time of making a booking request, Blueline Taxis will use all reasonable endeavours to provide a suitable Driver, and where Drivers are available to carry out the Driver Services at the required time, Blueline Taxis will only be unable to provide a Driver in the event that the Driver(s) available are unable to deliver the Driver Services due to medical conditions related to animals and in the event that you do not advise Blueline Taxis at the time of booking that the assistance dog will be travelling, only those Drivers who have an exemption

certificate due to medical conditions related to animals are entitled to refuse to carry out the Driver Services upon arrival at the pick-up point.

- 3.8 Blueline Taxis accepts bookings at the operating centres specified in the operator licence's detailed in Clause 2.2.
- 3.9 Blueline Taxis will not be liable to you or any other Passengers for any failure, defects or delays in the delivery of the Booking Services or the Driver Services, or any failure or delay in delivering to you or any other Passengers any booking confirmation in the event that:
- a. there has been a failure by you to provide the correct phone number before submitting a booking request;
 - b. your mobile phone does not support the necessary services;
 - c. your message inbox is full;
 - d. you erase the confirmation or other information sent to you by Blueline Taxis; or
 - e. you are uncontactable due to lack of signal or for any other reason whatsoever.
- 3.10 It is your responsibility when making a booking request to ensure that you book a taxi sufficiently in advance of any appointments, events or onward travel connections, such as train or aeroplane transport as Blueline Taxis cannot guarantee that a taxi may arrive at the specified booked time because of traffic, weather and/or any other unforeseeable or external events, and it is your responsibility to take into account traffic, weather and other conditions that may result in any delay to your journey as Blueline Taxis will not be liable to you or any Passengers for any failure to make those appointments, events or onward connections, nor will Blueline Taxis be liable to you or any Passengers in the event that a delay arises before you or any Passenger is collected, and it is your responsibility to have appropriate travel insurance in place.
- 3.11 When a booking request is made for "as soon as possible" or a specified time, Blueline Taxis cannot guarantee that a taxi may arrive at that specified time or within any immediate time period due to Driver availability, traffic, weather conditions and/or other external or unforeseeable events outside of the control of Blueline Taxis and Blueline Taxis will not be liable to you in the event that any such delay arises before you or any Passenger is collected.
- 3.12 In the event that Blueline Taxis is notified by a Driver of a significant delay or inability to carry out the Driver Services in respect of a booking that has been made by you,

Blueline Taxis will notify you as soon as possible and, where a new Driver is required, Blueline Taxis will use reasonable endeavours to identify another Driver to carry out the Driver Services, but in the event that there are no available Drivers to carry out the Driver Services at that time, Blueline Taxis will use reasonable endeavours to notify you of the same and will not be liable to you for the missed journey.

- 3.13 Booking Services provided electronically may from time to time be adversely affected by events that are outside of the control of Blueline Taxis, and are subject to the limitations of the enabling technology and networks on which they are reliant, and may be adversely affected by network performance and other operation factors outside of the control of Blueline Taxis, and in such instances Blueline Taxis will not be held liable for any error in, delay in, or failure in transmission of the Booking Services.
- 3.14 In the event that you request a specific type or size of vehicle when making a booking request and a Driver with that vehicle is unavailable, Blueline Taxis reserves the right to arrange a suitable alternative for you, even if the alternative will be at a higher Fare, and this includes (but is not limited to) Blueline Taxis reserving the right to arrange for two saloon cars to be sent to you in place of an 8 seater vehicle.
- 3.15 You are responsible for the cost of any technology or software required by you in order to be able to use any of the Booking Services.
- 3.16 By making a booking request under Clause 3.1(a), clause 9, clause 10 and/or clause 11, you are deemed to have accepted these terms and conditions.

4. Blueline Taxis relationship with the Drivers

- 4.1 Blueline Taxis acts as an agent for the Drivers and does not itself provide transportation services.
- 4.2 Driver Services are provided to you and any Passengers by the Driver and Blueline Taxis acts as agent in communicating the Driver's agreement to provide the Driver Services to you.
- 4.3 Blueline Taxis will supply certain details received in accordance with Clause 3.2 of these Terms and Conditions to the Drivers in order for them to accept bookings and to communicate with you directly in respect of those bookings.
- 4.4 When a booking request is made by you via the Blueline App, Blueline Taxis will supply you via the app used with details of the Driver and the Driver Vehicle that will be carrying out the Driver Services for your booking in advance of the Driver's arrival

and when a booking request is made via a call from a mobile phone you will receive a text confirmation with details of the Driver Vehicle and when a booking request is made via a landline phone, you will receive a call back from Blueline Taxis confirming that the vehicle has arrived.

4.5 In the event that the text message referred to in clause 4.4 fails, and Blueline Taxis becomes aware of such failure, you will receive either a call from Blueline Taxis confirming that a vehicle is on its way, or the Driver may call you directly via Blueline Taxis' 'driver connect' system, which allows the Driver to attempt to contact you by telephone three times, and which does not provide you or the Driver with one another's number.

4.6 Blueline Taxis does not guarantee that the Driver Services will be available at any time, uninterrupted, timely, secure or error free, nor does Blueline Taxis assume any responsibility or liability for any of the Driver Services provided.

5. Payment for the Booking Services

5.1 The Booking Services and the use of the Website and the Blueline App are provided to you by Blueline Taxis free of charge, and any other charges incurred by you through the use of the Blueline App, including but not limited to mobile network charges, are your responsibility only and not the responsibility of Blueline Taxis, and Blueline Taxis will not be liable to you for any such charges.

5.2 Blueline Taxis reserve the right to introduce a fee for the provision of the Booking Services, including a fee for the use of the Blueline App, and if Blueline Taxis does introduce a fee, you will be informed accordingly and you will be able to choose whether or not to continue to use the Booking Services.

5.3 Blueline Taxis, any owners, any providers and/or any hosts of the Blueline App may introduce additional charges, such as administration fees or processing charges, for which you may be responsible, and Blueline Taxis will notify you of any such fees as and when they arise.

5.4 Any network charges incurred through the use of the Blueline App and/or the Website shall be your responsibility.

6. Payment for the Driver Services

6.1 You are responsible for the payment of the Fare and any Additional Charges.

6.2 Except in the case of Account Holder Customers, Student Finance Customers and Access to Work Customers, the Fare and any Additional Charges can be paid:

- a. in cash to the Driver at the end of the journey;
- b. by card to the Driver, if the Driver has a card machine available, at the end of the journey;
- c. by card using the Blueline App, subject to availability as detailed at clause 3.10 and / or as a result of your card provider declining to process a non chip & PIN verified transaction; or
- d. by any other means notified to you by Blueline Taxis from time to time, and the only payment method that is guaranteed to work and/or be accepted is payment in cash, and Blueline Taxis will not be liable to you or any other Passengers for any declined payments or any delays caused as a result of such declined payments.

6.3 Blueline Processing will facilitate the payment of the Fares and any Additional Charges on behalf of the Drivers when you or any Passenger make payment by card using the Blueline App (but for the avoidance of doubt not in the event that you pay the Driver directly via a contactless or chip and PIN device in accordance with clause 6.2(c)) and any such payments shall be deemed the same as payment made directly by you or any Passenger to the Driver.

6.4 Except in the case of Account Holder Customers, Access to Work Customers and Student Finance Customers, all Fares and Additional Charges are due immediately upon completion of each journey and it is your responsibility to ensure that payment is made as soon as possible upon completion of a journey in the event that there are issues with card payment via the Blueline App as detailed at clause 6.2(c).

6.5 In order to make payments by card using the Blueline App, you must provide Blueline Taxis with your credit or debit card details, location information and mobile number, and such details will be used by Blueline Taxis and Blueline Processing in accordance with the Blueline Taxis privacy policy which can be found at: www.bluelinetaxis.com.

6.6 When a trip is booked using the Blueline App and card payment is chosen, Blueline Processing may take a pre-authorisation payment amounting to the estimated fare plus £3.00 (or such other amount as shall be notified to you from time to time) on your chosen credit or debit card (the "Pre-authorisation Payment"), such amount will not be debited from your account but in the event that full payment is not made by you for the Driver Services:

- a. the Pre-Authorisation Payment will be taken from your account by Blueline Processing to settle or part-settle the outstanding amount owed by you; and

- b. Blueline Taxis reserves the right to block or suspend your use of the Booking Services, including your access to the Blueline App until the full amount outstanding from you is paid; and
- c. Blueline Taxis reserves the right to permanently block you from accessing the Booking Services, which shall include permanently closing down your account on the Blueline App if you regularly fail to make payment for the Driver Services or the amount outstanding is deemed by Blueline Taxis to be significant.

6.7 In the event that, after booking, no Driver Services are provided to you, for example if the booking is cancelled in advance by you or by Blueline Taxis, the Pre-authorisation Payment will be released by Blueline Processing to your account as soon as possible.

6.8 As agent for Driver, Blueline Taxis may charge a cancellation fee of not more than the minimum fare, the sum of which may be notified to you via the Blueline App prior to confirmation of cancellation, in relation to bookings cancelled by you before a Driver attends at the pick up location.

6.9 As agent for Driver, Blueline Taxis may charge a 'cancelled on arrival' fee of not more than the minimum fare in the event that you and/or any other Passengers do not meet with the Driver within 3 minutes of Blueline Taxis sending you an in-app notification and/or text message to advise that the driver has arrived at the pick up location. The 3 minutes is intended to allow you sufficient time to locate your Driver and, if necessary, to contact Driver directly by telephone via the Blueline Taxis telephone system to resolve any difficulties in locating each other.

7. Fare estimates

7.1 Blueline Taxis make available estimated fares for the Driver Services ("Fare Estimation") which can be obtained via the fare calculator on the Website, through the Blueline App or by contacting Blueline Taxis by telephone on 0191 2626666.

7.2 Fare Estimation are estimates only based upon the anticipated distance of a journey and do not take into account Additional Charges or other factors such as traffic, waiting times or weather conditions.

7.3 Blueline Taxis does not guarantee that any Driver Services shall be provided for the exact amount of the Fare Estimation, and will not be liable to you or any other Passenger in any way for any amount which the Fare exceeds the Fare Estimation.

7.4 Blueline Taxis reserves the right at any time to establish, remove or revise any Fare Estimation supplied in accordance with clause 7.1.

- 7.5 A number of factors may result in the Fares applicable being increased from the amount of the Fare Estimation, including but not limited to increased traffic, waiting times, weather conditions and time of day.
- 7.6 Fares are higher at certain times of day during the week and at certain times of day on weekends, which times are subject to change at the discretion of Blueline Taxis, and it is your responsibility to speak directly with Blueline Taxis to establish when such increased Fares apply.

8. Customer's relationship with the Drivers

- 8.1 By booking a taxi via the Booking Services, you are agreeing to meet, and/or you are agreeing that any other Passengers will meet, the Driver at the appointed location at the appointed time, to make the booked journey, and you are agreeing to pay the full fare and in the event that Blueline Taxis are notified by the Drivers that you are regularly failing to honour this agreement, or otherwise abusing the Driver Services or the Driver, Blueline Taxis reserves the right to ban you from using the Booking Services.
- 8.2 By booking a taxi via the Booking Services, you accept that you are responsible for the cost of repair, damage or cleaning of a Driver's vehicle and/or property which result from your actions or inaction (or the actions or inactions of any other Passenger travelling under a booking request made by you) during the provision of the Driver Services where the damage caused is in excess of normal "wear and tear" and cleaning is necessary, such as in the case of soiling the Driver's vehicle.
- 8.3 In the event that you are liable under clause 8.2, you are responsible for settling any costs directly with the Driver and Blueline Taxis reserves the right to provide your details to the Driver in order that the Driver can pursue you directly for any unpaid Fair and/or Additional Charges.
- 8.4 In connection with clause 8.3, Blueline Taxis reserve the right to pursue you on behalf of the Driver where Blueline Taxis is requested to do so by the Driver.
- 8.5 By booking a taxi via the Booking Services, you accept that you are responsible for the cost of the journey that is actually taken, and not solely the cost of the journey that is booked in advance, where, for example, the pick-up and drop-off points have changed or additional drop off points are added that differ from the information given when making the booking request.

9. Account Holder Customers

- 9.1 All customers who wish to set up an account with Blueline Taxis for the provision of the Booking Services must submit an account application form to Blueline Processing in the form required by Blueline Taxis (the "Account Application Form").
- 9.2 Blueline Taxis reserves the right to charge a service charge, which shall be subject to VAT, on each journey booked by an Account Holder Customer.
- 9.3 Blueline Processing, as authorised collection agent for Blueline Taxis and/or the Drivers, will invoice Account Holder Customers electronically on behalf of Blueline Taxis and/or the Drivers and you agree to pay the invoice by bank transfer by the due date stated in the invoice.
- 9.4 After every journey taken by them or any other Passenger under their account, the Account Holder Customer will receive a receipt by email from Blueline Taxis, which advises of the Fare for any journey exclusive of VAT and any service charge that is subject to VAT (the "Account Journey Receipt") and the Account Holder Customer shall have until the end of the next Working Day to raise any queries or issues about the Account Journey Receipt directly with Blueline Taxis, otherwise those Account Journey Receipts shall be deemed as agreed for the purpose of invoicing.
- 9.5 Any queries or issues in relation to an Account Journey Receipt raised with Blueline Processing by no later than the end of the next Working Day, if agreed by Blueline Processing on behalf of Blueline Taxis and/or Driver, shall be dealt with by Blueline Processing by way of credit on the next invoice.
- 9.6 Blueline Processing shall issue invoices at such intervals as shall be agreed (usually monthly or weekly). Invoices will include a breakdown of all journeys taken and shall contain all Fares detailed on the Account Journey Receipts from the preceding accounting period, or such other amounts as agreed between Blueline Taxis and the Account Holder Customer in the event that a query or issue has been raised in accordance with clause 9.5 of these Terms and Conditions, and in addition the invoice shall include any Call Out Fees, service charges applicable and VAT.
- 9.7 In the event that Blueline Processing does not receive payment of an invoice on or before the payment date stated in the invoice, Blueline Taxis may immediately suspend the account until payment is received from the Account Holder Customer.
- 9.8 Where the Account Holder Customer's account is suspended in accordance with clause 9.7 of these Terms and Conditions, Blueline Taxis will not be obliged to arrange Drivers for the pre-booked journeys from and including the date that the payment of the invoice has failed, and shall not be liable to the Account Holder Customer for any liability or costs incurred by the Account Holder Customer as a result of those journeys not being carried out.

- 9.9 In the event that an Account Holder Customer fails to make payment of an invoice by the payment date stated in the invoice, then without limiting the remedies available to Blueline Processing and/or Blueline Taxis and/or the Drivers, the Account Holder Customer shall pay interest on the overdue sum from the date payment was due until payment of the overdue sum, whether before or after judgment and the interest under this Clause 9.9 shall accrue each day at 4% a year above the Bank of England base rate from time to time.
- 9.10 Blueline Taxis and/or Blueline Processing reserves the right to carry out a credit check on Account Holder Customers before and after agreeing to open an account and may refuse to set up an account or to close the account where a credit check result is unsatisfactory.
- 9.11 If upon receipt of the Account Application Form, Blueline Taxis agrees to open an account, Blueline Taxis shall issue the Account Holder Customer with a username and password that must be quoted when making a booking request, and Blueline Taxis is entitled to assume that any person who correctly quotes the username and password has authority to make a booking on behalf of the Account Holder Customer.
- 9.12 It is the Account Holder Customer's sole responsibility to keep the username and password confidential and Blueline Taxis shall not be liable for any Fare nor any Additional Charges that relate to a booking request made by a person who was not authorised by the Account Holder Customer where that person has correctly quoted the username and password.
- 9.13 In the event that the Account Holder Customer requests (and Blueline Taxis and/or Blueline Processing agrees) that special payment arrangements are made for their Passenger(s), whereby full or part payment of the Fare and any Additional Charges is made by the Passenger and any outstanding amount is payable by the Account Holder Customer, the Account Holder Customer remains liable for the full Fare and any Additional Charges in the event that the Passenger fails to make their applicable payment.
- 9.14 In the event that an Account Holder Customer, or anyone else acting on behalf of the Account Holder Customer, makes a booking request and then fails to show up, or any other Passenger fails to show up, at the pick-up point at the allocated time, a Call Out Fee will be incurred by the Account Holder Customer (which for the avoidance of any doubt forms part of the Fare), and the Call Out Fee shall be included in the invoice.
- 9.15 In the event that an Account Holder Customer has made a booking request with Blueline Taxis for a specific journey, and the Passenger's instructions to the Driver vary from those given by the Account Holder Customer, the Account Holder

Customer shall be liable for the cost of the actual journey taken under the instruction of the Passenger and not solely for the cost of the journey that was set out in the booking request.

- 9.16 To cancel the account services, the Account Holder Customer must contact Blueline Taxis either by email at accounts@blueline-group.com or by writing to the following address:

Blueline Processing Limited
31-35 Sycamore Street
Wallsend
NE28 6TH

10. Access to Work Account Customers

- 10.1 This Clause 10 applies only to Access to Work Account Customers.
- 10.2 All customers who wish to set up an account with Blueline Taxis for the provision of the Booking Services as an Access to Work Account Customer must submit an account application form to Blueline Processing in the form required by Blueline Taxis (the "Account Application Form").
- 10.3 Each Access to Work Account Customer is only permitted a certain number of allocated journeys under Access to Work (the "Access to Work Allocation") and such journeys must be to and from the specific drop-off and pick-up locations notified to Blueline Taxis by Access to Work.
- 10.4 As an Access to Work Account Customer, you are responsible for providing to Access to Work the correct addresses and any changes of address relating to the pick-up and drop-off locations for journeys within your Access to Work Allocation and, for the avoidance of doubt, you are not permitted to amend the pick-up and drop-off locations other than by confirming the changes with Access to Work who will thereafter confirm the changes to Blueline Taxis and/or Blueline Processing.
- 10.5 Access to Work Account Customers are liable to pay for any Fares incurred in relation to booking requests made above their Access to Work Allocation at the end of any such journey using the payment methods set out at Clause 6 of these Terms and Conditions.
- 10.6 As an Access to Work Account Customer, you may be required to pay part of the total fare to the Driver at the end of each journey within your Access to Work Allocation and such amount (if any) will be notified to you by Access to Work.

- 10.7 Access to Work Account Customers will be invoiced monthly by Blueline Processing, as authorised collection agent for the Drivers, for the Trips taken within their Access to Work Allocation and all such invoices must be paid within 10 days of them being issued.
- 10.8 Upon receipt of the invoice, it is your responsibility as an Access to Work Account Customer to comply with all Access to Work requirements and to forward the invoice and any other information or documentation required by Access to Work to Access to Work in good time to enable them to make payment of the invoice in accordance with the payment terms and timescales, and for the avoidance of any doubt, Blueline Processing, as collection agent for the Drivers, does not send any invoices directly to Access to Work.
- 10.9 Failure to pay the invoice in accordance with the timescale set out in Clause 10.7 of these Terms and Conditions (regardless of whether it is due to the default of the Access to Work Account Customer, their employer, or Access to Work) may result in the Access to Work Account Customer's account being immediately suspended until the invoice has been paid.
- 10.10 Where the Access to Work Account Customer's account is suspended in accordance with clause 10.9 of these Terms and Conditions, Blueline Taxis will not be obliged to arrange Drivers for the pre-booked journeys from and including the date that the payment of the invoice has failed, and shall not be liable to the Access to Work Account Customer for any liability or costs incurred by the Access to Work Account Customer as a result of those journeys not being carried out.
- 10.11 In the event that Access to Work has not paid the invoice within 10 days of the invoice being issued, the Access to Work Account Customer is liable to pay the amount outstanding to Blueline Processing.
- 10.12 The Access to Work Allocation is available from the start date specified in the award given to the Access to Work Account Customer by Access to Work until the end date specified in that award, unless Blueline Taxis and/or Blueline Processing is otherwise notified by Access to Work.

11. Student Finance Account Customers

- 11.1 This Clause 11 applies only to Student Finance Account Customers.
- 11.2 All customers who wish to set up an account with Blueline Taxis for the provision of the Booking Services as a Student Finance Account Customer must submit an account application form to Blueline Processing in the form required by Blueline Taxis (the "Account Application Form").

- 11.3 Each Student Finance Account Customer is only permitted a certain number of allocated journeys under Student Finance (the "Student Finance Allocation") and such journeys must be to and from the specific drop-off and pick-up locations notified to Blueline Taxis by Student Finance.
- 11.4 As a Student Finance Account Customer, you are responsible for providing to Student Finance the correct addresses and any changes of address relating to the pick-up and drop-off locations for journeys within your Student Finance Allocation and, for the avoidance of doubt, you are not permitted to amend the pick-up and drop-off locations other than by confirming the changes with Student Finance who will thereafter confirm the changes to Blueline Taxis and/or Blueline Processing.
- 11.5 Student Finance Account Customers are liable to pay for any Fares incurred in relation to booking requests made above their Student Finance Allocation at the end of any such journey using the payment methods set out at Clause 6 of these Terms and Conditions.
- 11.6 As a Student Finance Account Customer, you may be required by Student Finance to pay part of the total fare to the Driver at the end of each journey within your Student Finance Allocation and such amount (if any) will be notified to you by Student Finance.
- 11.7 Student Finance Account Customers will be invoiced monthly by Blueline Processing, as authorised collection agent for the Drivers, for the Trips taken within their Student Finance Allocation and all such invoices must be paid within 10 days of them being issued.
- 11.8 Upon receipt of the invoice, it is your responsibility as Student Finance Account Customer to comply with all Student Finance requirements and to forward the invoice and any other information or documentation required by Student Finance on to Student Finance in good time to enable them to make payment of the invoice in accordance with the payment terms and timescales, and for the avoidance of any doubt, Blueline Processing does not send any invoices directly to Student Finance.
- 11.9 Failure to pay the invoice in accordance with the timescale set out in Clause 11.7 of these Terms and Conditions (regardless of whether it is due to the default of the Student Finance Customer or Student Finance) may result in the Student Finance Account Customer's account being immediately suspended until the invoice has been paid.
- 11.10 Where the Student Finance Account Customer's account is suspended in accordance with clause 10.9 of these Terms and Conditions, Blueline Taxis will not be obliged to arrange Drivers for the pre-booked journeys from and including the date that the payment of the invoice has failed, and shall not be liable to the Student

Finance Account Customer for any liability or costs incurred by the Student Finance Account Customer as a result of those journeys not being carried out.

- 11.11 In the event that Student Finance has not paid a Student Finance Invoice within 10 days of the invoice being issued, the Student Finance Account Customer is liable to pay the amount outstanding to Blueline Processing.
- 11.12 The Student Finance Allocation is available from the start date specified in the award given to the Student Finance Account Customer by Student Finance until the end date specified in that award, unless Blueline Taxis and/or Blueline Processing is otherwise notified by Student Finance.

12. Customer obligations

- 12.1 In addition to any obligations set out elsewhere in these Terms and Conditions, you are required:
- a. to use the Blueline App and the Website without wilfully causing any damage, interruption to services or congestion;
 - b. not to attempt to circumvent access to, or amend the software used by, Blueline Taxis for the provision of the Booking Services;
 - c. keep any user account that you make for Blueline Taxis private, keep your username and password safe; and
 - d. prevent the disclosure of your account details to any third parties and in the event that those details are disclosed to a third party or otherwise lost, to inform Blueline Taxis immediately.

13. Blueline Taxis responsibility for loss or damage suffered by the Customer

- 13.1 Blueline Taxis may only be responsible to you or any Passenger for foreseeable loss and damage caused if it fails to comply with these Terms and Conditions or fails to use reasonable care and skill in the provision of the Booking Services to the standard expected within the industry.
- 13.2 Blueline Taxis is not responsible for any loss or damage that is not foreseeable and, for the avoidance of doubt, loss or damage is foreseeable if either it is obvious that it will happen, or if at the time that a booking was accepted, both Blueline Taxis and you knew it might happen, for example if you discussed it with Blueline Taxis at the time of making the booking request.

- 13.3 Blueline Taxis does not exclude or limit in any way its liability to you or any Passenger where it would be unlawful to do so, including liability for:
- a. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
 - b. fraud or fraudulent misrepresentation.
- 13.4 Blueline Taxis is not liable to you or any Passenger for any loss or damage caused to you or any Passenger as a result of any negligence or breach made by the Drivers or any other third party, or for any other liability that is outside of the control of Blueline Taxis, including any liability incurred in connection with the Driver Services or whilst the Driver Services are being undertaken, nor for any liability that has been specifically excluded under these Terms and Conditions.
- 13.5 In the event that Blueline Taxis is liable to you or any Passenger under these Terms and Conditions, the extent of that liability shall not exceed £100.

14. Blueline Taxis relationship with third parties

- 14.1 Separate terms and conditions of use for the Blueline App are made available on the app and on the Cab 9 website (<https://cab9.app>) and it is your responsibility to read those terms and conditions and to ensure that you comply with those terms and conditions, and Blueline Taxis will not be liable for any loss or damaged suffered by you as a result of your use of the Blueline App.
- 14.2 The Blueline App is or may be made available or accessed in connection with third party products, services and content that Blueline Taxis does not control and you acknowledge that different terms of use and privacy policies may apply to your use of these third party services and content, and that Blueline Taxis shall not be liable for any such products, services or content.
- 14.3 Blueline Taxis is not responsible for any third party content, products, services or resources that it advertises, through which it advertises or with which it has any links, and any such relationship with third parties should not be interpreted as approval by Blueline Taxis of those third parties or their content, products, services or resources and you must satisfy yourself in respect of those third parties.

15. Blueline Taxis right to make changes to the Booking Services

- 15.1 Blueline Taxis reserves the right to change or discontinue any part of the Booking Services at any time (including fees or charges for using the Booking Services) and Blueline Taxis will use its reasonable endeavours to give reasonable notice of any

such changes as soon as reasonably practicable, and such notice may be given on the Website or you may be informed directly by Blueline Taxis.

16. Governing law

16.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

17. Jurisdiction

17.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions or their subject matter or formation.

18. Blueline Taxis right to amend these Terms and Conditions

18.1 Blueline Taxis may amend these Terms and Conditions from time to time and notice of any changes to these Terms & Conditions will be made available on the Website and shall take effect as soon as they are made available on the Website.

18.2 Blueline Taxis shall, where possible, use reasonable endeavours to notify you by email of any changes to these Terms & Conditions, providing that an email has been provided by you to Blueline Taxis.

18.3 These terms were implemented on 1 April 2023 and apply from that date.