

# CONDITIONS OF CARRIAGE; PUBLIC SERVICE VEHICLES

# WHO WE ARE

- 1. The following Conditions of Carriage ("Conditions") apply when you travel in any Public Service Vehicle (the "Journey" or "Booking") operated by the licensed Public Service Vehicle ("PSV") Operator, Veezu Midlands Limited ("us", "we"), including when operating as the following brands:
  - Veezu Midlands Limited trading as A2B Radio Cars (https://www.a2bradiocars.com)
  - Veezu Midlands Limited trading as Diamond Cars
  - Veezu Midlands Limited trading as Go Carz

(https://www.a2bradiocars.com) (https://www.diamondcars.co.uk) (https://www.gocarz.co.uk)

# **GENERAL CONDITIONS**

- 2. This document contains the Conditions under which we carry you and applies to anyone undertaking a Journey in one of our PSVs (the "Passenger").
- 3. Journeys may be impacted by factors outside of control such as road works, diversions, exceptional traffic congestion, major events, extreme weather conditions and other unforeseen circumstances. Wherever possible, we will take reasonable steps to advise you of any disruption, but in the event of cancellation, delay, diversion or termination of any Journey we will not be liable for losses, damages, cost or inconvenience that you may suffer as a result.
- 4. For all Journeys the PSV will be driven by a person who holds the appropriate United Kingdom driving license category and associated professional qualifications (the "Driver").
- 5. All telephone calls, including when you call to make a Booking are recorded for training, regulatory & compliance, and monitoring purposes.

### **CONDUCT OF PASSENGERS**

- 6. We reserve the right to refuse you entry, or require you to leave our vehicles or premises at any time, should we have reason to believe that your behaviour jeopardises the safety, security and comfort of others. When travelling with us you must in particular:
  - 6.1. Refrain from smoking either conventional or electronic cigarettes;
  - 6.2. behave in a manner that is not abusive or threatening and does not cause offence to other Passengers, the Driver, our employees, or members of the public;
  - 6.3. refrain from eating and drinking items which make the environment unpleasant for other Passengers or otherwise cause offence;
  - 6.4. refrain from consuming alcohol;
  - 6.5. not carry or transport alcohol on the vehicle if the vehicle is carrying Passengers for the whole or part of a Journey to or from a designated sporting event in England and Wales;
  - 6.6. refrain from playing loud music or operating a personal electronic device at a volume which may be heard by other Passengers;
  - 6.7. refrain from leaving refuse or discarded items on the vehicle;
  - 6.8. not lean out of the vehicle or throw or trail any item or article from the vehicle;



- 6.9. not be wearing soiled clothes nor carrying any soiled items which might stain the seats or interior furnishings;
- 6.10. follow the instructions of the Driver and our employees, and act in a manner which shows due regard for the safety and comfort of the other Passengers, the Driver, our employees and other members of the public;
- 6.11. if the vehicle you are travelling on is fitted with seat belts, you are legally required to wear one;
- 6.12. notify the Driver or one of our employees if immediately if you sustain an injury whilst boarding, travelling on, or alighting from the vehicle;
- 6.13. not travel in any section of the vehicle which is not available for carrying Passengers;
- 6.14. not use any door for a purpose other than that which is indicated by a notice unless under the direction of the Driver or one of our employees;
- 6.15. except in the event of an emergency, not talk to the Driver whilst the vehicle is moving, obstruct the Driver's vision, or otherwise distract the Driver;
- 6.16. have due regard at all times for the needs of the elderly, young, and disabled Passengers;
- 6.17. not distribute leaflets, papers or other articles, or offer anything for sale or collect for charity without our prior written consent;
- 6.18. not interfere with equipment fitted on the vehicle;
- 6.19. not deliberately damage or deface any part of the vehicle;
- 6.20. notify the Driver if you notice any damage to the vehicle.
- 7. Intending Passengers who, in the opinion of the Driver or any of our employees, appear likely to behave in an unsafe or antisocial manner may not be allowed to travel.
- 8. If you are in breach of these and other statutory regulations you are obliged to give your name and address to the Driver or one of our employees, or may be removed from the vehicle including with aid from a Police Officer or Community Support Officer and refused further travel without refund.
- We reserve the right to take any other measures we consider necessary to protect the safety and comfort of our Drivers, Passengers and employees including temporarily or permanently banning you from travelling with us following an incident of misconduct.
- 10. Our vehicles and premises may be fitted with CCTV to record images and, in some cases, sound for security and crime prevention purposes. These recordings will be used solely for the monitoring of safety, security, quality and in support of relevant criminal and civil legal proceedings and complaint investigations. These recordings may be passed to the Police, DVSA, the Traffic Commissioner or other enforcement agencies or prosecuting authorities on their reasonable request.
- 11. All Passengers are required, for the duration of the COVID-19 national emergency in England and Wales, to comply with the applicable Government guidance when travelling on our vehicles and any relevant instructions given to them by the Driver.

### LOST PROPERTY

12. It is your responsibility to ensure you have all your property and belongings safely and securely onboard the vehicle before the journey begins, and to ensure that you take all belongings with when leaving the vehicle.





We cannot accept any responsibility or liability due to the misplacement or loss of any item of your property or your personal belongings.

- 13. Please inform the Driver or any of our employees if you find an item of lost property in one of our vehicles or premises.
- 14. We cannot accept any responsibility or liability resulting from any property left in one of our vehicles or premises.
- 15. Due to limited storage space in our premises, any property handed in and unclaimed can be stored for a maximum of 6 weeks.
- 16. For safety and security the following guidelines will be followed for the handling, storage and disposal of certain items:
  - 16.1. Perishable items will be disposed of.
  - 16.2. Tinned or dried foods may be donated to a Food Bank.
  - 16.3. Unopened alcohol may be donated to charitable local events as raffle prizes etc.
  - 16.4. Medicines and / or prescribed drugs will be safely disposed of.
  - 16.5. Controlled substances / drugs or associated paraphernalia will be reported to the Police.
  - 16.6. Credit / Debit cards will not be held for longer than 24hrs and will either be returned to the issuing bank or shredded and disposed of securely.
  - 16.7. Passports will not be held for longer than 24hrs and will be returned to the issuing office.
  - 16.8. Driving licenses will not be held for longer than 24hrs and will be returned to the DVLA.
  - 16.9. Unclaimed cash will be donated to a charity of our choice.
  - 16.10. Recyclable items will be donated to a charity of our choice.
  - 16.11. Laptops / Mobile Phones / PDAs will be handed to the Police due to the potential security risks associated with personal data.
  - 16.12. Lesser items that are not described above will be disposed of via general waste.
- 17. If you believe you have left an item of personal property in one of our vehicles or at our premises please contact your local Veezu Midlands operator:

A2B Radio Cars – Lost Property

GoCarz & Dimaond Cars – Lost Property

 If you have any questions regarding lost property please contact the Compliance Team at <u>compliance@veezu.co.uk</u>. You can also write to us at: Veezu Holdings Ltd, Raleigh House, Langstone Business Village, Langston, Newport, NP18 2LH.

# **OUR LIABILITY TO YOU**

- 19. We are not liable for any losses or damages caused to you by another Passenger travelling on the vehicle.
- 20. We are not liable for any losses or damage caused to you by self-employed or sub-contracted drivers or





other third parties.

- 21. If Veezu is liable to you in connection with the Journey, its liability will be limited to an amount equal to  $\pounds150.00$  in aggregate.
- 22. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 23. We are not liable for business losses. If you undertake a Journey for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

# HOW WE MAY USE YOUR PERSONAL INFORMATION

24. We will only use your personal information as set out in our Privacy Policy shown on our website <u>www.veezu.co.uk</u>