

EXTENDED NETWORK AGGREGATED FLEET TERMS (ENAF)

These terms and conditions contain the terms which govern the transportation service provided to you by an Extended Fleet when you make a Booking through the FREENOW App Extended Network where Coolnagour Limited t/a iCabbi (“iCabbi”) provides the intermediation service with the Extended Fleet.

By making a Booking Request through the FREENOW App Extended Network you are bound by this Extended Network Aggregated Fleet Terms for the Transportation Service provided by the Extended Fleet and intermediated by iCabbi in addition to the General Terms and Conditions for FREENOW Users for the use of the FREENOW App.

Please read the below carefully:

1. Definitions

- 1.1. **“Additional Fees”** means those additional fees that may apply to a Trip as set out in clause 7;
- 1.2. **“Applicable Legislation”** means the Local Government (Miscellaneous Provisions) Act 1976, the Private Hire Vehicles (London) Act 1998, London Cab Order 1934, and any other regulations, rules, requirements and policies (including those from time to time stipulated by TfL) relevant to the operation of private hire vehicles, each as amended, extended or re-enacted from time to time.
- 1.3. **“Booking”** is a confirmed Booking Request.
- 1.4. **“Booking Request”** is a request submitted to an Extended Fleet via the FREENOW App for the provision of Transportation Services by the Extended Fleet. When making a booking request the User shall include details of pickup and drop-off locations, time of pickup, type of car, passenger information including name, phone number and number of passengers.
- 1.5. **“Driver”** is an authorised person, licensed in accordance with Applicable Legislation and registered with the Extended Fleet as a driver of a Taxi or PHV (as the case may be) who is the driver for the Trip or Taxi Trip or PHV Trip (respectively).
- 1.6. **“Driver Allocation”** means the point at which the Driver is allocated to perform your Trip. On Driver allocation you will be notified of the Driver’s name, taxi or PHV licence and the details of the Taxi or PHV.
- 1.7. **“Extended Fleet”** means the relevant extended fleet which provides the Transportation Service for a Trip pursuant to a Booking as notified to the User at the point of Fleet Allocation (whether providing Taxi or PHV Transportation Service) and which is part of the Extended Network via the intermediary services of iCabbi.
- 1.8. **“Extended Fleet Services”** means the transportation service offered by the Extended Fleet directly to you.
- 1.9. **“Extended Network”** means the FREENOW App Extended Network as defined in the

FREENOW User GTCs.

- 1.10. **“ENAFI”** are these Extended Network Aggregated Fleet Terms which apply to your Trip.
- 1.11. **“Fleet Allocation”** means the point when an Extended Fleet has accepted a Booking Request and confirmed the offer.
- 1.12. **“FREENOW App”** has the meaning in the FREENOW User GTCs;
- 1.13. **“FREENOW User GTCs”** means the General Terms and Conditions for FREENOW Users;
- 1.14. **“iCabbi”** means Coolnagour Limited t/a iCabbi, a company incorporated and registered in Ireland under company number 484271, whose registered office is Block H, Eastpoint Business Park, Alfie Byrne Road, Dublin 3, D03 XD92, Ireland and “who provides intermediary services to the Extended Fleets by making available the iCabbi Platform to Fleets.
- 1.15. **“Passenger(s)”** means the passenger(s) of the Trip who may or may not be the User as the case may be.
- 1.16. **“Transportation Fare”** means the fare payable for the ground transportation plus any Additional Fees.
- 1.17. **“Transportation Services”** means a ground transportation service provided to Passenger(s) by the Fleet pursuant to a Booking.
- 1.18. **“Trip”** means an instance of the Transportation Services provided by the Extended Fleet to the Passenger or Passengers.
- 1.19. **“Client Fare”** means the price payable by the User for the Trip which includes the Transportation Fare and any Additional Fees charged to the User for the use of the FREENOW App.
- 1.20. **“Users”, “you” or “your”** are persons who have registered with FREENOW for the use of the FREENOW App and the Extended Fleet Network Services, including the “Pay-by-App” service.

2. Scope of these Terms

- 2.1. Any capitalised term not defined herein shall have the meaning given in the FREENOW User GTCs.
- 2.2. These ENAFIs apply to Users of the FREENOW App who have a registered account with FREENOW and a valid User account and who have made a Booking Request through the Extended Fleet on the FREENOW App.
- 2.3. These ENAFIs apply to your Booking which is made with the Extended Fleet in addition to the FREENOW User GTCs.
- 2.4. When making a Booking Request through the FREENOW App to the Extended Fleet you acknowledge that iCabbi provides the intermediation service with the Extended Fleet.
- 2.5. These ENAFIs govern your Trip which is provided by the Extended Fleet.
- 2.6. By making a Booking with an Extended Fleet on the FREENOW App you agree to these ENAFIs.

3. Booking and Trip Contract

- 3.1. You may be notified about the acceptance of your Booking Request by the Extended Fleet in

the FREENOW App. At this point Driver Allocation has taken place and you will be notified of the Driver and Extended Fleet information in the FREENOW App. At this point the contract for the transportation has been made between the User and the Extended Fleet.

- 3.2. If the driver is unable to complete the Booking after Driver Allocation, the Extended Fleet will attempt to allocate an alternative Driver and, in such case, will notify the User of the new Driver and a new Driver Allocation will take place. If the Extended Fleet is unable to find an alternative Driver, the Trip will be cancelled by the Extended Fleet.

4. Extended Fleet Obligations

- 4.1. The Extended Fleet shall:

- 4.1.1. use reasonable care and skill in delivering the Transportation Services;
- 4.1.2. provide the Transportation Services in compliance with all Applicable Legislation and maintain all necessary documents, registrations, licences, permits and authorisations required to operate its business and operations;
- 4.1.3. maintain all insurances (of the appropriate nature and amount) required by law to insure against their obligations and liabilities under the Transportation Services; and
- 4.1.4. ensure the Driver is notified to the User at Driver Allocation shall be the Driver who performs the Trip.

- 4.2. The Extended Fleet shall procure that the Driver shall:

- 4.2.1. perform the Trip using reasonable care and skill;
- 4.2.2. comply with all Applicable Laws, rules and regulations and maintain all documents, registrations, licences, permits and authorisations required to provide the Transportation Services;
- 4.2.3. maintain, where applicable, all insurances (of the appropriate nature and amount) required by law to insure against their obligations and liabilities under the Transportation Services;
- 4.2.4. appear clean and smart;
- 4.2.5. ensure that the Taxi or PHV is clean and tidy;
- 4.2.6. not drive whilst under the influence of alcohol and/or drugs;
- 4.2.7. not smoke in the vehicle (including electronic products);
- 4.2.8. not discriminate against minorities or those with disabilities or act in any way in contravention of the Equality Act 2010 (in the UK) or equivalent EU legislation;
- 4.2.9. not threaten, harass or use violence against any Passenger;
- 4.2.10. not knowingly involve themselves with any fraudulent action including the creation or misuse of credit cards, debit cards or any pre-paid cards;
- 4.2.11. (if the Driver is a driver of a Taxi) not run the meter during a Trip if the Extended Fleet has quoted a Fixed Fare for that Trip;
- 4.2.12. refrain from using car stereos if reasonably requested by the Passenger to do so;

- 4.2.13. be conversant in the English language and able to communicate adequately in any given situation with Passengers; and
- 4.2.14. not use a mobile phone or handheld device whilst driving unless with a Bluetooth headset or other hands-free device and ensure that any communication is safe and kept to a minimum.

5. User obligations

- 5.1. By making a Booking Request you agree to the following terms:
 - 5.1.1. you will at all times comply with these ENAFTs, FREENOW User GTCs and any other terms as may be brought to your attention;
 - 5.1.2. you shall ensure any Passenger under the age of 18 years old shall be accompanied by an adult; and
 - 5.1.3. you shall not, and shall procure that any Passenger shall not, transport illegal or dangerous materials in the vehicle;
 - 5.1.4. you shall comply with all health and safety regulations as notified to you and always wear a seatbelt;
 - 5.1.5. you will co-operate with any reasonable request from the Extended Fleet or Driver reasonably required to fulfil your Trip; and
 - 5.1.6. you will not threaten, harass or use violence against the Driver.

6. Settlement of Transportation Fare

- 6.1. When you make a Booking Request you will be shown the Estimated Fare in the FREENOW App which shall include all relevant fees the Extended Fleet might need to charge such as tolls, airport and other fees (clean air zone fee and any other fees). The User acknowledges and agrees that the actual fare it pays (the Transportation Fare) may exceed Estimated Fare when considering unknowns like cleaning, waiting fees, etc.
- 6.2. Where a trip is provided by the Extended Driver Network, the fees set out in the FREENOW Fee Policy including cancellation and other fees <https://www.free-now.com/uk/passenger-fee-policy-uk/> shall apply as though the journey was being provided by a Taxi Driver or a PHV driver directly via the FREENOW App.
- 6.3. The User acknowledges and agrees that the Transportation may be subject to the Additional Fees as set out in clause 7 (Additional Fees) below.
- 6.4. The User shall pay the Client Fare and any Additional Fees in respect of each Trip. The Extended Fleet has appointed FREENOW through iCabbi to collect the Transportation Fare and any Additional Fees on its behalf and has assigned its payment claim against the User to FREENOW. The payment of the Fare and any Additional Fees by the User to FREENOW shall be in full and final settlement of all sums due to the Extended Fleet by the User in respect of the relevant Trip.
- 6.5. The FREENOW User GTC applicable to Extended Networks will apply to the receipts and billing process and payment terms, including for payments by Pay-by-App, and will be administered by FREENOW in accordance with these terms.

7. Additional Fees

7.1. The fees set out in the FREENOW Fee Policy URL: <https://www.free-now.com/uk/passenger-fee-policy-uk/> will apply.

8. User Queries and/or Complaints

8.1. The User may raise any queries and/or complaints about the Trip by accessing the Help Centre section of the FREENOW App or by email through the following [form](#). FREENOW shall pass any complaints or queries raised by the User to iCabbi who shall pass it to the Extended Fleet and pass on communications between the User and the Extended Fleet. The Extended Fleet will seek to provide a swift response to the query.

9. Disputes Process

9.1. In the event of any dispute the Extended Fleet reserves the right to refer matters to an external independent mediator of its choosing.

10. Liability

10.1. Nothing in these ENAFTs shall limit or exclude the liability of the Extended Fleet:

10.1.1. for death or personal injury caused by its negligence; or

10.1.2. fraud or fraudulent misrepresentation by the Extended Fleet; or

10.1.3. limit or exclude any liability of the Extended Fleet in any way that is not permitted under applicable law.

10.2. Subject to clause 10.1 the Extended Fleet shall not in any circumstance be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

10.2.1. any failure of the systems of the Extended Fleet or any third party that results in the failure or inability to process a Booking;

10.2.2. loss of profits;

10.2.3. loss of business;

10.2.4. depletion of goodwill or similar losses; or

10.2.5. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.3. Subject to clauses 10.1 and 10.2 Extended Fleet's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these ENAFT shall be limited to the Transportation Fare paid or payable by the User to the Extended Fleet in respect of the Trip to which any claim relates.

11. Waiver

A delay or failure to exercise, or the single or partial exercise of, any right or remedy by the Extended Fleet or User shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12. Severance

If any provision or part-provision of these ENAFTs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these ENAFTs.

13. Third Party Rights

These ENAFTs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term in these ENAFTs.

14. Governing Law and Jurisdiction

These ENAFTs and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The User and the Extended Fleet irrevocably agree that 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 ENAFTs or its subject matter or formation.