



TERMS AND CONDITIONS

COMPANY INFORMATION:

Transaltic Venture Limited is a Company Registered in England and Wales with Registration Number: 11350373. The Company's Registered Address is 5 Beech Gardens, Dagenham Essex RM10 9TS and the Company's Trading Name is 'CARBBOO'.

For Operational, Trading and Corporate Purposes; the Company is referred to as 'CARBBOO'.

Please read these Terms and Conditions carefully, as Your Application to Register an Account and use our Company's Website and/or our App will Constitute your Acceptance of these Terms and Conditions.

These Terms and Conditions apply to the Contract between **You (the Customer)** and **CARBBOO (the Service Provider)** when You use the Company's Services.

These Terms and Conditions are divided into Six (6) Sections, as follows:

SECTION 1 – Terms and Conditions (Account Services)

SECTION 2 – Terms and Conditions (Retail Services)

SECTION 3 – Terms and Conditions (General Services)

SECTION 4 – Terms and Conditions (Pricing and Charges)

SECTION 5 – Terms and Conditions (Data Protection)

SECTION 6 – Terms and Conditions (Limitation of Liability)



SECTION 1

TERMS AND CONDITIONS (ACCOUNT SERVICES)

1. General

1.1. For You to make bookings on account with CARBBOO, you need to Open an Account using our 'Account Application Form'.

1.2. Your 'Account Application Form' once filled in and sent to CARBBOO constitute an offer from You (Customer) to enter a Contract with CARBBOO for the provision of its Services on an Account Basis. A Contract will be concluded only upon the issuance by CARBBOO to the Customer of a Written Confirmation that the Application has been Accepted.

1.3. CARBBOO reserves the Right in its Absolute Discretion, and Without Giving Reasons, to Reject an Account Application and to Decline to Enter into a Contract.

1.4. A Contract shall Only be concluded on the Terms and Conditions contained in Sections 1, 3 and 4 of these Terms and Conditions and this Contract shall be Personal to Both Parties and Absolutely Non-Assignable.

1.5. The Customer shall Notify CARBBOO of Any Change in the Information provided on their 'Account Application Form'. Alterations take Effect on the Date of the email from CARBBOO to the Customer confirming changes have been made.

2. Bookings

2.1. Unless agreed otherwise, No Bookings will be Accepted by CARBBOO unless the Account Number or other Agreed Account Security Information is Quoted. The Customer is Responsible for ensuring that the Account Number or other agreed Account Security Information is kept Confidential and Secure and that it is Not Disclosed to Any Unauthorised Person. CARBBOO is Entitled to Assume that Any Person who Correctly quotes the Customer's Name and Account Number or other agreed Account Security Information has Authority to make the Booking on behalf of the Customer.

2.2. The Customer is Solely Responsible for Safeguarding the Confidentiality of such Information and Shall be Liable for the Cost of All Bookings made by any such Person whether Authorised by it. CARBBOO Does Not Accept Any Liability for Any Unauthorised access to an Account arising from a Customer's failure to comply with clause.



3. Payment

3.1. Unless agreed otherwise, Invoices are Issued Monthly to the Address and Relevant Person indicated on the 'Account Application Form'. Each Invoice Only covers Bookings up to the Tax Date stated on it.

3.2. Settlement in Full is Due 30 days from the Invoice Date.

3.3. CARBBOO reserves the Right to Charge Interest on Unpaid Accounts at the Base Rate of Barclays Bank Plc plus 4% Accruing Daily and Compounded on a Six (6) Monthly Basis from the due date until Full Settlement. For Companies that Settle by Invoice, we Reserve the Right to Charge a Late Settlement Fee of 5% of the Amount of the Invoice, should your Invoice not be paid in accordance with the Payment Terms of your Account.

3.4. Account Customers paying Monthly by Individual Credit Card are Invoiced on the First Working Day of the Month and have 14 Day Payment Terms and are Debited on the 15th of every Month. Account Customers paying Weekly by Individual Credit Card are Invoiced and Debited on the First Working Day of the Week following Travel. Account Customers paying Daily by Individual Credit Card are Invoiced and Debited on the First Working Day following Travel.

3.5. The Customer shall pay to CARBBOO any Reasonable Expenses (including those charged by any debt collection agency) together with All Legal and Court Costs incurred in the Collection of any Overdue Payment and the Minimum Charge in this respect shall be Ten Pounds (£10).

3.6. Pre-Authorised Payment can be set up by Direct Debit using the Direct Debit Mandate provided with the Application Form, or by providing relevant Credit Card details.

3.7. Queries Must be Notified in Writing to CARBBOO within Thirty (30) Days of Receipt of the Invoice after which date the Customer shall Not be Entitled to Dispute the Amount shown save for Manifest or Gross Error. CARBBOO reserves the Right to require Reasonable Supporting Evidence, such as Phone Records etc., where a Refund or Discount is requested.

3.8. Any Deposit paid in connection with your Account may be Forfeited in the Event of ongoing Late Payment of Invoices.



SECTION 2

TERMS AND CONTITIONS (RETAIL SERVICES)

1.1. When you Make a Non-Account Booking with CARBBOO, CARBBOO is acting as Principal, and VAT is payable and as such the Booking is Subject to these Terms and Conditions.

1.2. In consideration for a Driver engaged by CARBBOO carrying out your journey, you will pay CARBBOO the Fare confirmed at the Time of Booking via the Company's Credit Card Payment Mechanism (whether by app or online).

1.3 Any additional Charges arising after the Booking has been Confirmed, such as Parking or Waiting Charges (which are variable and cannot be known for certain at the time of booking), are Due as and when Incurred and will be Charged by CARBBOO using the Card Details provided when you confirmed your Booking. If we Cannot Process Payment using those Card Details, you remain Liable for such Payment and shall Provide us with Alternative Payment Details so that we can process Payment.

1.4. Drivers May on Occasion require Cash Payments to be made Before/After a Booking is undertaken.

SECTION 3

TERMS AND CONDITIONS (GENERAL SERVICES)

The Terms and Conditions contained in this Section 3, Shall Apply to All the Services provided by CARBBOO and in addition to the relevant Terms and Conditions set out in Sections 1 to 2 above.

1. Extent of CARBBOO's Liability

1.1. Any quoted Pick-Up or Journey Times are Best Estimates Only and whilst it uses reasonable efforts to Convey Passenger(s) to their Destinations in the Shortest possible Time, CARBBOO shall Not Liable if a Pick-Up or Journey Time Exceeds any Estimate given or otherwise Exceeds the Customer's/Passenger(s)' Expectations for whatever Reason, nor shall CARBBOO be Liable to the Customer(s)/Passenger(s) in connection with the Time at which they Reach/Fail to Reach the Destination.



1.2. CARBBOO shall Only be Liable for Losses suffered by a Customer that are a Direct Result of a Breach of these Terms and Conditions and, for the avoidance of doubt, CARBBOO shall Not be Liable for Any Damage, Loss, Costs, Claims or Expenses (whether foreseeable or not) Incurred/Suffered by the Customer/Passenger(s) (other than in the event of death or personal injury) by virtue of Eventualities/Occurrences Acts/Omissions including on the part of the Driver Outside of the Reasonable Control of the Company.

1.3. It shall be for the Customer/Passenger(s) to ensure that Valuables, unusual or any other Items are covered by appropriate Insurance. CARBBOO Cannot entertain Any Claim for Loss or Damage to any such Items.

1.4. If CARBBOO Cancels a Booking, it shall Not be Liable to the Customer/Passenger(s) if it has used Reasonable Endeavours to Fulfil the Booking and Notified the Customer of the Cancellation. In such an event, CARBBOO may with the Customer's Consent, arrange for an Alternative Service Provider to Fulfil the Booking on its behalf.

1.5. If you are a Business Customer, please Note that CARBBOO will Not be Liable to you for:

- Loss of Profits, Sales, Business, or Revenue,
- Business Interruption,
- Loss of Anticipated Savings,
- Loss of Business Opportunity, Goodwill, Reputation; or
- Any Indirect or Consequential Loss or Damage.

1.6. If you are a Consumer Customer you are Only Permitted to use Our Website for Domestic and Private use, not for Any Commercial or Business Purposes. CARBBOO accepts No Liability as stated in clause 1.5 above.

1.7. Any Claim or Complaint shall be Notified by the Customer to CARBBOO within Thirty (30) Days of the Date of the Invoice containing the relevant Booking for Account Bookings and within Thirty (30) Days of the Date of the Journey for All Non-Account Bookings.

1.8. Subject to the provisions of this clause 1 and Except in the Case of Death or Personal Injury, CARBBOO's Aggregate Liability arising from or in connection with the provision of the Services to its Customers under these Terms and Conditions shall Not Exceed Five Hundred Pounds (£500). CARBBOO reserves the Right to require Reasonable Supporting Evidence, such as Phone Records etc., where a Refund or Discount is requested.



2. Use of Website and the App

2.1. This clause 2 Governs the Customer's use of Our Website (Terms of Use). CARBBOO may revise these Terms of Use at Any Time. Please Check this Page Regularly to take Note of Any Changes that might have been made, because Any use of our Website will Constitute an Acceptance of these Terms of Use.

2.2. CARBBOO may update the Website Regularly and may Change the Content of the Website at Any Time. However, please Note that Any of the Content on the Website may be Out of Date at Any given Time, and CARBBOO is under no Obligation to Update it.

2.3. CARBBOO Does Not Guarantee that the Website, or Any Content on it, will be Free from Errors or Omissions.

2.4. There is No Guarantee that the Website, or Any Content on it, will always be Available or Uninterrupted. CARBBOO may Suspend, Withdraw, Discontinue, Change All or Any part of the Website without Notice and will Not be Liable to you, if for Any reason the Website is Unavailable at Any Time/Period.

2.5. You are responsible for making all Arrangements necessary to have access to the Website and for ensuring that all Persons who Access the Website through your 'Shared Internet Connection' are aware of these Terms of Use, and that they Comply with them.

2.6. We Do Not Guarantee that the Website will be Secure or Free from Bugs or Viruses.

2.7. You are Responsible for Configuring your Information Technology, Computer Programmes and Platform to Access the Website. You should Use your Own Virus Protection Software.

2.8. You Must not Misuse the Website by knowingly introducing Viruses, Trojans, Worms, Logic Bombs, or other Material which is Malicious or Technologically Harmful. You Must not attempt to Gain Unauthorised Access to the Website, Server on which the Website is stored, or Any Server, Computer or Database connected to the Website.

2.9. Where the Website contains links to other Websites and Resources provided by Third Parties, these links are provided for your Information Only and we have No Control over the Contents of those Third-Party Websites or Resources.

2.10. You Agree that by Downloading the App or using the Website, you are Bound by these Terms and Conditions.



2.11. CARBBOO Grants you a Non-Exclusive, Limited, Non-Transferable Licence to Download, Install and use the App for Personal Use Only and you Agree Not to use it or Any other Technology provided by CARBBOO in Connection with the Provision of the Services for any other Purpose.

2.12. You Must Not License, Assign, Sell, Distribute or in Any way Seek to Benefit Commercially from the Services provided by CARBBOO, or Any Technology provided in Association with delivering the Services, unless you have Received our Written Consent to do so.

2.13. You Agree Not to do Anything that would Interfere, Disrupt, Maliciously Attack or Damage any CARBBOO Technology, including but not Limited to the Website, Booking and Dispatch System or App.

2.14. You are Not Permitted to Attempt/Reverse Engineer the App or Any other Technology provided by CARBBOO in connection with the provision of the Services.

3. Your Obligations

3.1. You Agree:

3.1.1. To Pay All Charges Arising out of your use of the Services which are in Accordance with these Terms and Conditions, whether by Wire Transfer, Direct Debit, Cheque, Credit/Debit Card, or Cash.

3.1.2. Not to use CARBBOO for Any Unlawful or Illegal Purpose and to Comply with All Applicable Laws.

3.1.3. That All Personal Information provided to us to receive the Services is True, Accurate and Up to Date.

3.1.4. Not to do Anything to Damage the reputation of CARBBOO or Any of its Drivers.

3.1.5. To Treat with Respect and not be Abusive or Violent towards any CARBBOO Employees, Staff, or other Customers.

3.1.6. Not to Consume Alcohol while in a Car and We/Driver reserve the Right to Decline Carriage to Any Person deemed in our opinion to be Intoxicated.

3.1.7. To be Always Responsible for your Luggage and Acknowledge that No Liability is Accepted for the Loss or Damage to Any Luggage that is Transported.

3.1.8. To ensure that the passenger(s) Seatbelt are Worn at All Times whilst Travelling in our Vehicles.



3.1.9. to Indemnify CARBBOO against any Claims, Costs, Damages, Losses, Liabilities and Expenses (including reasonable legal fees and costs) that Arise out of or in Connection with a Breach of these Terms and Conditions, Any applicable Law or your Use/Misuse of the Website, App and/or the Services.

3.1.10. That if you Cancel a Booking outside the Time Allowed, you will be Liable for and will Pay the Cancellation Fee.

3.1.11. That if you, or another Passenger Travelling with you under your Booking, Soils or Damages the Car you will be Liable.

3.1.12. that if your Credit/Debit Card Details are Stored by CARBBOO, we will Charge Cancellation or Cleaning Charges pursuant to clauses 3.1.10 and 3.1.11 to that Credit/Debit Card, and

3.1.13. CARBBOO has the Right to Sub-Contract Services provided to Nominated Third Parties.

4. Booking Confirmation and Cancellation

4.1. CARBBOO may in its Absolute Discretion without Liability and Reasons Refuse to Accept any Booking.

4.2. All accepted Bookings are Confirmed at the Time of the booking, EITHER by SMS, E-Mail, Orally or the App. The Customer is Liable for All Applicable Charges Incurred from the Time when the Vehicle is Assigned to the Booking until Completion of the Assignment or, if sooner Cancellation.

4.3. Customers may Cancel their Bookings in the following ways:

4.3.1. For Account and Cash/Card Pre-Book Services, by Calling the Call Centre, Online or through the App; and

4.3.2. For Cash/Card ASAP Services, Bookings can Only be Cancelled through the App.

4.4. In the Event of Cancellation by the Customer/Passenger(s), the Customer may be Liable for Cancellation Charges which are set out in the 'Extra Charges Section'. The liability of CARBBOO in the Event of Cancellation is set out at clause 1.4 of this Section 3 (Extent of CARBBOO's Liability).



5. Subsidiary Accounts of the Customer

5.1. From time to time the Customer may wish to Create Additional (Subsidiary) Accounts to the Original Account for Billing or Service purposes. So long as the Subsidiary Accounts are Billable to the Legal Entity stated on the Customer's Original Agreement with CARBBOO then no further Formal Applications are necessary.

5.2. These Terms & Conditions Apply in All Instances when CARBBOO Services are Used regardless of whether the process of setting up Customer Subsidiaries has been Completed in Full or Not.

6. Alteration to these Terms & Conditions

CARBBOO reserves the Right to Alter/Vary these Terms and Conditions in Any respect at its Absolute Discretion. Notice of a Change of these Terms and Conditions will be Deemed served to Account Customers by sending an E-Mail notifying them of the Relevant Alterations and the Date upon which such Alterations Take Effect. Notice of Change of these Terms and Conditions will be Deemed served to All other Customers by the Posting of a Notice on the CARBBOO Website. We suggest that you Print and Obtain a Copy of these Terms and Conditions for your Records.

7. Intellectual Property Ownership

7.1. CARBBOO (and its Licensors, where applicable) shall OWN All Right, Title, and Interest, including All related Intellectual Property Rights, in and to the Website, App and the Services and Any Suggestions, Ideas, Enhancement Requests, Feedback, Recommendations or other Information provided by You or any Other Party relating to the Website, App or the Services.

7.2. These Terms and Conditions Do Not Constitute a Sale and Convey to you Any Rights of Ownership in or related to the Website, App or the Services, or Any Intellectual Property Rights owned by CARBBOO.

7.3. CARBBOO'S Name, Logo and the Product Names associated with the App and Services are Trademarks of CARBBOO or Third Parties, and No Right or License is Granted to use them other than to use our Services in Accordance with these Terms and Conditions.

8. Termination of Account

8.1. Business and Credit/Debit Card Accounts are Terminable by Either Party in Writing on Seven (7) days' Notice at any Time without any Reason being Given and may also with immediate effect be Terminated by CARBBOO without Notice at any Time if any Amount is Due and Unpaid by the Customer.



8.2. CARBBOO may Suspend your Access to the Services at Any Time without Notice to you, if we Reasonably Believe that you have Breached these Terms and Conditions.

8.3. Upon Termination of the Account for whatever Reasons All Sums Payable to or Chargeable by CARBBOO, or otherwise appearing on the Customer's Account, shall become immediately Due and Payable in Full if not already Due and Payable.

9. No Waiver

It is Understood and Agreed that Any Failure by Us or You in Exercising Any Right, Power or Privilege under these Terms and Conditions, will Not Act as a Waiver under this Agreement, nor will Any Single or Partial Exercise of the Right preclude Any further Exercise of Any Right, Power, or Privilege.

10. Severance

If Any Part of these Terms and Conditions are found to be Unlawful, Invalid or Unenforceable, that Part shall be Deemed to be Deleted and the Remaining Part shall Not be Affected and shall Continue to Apply in Full.

11. Third Party Rights

No Rights shall Arise under or in connection with these Terms and Conditions to Any Person who is Not a Party to them.

12. Assignment

The Contract between You and CARBBOO is Personal to You, hence You Cannot Assign your Rights under these Terms and Conditions without our Prior Written Consent.

13. Applicable Law

The Laws of England and Wales Apply to these Terms and Conditions and Any Dispute relating to the Provision of Services by CARBBOO shall be Subject to the Exclusive Jurisdiction of the Courts of England and Wales.



SECTION 4

TERMS AND CONDITIONS (PRICING AND CHARGES)

4.1 Pricing

4.1.1. Prices for our Services can be Obtained on Request and will be provided Automatically at the time of Booking for App or Online Bookings. Journeys within the M25 are Priced on Fixed Route Basis between Postal Districts, or on a Dynamic Mapping Basis using the Fastest Route at the Time the Booking where a Fixed Route does not Apply. Journeys involving a leg Outside of the M25 will be Priced on a Minimum Charge, plus Dynamic Mapping Calculation, unless otherwise agreed.

4.1.2. We will Review our Prices from time to time and may vary them. We will advise Account Customers with Negotiated Rates in Writing before making Any Change to our Prices which is Higher than Inflation (according to the Bank of England's latest published Rates). In the event the Customer does not receive such Notice, the Updated Rates shall nonetheless be Deemed to Apply by the Confirmation by the Customer of the First Booking subject to the New Rates.

4.1.3 For all Customers, Current Prices for any Booking will be Visible by Inputting the Specific Details of such Booking on our Web-Portal or App, having First Logged in to the relevant Account. Quoted Prices may also be confirmed on Booking Confirmation and Amendment E-Mails, subject to the Notifications Settings for the Relevant Account.

4.2 Charges

4.2.1. Charges are Applicable for Each Service Type. Items and Bases of Charging include, but are Not Limited to:

4.2.2. A Minimum Fixed Charge for Every Hiring.

4.2.3. A Charge for Waiting-Time over a Set Threshold will be Applicable as Detailed in the Charges Section.

4.2.4. In the Event of a Vehicle being Soiled by a Passenger, a 'Soiling Charge' will be Applied. For details, please see our Charges Section.

4.2.5. Cancellation Charges as set out in our Cancellation Policy. For details, please see our Charges Section.

4.2.6 A Clean Air Charge to meet various Regulatory Costs Imposed on us. For details, please see our Charges Section.

4.2.7. An Administration Charge of 5% will be Charged to Your Account if you Choose Not to Pay by Direct Debit.



4.2.8. VAT as Appropriate.

4.3. CARBBOO may Offer Free Journeys, Discounts, and other Credits as part of Marketing Promotions. If CARBBOO reasonably believes that a Credit has been obtained Fraudulently, Illegally or in Violation of these Terms and Conditions, it can in its Sole Discretion Remove the Credit from your Account.

4.4. Passengers – Cancellation & Waiting Time Charges

4.4.1 Cancel on Arrival (COA)

- Cancellation – 90 minutes prior to the collection time (No Fee Incurred)
- Cancellation – Dispatched Job (Fee to be Incurred)

4.4.2 Waiting Time

- Standard Pickup – 5 Minutes
- Executive Pickup – 15 Minutes
- Train Pickup – 15 Minutes
- Airport Pickup – 40 Minutes

4.5. Couriers – Cancellation & Waiting Time Charges

4.5.1 Cancel on Arrival (COA):

- Standard bike - £7.20
- Priority Motorbike - £18.50
- Small Van - £19.50
- Parcel Car - £17.50
- Priority Small Van - £40.00
- Transit van - £52.00
- LWB/Luton - £52.00
- Cancellation - 120 minutes prior to the collection time.

4.5.2 Waiting Time (Per Hour):

- Standard bike - £39.00
- Priority Motorbike - £51.00
- Small Van - £39.00
- Parcel Car - £39.00
- Priority Small Van - £51.00
- Transit van - £51.00
- LWB/Luton - £51.00



First 9 minutes and 59 seconds is Free for the Courier to Wait. Once Courier has been there for 10 minutes, the Full 10 minutes is then Chargeable.

It is the Customer's Sole Responsibility to Ensure the Named Contact/Recipient is Available to Accept Delivery at the Designated Destination/Address. Any Additional Charges Incurred due to the Failure of the Named Contact/Recipient(s) Unavailability will be for the Customer's Account.

4.5.3 Important Note about Parcel Car services

Where Parcel Car Service is Booked (or required to be used due to unavailability of the Booked Courier Service) and it is Not Possible for the Driver to Deliver to the Named Contact at the Delivery Destination, we will attempt to Contact the Booker to make Alternative plans.

If No such Plans have been made within 10 minutes of the Driver Arriving at the Delivery Destination, the Driver will Return the Parcel to CARBBOO's Operations centre in Address, and we will Notify the Booker Accordingly. Any Additional Stops and Mileage will be Charged at the Prevailing Rates for the Parcel Car Service Booking.

Similarly, where Parcel Car Service is Booked (or required to be used due to unavailability of the Booked Courier Service), any Parking and Waiting Charges will Apply as for Standard Car Services.

SECTION 5

TERMS AND CONDITIONS (DATA PROTECTION)

CARBBOO is Committed to Protecting and Respecting your Privacy, and this section explains how CARBBOO Collects, Stores, and uses Personal Data. Under the Data Protection Act 1998, CARBBOO is the Data Controller.

5.1. Data Protection: Data types that CARBBOO may Collect, and Store are as follows:

5.1.1. Personal and Company Information that may be provided by the Customer, via a Telephone, Website or from the Mobile Platform, for Booking and use of CARBBOO Services. This includes but is Not Limited to the Customer/Passenger Name, Home/Work Addresses, Telephone Numbers, E-Mail Addresses, and Details of Journeys you have taken with CARBBOO including Times and Location Data.

5.1.2. All Correspondences and Transactions may be Recorded for Future Transactions between CARBBOO and the Customer.



5.1.3. Phone Calls to CARBBOO may be Recorded for Quality and Training Purposes. This includes but not Limited to Enquiries, Bookings, Complains and Sales/Accounts Information.

5.1.4. Website and Booking Platforms Collect cookies to distinguish Customers on the Websites. The Customer can Block cookies by Activating the Setting on their Browser.

5.1.5. The CARBBOO Booking App uses Location-Tracking Technology. When you use One of our Location Enabled Services, we may Collect and Process Information about your Actual Location. The Customer can Turn Off Location Services within the Device, BUT by doing so certain Services may be Unavailable.

5.1.6. The Data is Stored on Secure Servers with Encrypted Backups. All Enquiries on Data Retention, Requests for or Removal of Personal Data from our Records MUST be sent to info@carbboo.com

5.2 Privacy:

5.2.1. CARBBOO will Not Disclose Customers Personal Information unless and Only to the Extent as indicated in these Terms and Conditions, or as required by Any Law or Regulatory Body.

5.2.2. CARBBOO uses the Customer's Personal Information to provide the Company's Services both Internally and to the Customer. The Customer's Information may be used to inform the Customer of any Changes or Updates, and Generally enhance your Experience of our Service.

5.2.3. CARBBOO will Not Disclose Any Personal Information with Other People or Companies outside of our Organisation; however we may Share Aggregated and Anonymised Data of which the Customer's Data may form a part with Third Parties. CARBBOO will take all Steps necessary to Ensure that the Customer's Data is Treated Securely and in accordance with this Privacy Policy.

5.2.4. All Data is Encrypted and Stored on Secure Servers. All Replications and Backups are Encrypted and Secure. Unfortunately, the Transmission of Information via the Intranet is Not Completely Secure. Although we Do our best to Protect your Personal Data, we Cannot Guarantee the Security of your Data transmitted to our Site or our App; any Transmission is at your Own Risk.

5.2.5. If you have already Registered with CARBBOO and would No Longer like to Receive Updates or Promotional Information as described in clause 5.2, just click on the Unsubscribe Link in the Last E-Mail Received.



5.2.6. For Journeys Paid by Credit Card, you Agree that CARBBOO may carry out Pre-Authorisation Checks on the Credit Card and if such Checks Fail, CARBBOO has the Right Not to Provide you with the Services.

5.3. Cookies: Our Website uses Cookies to distinguish you from other users of our Website. This helps us to Provide you with a Good Experience when you Browse our Website and also allows us to improve our Website. You Block Cookies by Activating the Setting on your Browser that Allows you to Refuse the Setting of All or Some Cookies. However, if you use your Browser Settings to Block All Cookies, you may not be able to Access All or Parts of our Website. By using the Website, you expressly Agree to the use of Cookies as described above.

SECTION 6

TERMS AND CONDITIONS (LIMITATION OF LIABILITY)

7.1 Limitation of Liability

7.1.1 Except where the Customer has specifically requested us to arrange Insurance prior to commencement of Transit of the Consignment in question (the "Consignment"), we or our Sub-Contractor (in either case, "Carrier") shall Not be Liable for Any Loss, Mis-Delivery or damage to Livestock, Cash, Jewellery, Furs, Watches, Precious/Non-Ferrous Metals, Stones, Bullion, Scrap, Explosives, and similar Articles.

7.1.2 Carrier shall Not be Liable in respect of Any Loss, Mis-Delivery of or Damage to Any Consignment because of any:

7.1.2.1 Force Majeure Event which shall Mean Any Circumstance beyond the reasonable Control of the Carrier, (including, without limitation, Act of God, Outbreak of Hostilities, Riot, Civil Disturbance, Acts of Terrorism, Act of any Government (including Refusal, Customs Checks or Revocation of Any License or Consent), Fire, Explosion, Flood, Power Failure, Failure of Telecommunication Lines, Fuel Shortage, Strike, Lock Out or other Form of Industrial Action),

7.1.2.2 Seizure or Forfeiture under Legal Process,

7.1.2.3 Act, Omission, or Misrepresentation by the Customer, Owner of the Consignment, Consignee, or Independent Contractor,

7.1.2.4 Inherent Liability to Wastage in Bulk or Weight, Defect/Inherent Defect, Natural Deterioration or Fragility of the Consignment (notwithstanding that it may be marked "Fragile"),



7.1.2.5 Insufficient or Improper Packing, Labelling or Addressing unless it is previously Agreed in Writing that the Carrier shall undertake such task, or

7.1.2.6 Marine Risk

7.1.3 Carrier shall Not in Any Circumstances be Liable for Loss or Damage to the Consignment after Transit is Deemed to have ended, whether Caused or Contributed to by Carrier.

7.1.4 Carrier shall Not in Any Circumstances be Liable for Any Loss or Damage where there has been fraud on the part of the Customer, owner of the Consignment or Consignee, unless the Fraud has been contributed to by Carrier or its Employees Acting in the Course of their Employment.

7.2. Liability for Loss and Damage

7.2.1 Unless otherwise Agreed in Writing, Carrier's Liability for Loss of or Damage to any Consignment shall be Limited to:

7.2.1.1 a Maximum of £100 per Consignment for Someday Service within Great Britain Except for when the Someday Service Delivery is via one of our Approved Sub-Contractors, where the Principal Carrier's Maximum Liability is £100, or

7.2.1.2 the Maximum Liability for Any Item carried by Pedal Cycle or Motorcycle is £100 for Loss or Damage howsoever caused,

7.2.1.3 the Declared value of the Consignment or Three (3) Times the Charge payable to us for International or Overnight Services, whichever Sum is the Lesser, subject Always to a Maximum Liability of £100,

whether or not such Loss or Damage was due to Carrier's Fault or Negligence, its Employees, and Agents or Otherwise. If the Customer wishes to Arrange a Higher Level of Insurance in respect of any Consignment, then it should Notify us, and we may be able to Arrange this at an Additional Charge to the Customer.

7.2.2 Where the Mis-Delivery, Loss or Damage is Only in respect of Part of the Consignment, Carrier's Liability shall be Limited to the Actual Value of that Part or the Proportion of the Sum calculated under paragraph 7.2.1, which that part bears to the value of the total Consignment, whichever is the lower.



7.2.3 Carrier shall in No circumstances, Except in respect of Death or Personal Injury caused by its Negligence, be Liable for Any Consequential, Special, Indirect Loss, Damage Costs, Expenses or other Claims whatsoever (whether for Loss of Profit or Otherwise and whether due to Carrier's Negligence or that of its Employees, Agents or Otherwise) which arise out of or in Connection with the supply of Carrier's Services.

7.2.4 In the event of any claim for loss or damage of a Consignment or part of it, the Customer shall provide us written proof of the value of the Consignment damaged or lost and we shall be entitled to inspect the damaged Consignment.

7.2.5 Carrier shall Only be Liable for Loss or Damage occurring within Great Britain. For Journeys outside Great Britain, Liability shall be Restricted to the Amount of Cover provided by the International Agent or Carrier chosen at our (or our Subcontractor's) absolute discretion. Details of such Cover shall be provided to the Customer upon request.

7.3. Time Limits for Claims

Carrier shall Not be Liable for Loss of Mis-Delivery or Damage to any Consignment unless notified by the Customer of such Loss or Damage in Writing within 7 days of the End of the Transit and the Claim giving details of the Value and the Circumstances of Any Loss is made in Writing within 14 days after the End of Transit. A Claim for Loss or Damage would not be Accepted on a Delivery Note.

7.4. Indemnity to Carrier

7.4.1 The Customer shall Indemnify us against:

7.4.1.1 All Losses suffered by us (including but not Limited to Claims, Demands, Proceedings, Fines, Penalties, Damages, Costs, Expenses and Loss of or Damage to the carrying Vehicle and to other Goods carried) as a Result of Any Breach of these Conditions, Fraud, Error, Omission, or Misrepresentation by the Customer, Owner of the Consignment or Consignee,

7.4.1.2 All Claims and Demands made against us by Any Third Party in Excess of our Liability under these Conditions,

7.4.1.3 All Losses Suffered by and Claims made against us resulting from Loss of or Damage to Property caused by or arising out of the Carriage of Dangerous Goods,

7.4.1.4 All Claims made upon the Carrier by H M Customs and Excise in respect of Dutiable Goods Consigned in Bond, whether or not Transit has Ended or been Suspended.