**HML Circuit Terms & Conditions of Trading**

**Useful Numbers**

**Booking & General Enquiries**

+44 (0) 20 8680 4321

info@hmlcircuit.com

**Sales / Account Openings**

Central London +44 (0) 20 7100 4456

South East +44 (0) 20 8680 4321

Nationwide +44 (0) 20 3151 1234
sales@hmlcircuit.com

1. **DEFINITIONS AND INTERPRETATION**

**“Account”** means a Customer account which has been opened by HML Circuit Group in respect of a particular Customer and which is identified by way of a confidential security number (the “**Customer Account Number**“) allocated to the Customer and under which the HML Circuit Group extends credit terms to the Customer enabling such Customer to pay on a periodic basis, based on statements of account provided by the HML Circuit Group (or as otherwise agreed under the agreed credit terms).

**“Account Booking”** means a Booking that is:

1. made through an Account; and

(ii)           Fulfilled by the HML Circuit Group (as opposed to a Fulfilment Partner).

**“HML Circuit”** means HML Circuit Group Limited incorporated and registered in England and Wales with company number 5086624 whose registered office is at 30 Addiscombe Grove, Croydon, Surrey, CR9 5AY (or such of its subsidiaries or associated companies which provides Services to Customers under these Terms).

**“Booking”** means a booking made by a Customer 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 the Charge payable by a Customer for the cancellation of Services by the Customer as calculated in accordance with the Price List (the Cancellation Fee will be higher where the Collection Address is outside of Central London).

**“Card Payment”**means payment in relation to a Booking by any means other than by cash or cheque, including but not limited to credit card, debit card, Apple Pay and PayPal payments;

**“Central London”** means the areas defined as Zone 1 and Zone 2 for the London Underground as varied from time to time by Transport for London.

**“Charges”** means the charges: (i) shown in the Price List or other published literature; (ii) communicated to the person making the Booking; or (iii) for certain Account Bookings, the price calculated in accordance with charge rates agreed between HML Circuit and the Customer (in each case as applicable).

**“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.

**“Coach Booking”** means a Booking for the provision of a coach pursuant to clause 5.

**“Coach Customer”** means any Customer who makes a Coach Booking.

**“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, any Passengers or the Goods.

**“Contract”** means a contract, which includes journey details, for the provision of Services to Customers in respect of either: (i) Account Bookings (where the Customer contracts with HML Circuit); (ii) Non-Account Bookings (where HML Circuit acts as a disclosed agent of the Driver to arrange the Services and the Customer contracts directly with the Driver as principal); (iii) Non-Account Card Courier Bookings (where the Customer contracts with HML Circuit); and (iv) National Network Bookings (where HML Circuit acts as a disclosed agent of the Fulfilment Partner to arrange the Services and the Customer contracts directly with the Fulfilment Partner as principal), in each case on the terms and conditions (as may vary from time to time) notified to the Customer either at the time of making the Booking or as part of the process of opening an Account. Each such Contract shall incorporate these Terms.

**“Courier Vehicle”** means a vehicle used for the carriage or delivery of Goods.

**“Courier Services”** means: (i) the carriage or delivery of Goods in the UK; and (ii) the delivery of Goods nationally or internationally.

**“Customer”**and**“You”** means any person(s), firm or company which books Services.

**“Destination Address”**means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer, any Passengers or the Goods.

**“Driver”** means any person who drives a Passenger Vehicle or Courier Vehicle.

**“Fulfilment Partner”** means a third party private hire company.

**“Goods”** means any goods transported by us pursuant to a Contract.

**“London Postal Area”**means the areas corresponding to the postcode areas for London, as varied from time to time by the Royal Mail.

**“Minors”** mean children of less than 14 years of age.

**“Network Booking”** means a Booking:

1. for Passenger Services; and

(ii)           that is fulfilled by a Fulfilment Partner (which will generally be in relation to journeys occurring in the UK outside Central London, internationally or involving coaches).

**“Non-Account Booking”** means a Booking that is:

1. not made through an Account; and

(ii)           Arranged by HML Circuit as agent for the Driver and is not fulfilled by a Fulfilment Partner,

Where the Customer elects to pay by cash, cheque or Card Payment.

“**Non-Account Card Courier Bookings**” means a Booking that is:

1. not made through an Account; and

(ii)           in respect of Courier Services, where the Customer elects to pay by Card Payment.

**“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 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 Passenger Vehicle.

**“Passenger Vehicle”** means any vehicle (including a motorcycle adapted for Passenger Services) 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, 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: (i) Courier Services; (ii) Passenger Services; and (iii) 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 Passenger Vehicle or a Courier Vehicle.

**“Waiting Time Charge”** means the Charge payable by the Customer to us in accordance with clauses 3.1.4 or 6.8 as detailed in the Price List.

**“We”**,**“we”**,**“Our”, “our”**,**“Us”**and**“us”** means: (i) in relation to Account Bookings and Non-Account Card Courier Bookings, HML Circuit; (ii) in relation to Non-Account Bookings other than Non-Account Card Courier Bookings, the Driver performing the Services; and (iii) in relation to Network Bookings, the Fulfilment Partner performing the Services.

**“Writing”**and **“Written”** means any written communication including email and SMS.

1. **BOOKING TYPES**

2.1 **Account Bookings**

2.1.1 Prior to making any Account Booking, the Customer must first open an Account with HML Circuit. The Customer must keep its dedicated and secret Customer Account Number confidential.

2.1.2 When making any Account Booking, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Booking and may, at our discretion, treat the Booking as a Non-Account Booking.

2.1.3 We shall be entitled to treat any Account 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.

2.1.4 In consideration of performance of Services in relation to Account Bookings, the Customer shall pay the Charges, the priority fee and any applicable VAT (without set off or deduction), as invoiced by HML Circuit, 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”**).

2.1.5 Payment shall be made by BACS payment, direct debit, Credit / Debit Card or Cheque, telegraphic transfer to such bank account as we shall notify the Customer.

2.1.6 Account Bookings will be charged at an agreed rate. These rate are available upon request.

 2.1.7 We shall invoice the Customer each month in respect of Services performed in relation to Account Bookings 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.

2.1.8 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. HML Circuit reserves the right to suspend services at any time.

2.1.9 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 perform Account Bookings once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

2.1.10 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

2.1.11 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.

2.1.12 In respect of an Account Booking, Customer contracts with HML Circuit for Services.

2.2 **Non-Account Bookings**

2.2.1 In the case of Non-Account Bookings other than Non-Account Card Courier Bookings, we act as the disclosed agent of the Driver for the purpose of arranging and agreeing Non-Account Bookings (other than Non-Account Card Courier Bookings) between the Driver and the relevant Customer. This means that the Driver enters into a Contract as principal with the relevant Customer on, and subject to, these Terms.

2.2.2 In consideration of the provision of Services in relation to Non-Account Bookings other than Non-Account Card Courier Bookings, the Customer must pay for the Services either directly to the Driver by way of cash or cheque, or by way of Card Payment, which will be processed by a third party payment processor on the Driver’s behalf. Where applicable, VAT (where chargeable depending on the individual VAT status of the Driver) may be added to such Charges.

2.3 **Non-Account Card Courier Bookings**

2.3.1 In the case of Non-Account Card Courier Bookings, the Customer contracts directly with HML Circuit as principal.

2.3.2 In consideration of the provision of Services in relation to Non-Account Card Courier Bookings, the Customer must pay HML Circuit for the Services by way of Card Payment, which shall be processed by HML Circuit. Journeys paid by card are subject to handling fees (as detailed in the Journeys Paid by Card Price List) and VAT shall be added to such Charges.

2.4 **Network Bookings**

2.4.1 In the case of Network Bookings, HML Circuit acts as the disclosed agent of the Fulfilment Partner for the purpose of arranging and agreeing Network Bookings between the Fulfilment Partner and the relevant Customer. This means that the Fulfilment Partner enters into a Contract as principal with the relevant Customer on, and subject to, these Terms.

2.4.2 Network Bookings relate to the provision of Passenger Services only. In consideration of the provision of Passenger Services in relation to Network Bookings:

(i)            that are not made through an Account, the Customer must pay for the Passenger Services by way of Card Payment, which will be processed by a third party payment processor on the Fulfilment Partner’s behalf.

(ii)           that are made through an Account, payment will be made to HML Circuit in the same manner and at the same time as set out in clauses 2.1.4 and 2.1.5. Clauses 2.1.1 to 2.1.11 apply equally to Network Bookings that are made through an Account.

Where applicable, VAT will be added at the standard rate to such Charges.

2.4.3 HML Circuit will inform you when a Booking for Passenger Services will be fulfilled by a Fulfilment Partner (and is therefore a Network Booking) by including the name of the Fulfilment Partner in the relevant Booking acceptance. You will also be able to tell that a Booking is a Network Booking because the relevant Passenger Vehicle will not be HML Circuit branded.

1. **PASSENGER SERVICES**

3.1 **Passenger Services – Fees and Charges**

3.1.1 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 Destination Address (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). Where specific charge rates have been agreed by HML Circuit for Account Bookings, the price quoted for Account Bookings will be in accordance with such rates. These will not normally be communicated to persons making an Account Booking unless the Customer requires it.

3.1.2 You may elect to make an “As-Directed Booking” provided your journey: (i) is within the London Postal Area; (ii) is restricted to a driving distance of less than 10 miles in any 1 hour period of hire; and (iii) has a minimum of 3 stops in the period of hire, where the Customer or any Passenger directs the Driver for the period of hire (“**As Directed Booking**”). If the Booking does not meet each of the criteria listed at 3.1.2(i), 3.1.2(ii) and 3.1.2(iii) above, the Quoted Journey pricing structure described in Clause 3.1.1 shall apply. The As Directed Booking price is calculated in accordance with the Price List. As Directed Booking cannot be paid for in cash.

3.1.3 A Cancellation Fee will be chargeable where a pre-ordered Booking (where the Collection Address is within Central London) is cancelled less than 20 minutes before the booked time for collection. A Cancellation Fee will be chargeable where an “as soon as possible” Booking is cancelled 5 or more minutes after the booking is made. In addition, notwithstanding the cancellation time, where:

(i)            a pre-ordered Booking, which is not a Network Booking and where the Collection Address is outside Central London is cancelled;

(ii)           a cancellation is made in relation to a Booking where the Vehicle involved is an S–Class Mercedes or comparable; or

(iii)          a cancellation is made in relation to a Booking to which a Driver or Fulfilment Partner has been pre-allocated,

a Cancellation Fee will be payable.

3.1.4 In relation to the collection of any Passenger(s) from an airport, we will allow a period of free waiting. Waiting time starting from the last known estimated arrival time of an inbound international flight and a domestic flight respectively. We reserve the right to charge the Customer a Waiting Time Charge (calculated in accordance with the Price List), 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: (i) 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 (ii) if the Customer does not provide a flight number, the time which has been specified by the Customer.

3.1.5 Notwithstanding Clause 3.1.4, an entry and parking charge will be payable by the Customer for collections from airports, seaports, international and domestic train terminals inclusive of car parking charges. These charges will be itemised on any invoice to which they relate.

 3.1.6 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.

3.1.7 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).

3.1.8 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 making the relevant Booking.

3.2 **Passenger Services – General**

3.2.1 We shall use reasonable endeavours to provide a Passenger Vehicle which is in good working order and 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.

3.2.2 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 Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. We 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 Passenger Vehicle. Guide dogs are exempt from this requirement and are permitted to be carried in any Passenger Vehicle.

3.2.3 Passengers are not permitted to smoke in any Passenger Vehicle (including using Electronic cigarettes).

3.2.4 Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.

3.2.5 Passengers shall not consume alcohol in any Passenger Vehicle and we and the Driver reserve the right to decline carriage to any Passenger and/or require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.

3.2.6 The transportation of luggage in a Passenger Vehicle shall be permitted at our absolute discretion. Passengers shall remain responsible at all times for their luggage and shall load and unload their own luggage. Subject to clause 3.2.7, we may assist the Customer with the loading and unloading of his/her luggage from the Passenger Vehicle, at our sole discretion.

3.2.7 We do not accept any responsibility for the loss of or damage to any luggage which is transported in a Passenger Vehicle. The Customer acknowledges and accepts that any luggage stored in the 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 Passenger Vehicle.

3.2.8 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.

3.2.9 All Passengers are required to use seatbelts at all times.

3.2.10 We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/guardian’s consent we may allow Minors over the age of 11 to travel unaccompanied. When making a Booking 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 Passenger Vehicle.

3.2.11 We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, inappropriate (including excessive physical contact or display), 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.

3.2.12 We may charge reasonable repair or cleaning charges plus £100 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.

3.2.13 We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle it will be stored by us for a period of 28 days and thereafter we shall be entitled to return, sell, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

1. **COURIER SERVICES**

4.1 **Courier Services – General**

4.1.1 We shall use reasonable endeavours to deliver all Goods consigned for delivery to the delivery address given by the Customer within any time for so doing given by us or within a reasonable period of time and any receipt obtained by us in respect of delivery of Goods shall be conclusive as to time and place of delivery.

4.1.2 The Customer warrants to us that all Goods consigned for delivery are adequately packed and labelled with the details of the identity and the address of the party to whom they are to be delivered as well as the return address of the Customer.

4.1.3 The Customer shall not consign for delivery and we shall not be required to undertake delivery of the following:

(i)            any Goods which are radioactive, toxic, inflammable, explosive, noxious or otherwise of an inherently dangerous nature;

(ii)           any Goods that have an intrinsic value of over £1,000 unless that value has been notified to us, in writing at the time of booking the Services and we have agreed to undertake delivery thereof in writing;

(iii)          any Goods, the possession of which is illegal or which it is illegal to export under English Law or the law of any country to or through which delivery is to be made;

(iv)         any Goods of a perishable nature that may deteriorate in transit;

(v)          any Goods that are fragile and/or that are likely to be damaged in transit unless the precise nature of the Goods has been notified to us in writing at the time of making the Booking and we have agreed to undertake delivery thereof in writing; or

(vi)         any bullion, precious metals, cash (coins or banknotes) precious stones, jewellery, antiques, works of art, livestock, animals or foodstuffs unless the precise nature of the Goods been notified to us, in writing at the time of making the Booking and we have agreed to undertake delivery thereof in writing.

4.1.4 Where the Customer consigns such Goods for delivery as are prohibited by clause 4.1.3:

(i)            we shall be entitled to return, destroy or otherwise dispose of such Goods as we shall, in our absolute discretion, see fit and we shall have no liability to the Customer whatsoever in respect of such Goods howsoever arising, and

(ii)           the Customer shall indemnify us in respect of all resulting costs, expenses and losses incurred by us.

4.1.5 We shall have absolute discretion in respect of any Goods consigned for delivery as to the means of delivery, route and method of delivery, handling, storage and transportation thereof unless agreed otherwise in writing. Delivery shall be complete when the Goods are delivered across the threshold on the ground floor of the Destination Address. Any Quoted Price shall not include negotiating stairs at either the Collection Address or the Destination Address.

4.1.6 We do not insure any Goods consigned for delivery. It is therefore the responsibility of the Customer to ensure that all Goods are appropriately insured. We accept no liability for any loss or damage to any Goods, subject always to clause 6.

4.1.7 Each delivery of Goods shall be accompanied by a delivery note which shows the date of the delivery and any other relevant information. Upon delivery of the Goods, the Customer, having had a reasonable opportunity to inspect the Goods, shall sign the delivery note as confirmation that the Goods have been delivered and that no damage has been caused to the Goods in transit. Where the Customer believes that the Goods have been damaged, the Customer should inform us without delay.

4.1.8 We shall not be responsible to pay any duty, tax or levy due or payable in delivering the Goods save where we have explicitly agreed this in writing at the time of accepting the Booking. Where we have paid any duty, tax or levy arising in delivering the Goods the Customer agrees to reimburse us these payments in addition to the Charges quoted for the Services.

4.1.9 An additional Charge may be levied for Bookings:

(i)            performed after 7.00pm;

(ii)           performed other than on Business Days; and/or

(ii)           where Goods have a dimension exceeding 3ft h x 4ft w x 5ft l.

1. **COACHES**

5.1 All Coach Customers shall be bound by the conditions of carriage which apply specifically to Coach Bookings and which can be found at www.hmlcircuit.com No other provisions of these Terms, save for clause 1 (to the extent applicable) and this clause 5, shall apply to Coach Bookings.

1. **GENERAL**

***Please note that clause 6 applies to all Passenger Services and all Courier Services, whether performed in relation to Account Bookings, Non-Account Bookings, Non-Account Card Courier Bookings or Network Bookings.***

6.1 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. The media by which you are able to make a Booking constitute an invitation to treat and your Booking constitutes an offer to Contract for Services (to HML Circuit, the relevant Driver or the Fulfilment Partner, as applicable) which HML Circuit, the relevant Driver or the Fulfilment Partner (as applicable) can accept (thereby creating a legally binding Contract incorporating these Terms):

(i)            in relation to Account Bookings, Network Bookings and Non-Account Card Courier Bookings, by issuing to you a Booking acceptance (in such form as we may determine from time to time); and

(ii)           in relation to Non-Account Bookings other than Non-Account Card Courier Bookings, by the Driver accepting allocation of the Non-Account Booking (other than Non-Account Card Courier Bookings) and proceeding towards the Collection Address.

6.2 By accepting these Terms, you are also accepting the terms of our privacy policy, which can be found at[www.hmlcircuit.com](http:// www.hmlcircuit.com) . 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.

6.3 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. For your information HML Circuit is registered with The Information Commissioner’s Office, reference number Z2227107.

6.4 We shall be entitled to vary the Price List from time to time.

6.5 We shall be entitled to exercise a lien over any Goods or property belonging to any Passenger until we receive full payment of any Charges due to us.

6.6 We may, in our absolute discretion, decline to accept any Booking.

6.7 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 HML Circuit.

6.8 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 9 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 Passenger Vehicle and all Goods have not been loaded on to the Courier Vehicle as the case may be within 9 or 5 minutes (as applicable) of the later of: (i) the arrival of the Passenger Vehicle or Courier Services vehicle at the Collection Address; and (ii) the booked time for collection, we reserve the right to charge the Customer a Waiting Time Charge (as detailed in the Price List, which will, for the avoidance of doubt, include the first 9 or 5 minutes (as applicable)). 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 or Courier Vehicle at the Destination Address we reserve the right to charge the Customer a Waiting Time Charge (as detailed in the Price List, which will, for the avoidance of doubt, include the first 9 or 5 minutes (as applicable)).

6.9 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.

6.10 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.

6.11 The Customer shall be liable for any damage caused by Passengers to any Passenger Vehicle.

6.12 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:

6.12.1 in relation to the Services, our liability shall not exceed £150;

6.12.2 in the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Passenger Vehicles), our liability shall not exceed £150 unless the Customer has notified us that the Goods have a value in excess of £150 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.

6.13 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.

6.14 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.

6.15 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).

6.16 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.

6.17 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.

6.18 In relation to Network Bookings, we shall to the extent permitted by law, not be liable in any way whatsoever in respect of any claim regarding the provision of the fulfilment or for any act or omission of any Fulfilment Partner.

6.19 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.

6.20 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.

6.21 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](http://www.mobilebroadbandgroup.com/).

6.22 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. Complaints can be sent to accounts@hmlcircuit.com.

6.23 Termination of a 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.

6.24 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 (and in the case of Drivers or Fulfilment Partners, to the offices of HML Circuit) 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 served by email shall be deemed delivered immediately and by registered post shall be deemed served forty eight (48) hours after posting to an address in the United Kingdom or five (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.

6.25 A person who is not a party to any Contract shall not have any rights under or in connection with it.

6.26 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.

6.27 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.

6.28 We reserve the right to amend these Terms. Notice of amendments to these Terms shall be posted on the HML Circuit website.

6.29 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.