

## **How to Use SubbHub**

### **Registration & Uploading Licences**

In order to use SubbHub each operator must upload at least one operator licence, one vehicle licence and one driver licence. For each one you will need to enter the licence number and the expiry date. It is your responsibility to ensure this information is correct and also to remove this licence immediately should it be revoked or be invalid for any reason. Where any information is identified by third parties (like other SubbHub members) as incorrect then SubbHub will have the right to amend. If any inaccurate information is reasonably deemed to have been deliberately entered to misguide members then this will be looked on dimly and could ultimately result in the operator in question being removed from SubbHub.

### **Placing a Job on the community**

Placing a job on the system has been made as simple as possible. Only the basic facts of the job should be entered such that another operator can assess their availability to do the job and their willingness to do the job at the stated price (or be able to calculate and offer another price). So, vehicle type required, date, time, start and finish location and a free text area of up to 150 characters. Where for example it might be a day hire you can put "9 hour hire in the Hampshire area with a total of 200 POB mileage".

### **Bidding for a Job on the Community**

SubbHub requires a Subber to offer a price when they are offering a job out. This community is about supporting each others businesses and not an approach to undermine the profitability of the industry. However, for various reasons, the Subbie may wish to offer a price above or below the offer price. You will also offer a vehicle and driver at this point – a demonstration of your ability to supply (you may subsequently agree with the Subber to swap vehicle or driver with an comparable one). When you make your bid the Subber will be able to view your licences and so verify for themselves licence credentials. The Subber will ultimately decide who they allocate the job to. If the job is allocated to another operator then this job will immediately disappear from your 'My Jobs' page. If you are chosen you will get notification of this and you should wish to confirm the booking in your normal manner (outside of SubbHub).

### **Vehicle Definitions**

<b>Vehicle Type</b>	<b>Definition</b>	<b>Example</b>
Executive Saloon and Executive Estate	A vehicle typically of four doors and a capacity of four passengers but more typically used for up to three. The vehicle will be of medium size and with a good level of specification such as leather seating and air conditioning.	Mercedes E class Audi A6 BMW 5 Series
Executive MPV	A vehicle typically of three seating rows with a capacity of between 5 and 8. The vehicle will have a good level of specification such as leather seating and air conditioning.	Mercedes Viano Mercedes V class Chrysler Grand Voyager VW Caravelle

Luxury Saloon	A vehicle typically of four doors and a capacity of four passengers but more typically used for up to three. The vehicle will be of large size and with a good level of specification such as leather seating and air conditioning and from a premium manufacturer.	Mercedes S class BMW 7 Series Audi A8
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## Terms & Conditions

### In Brief:

As a Member you may take up the role of Subber (who offers work to be completed) or Subbee (who offers to complete work for Subber).

An agreement is entered into between these two members when an offer is made, accepted and confirmed. A fixed price or a hire rate will have been agreed at that time and members will have (outside of this community) mutually agreed terms & conditions between themselves for the sub-contract undertaken.

Unless specifically defined elsewhere (and highlighted within your user profile), the terms and conditions for any sub-contract will include the terms set out here, which include:

- Should a Subber cancel a booking which has been confirmed by a Subbee then a £10 administration charge may be raised by Subbee on Subber
- If cancellation occurs within 72 hours of the Pick-up Time then Subber will still pay 40% of the Job Price.
- Where the cancellation is made between 36 hours and 12 hours before the journey then Subber will pay 65% of the Job Price
- Where the cancellation is made on the same day as the booking date then Subber will pay 90% of the Job Price.
- Subbee may be charged by Subber up to 100% of the Job Price where an offer has been accepted by Subber and availability has been reconfirmed by Subbee and subsequently indicates their inability to provide the service or does not show up to complete the Job.
- Payment for the job will be made to the Subbee with 30 days

### 1. Definitions

1.1 In this Agreement, unless the context requires:

"Member" means a member of the SubbHub community

"Subber" means that member which has offered work to be completed

"Subbee" means that member which has offered to complete work for Subber

"Agreement" means these terms together with any terms accepted between Subber and Subbee.

"Job" means a defined piece of work agreed between Subber and Subbee

"Cancellation" means any cancellation by either member of a Job.

"Hire Period" means the period of time set out in the Job or during which the Services are performed, whichever is longer, as amended by agreement or in accordance with this Agreement.

"Offer" means the offer made by a Subbee to a Subber for a defined Job at the defined Price.

"Price" means the price for the Services set out in the Job.

"Services" means the services defined by the Job

"Unacceptable Behaviour" means not wearing a seat-belt, opening or closing doors inappropriately, leaning out of the window of the Vehicle, exceeding the maximum permitted number of Passengers, smoking in the Vehicle, being under the influence of excessive alcohol or under the influence of or in possession of any illegal substance, being violent, aggressive or a danger or potential danger to himself or any other person, being excessively rowdy or being in any way in an unfit state to travel.

"Vehicle" means the car allocated to the job.

"We / us / our" refers to Interesting Concept Limited, a company registered in England with number 5089320 of PinnPoint, 31 Nottingham Road, Stapleford NG9 8AB.

"writing" includes any written paper document, any fax and any email correspondence.

"You / Your" refers to you, the member, person or other legal entity who orders Services from us or Members.

1.2 In this Agreement, except where the context requires otherwise:

(a) words denoting any gender include all genders and words denoting the singular include the plural and vice versa; and

(b) if there is any conflict between the Booking and these Terms, the provisions of the Booking shall prevail.

## **2. Bookings and Cancellations**

2.1 The Job is an offer by one Member to acquire the Services from another Member subject to this Agreement.

2.2 This Agreement applies to the exclusion of any other terms or subject to which the Job is made or purported to be made by you. No variation to these terms is binding unless agreed in writing between the two Members.

2.3 All Jobs must be confirmed by email or booking systems between Members

2.4 The Job will lapse unless an agreement has been made on SubbHub before the Job start date and time.

2.5 An agreement is deemed to be entered into if an Offer is accepted by Subber.

2.6 Any extra requests or alterations to the Job not made at the time of an Agreement (for example, additional pick-up addresses, change of venue and so on) can not necessarily be complied with by Subbee. However, they will use all reasonable efforts to meet Subber's amended requirements although there may be an increase in the Price to reflect any changes.

2.7 Subber may make a Cancellation at any time for a Job, but the Subbee reserves the right to apply a £10 administration fee. Any Bookings cancelled within 72 hours of the Pick-up Time will still mean that Subber has to pay a Price equal to 40% of the fixed Price or 40% of the estimated Price for the. Where the cancellation is made between 36 hours and 12 hours before the journey Subber will have to pay a Price equal to 65% of the fixed Price or 65% of the estimated Price for the Booking; or where a booking is cancelled on the same day as the booking date, 90% of the fixed Price or 90% of the estimated Price for the Booking will be paid by the Subber.

2.8 Subbee may be charged by Subber up to 100% of the Price of a Job where the Offer has been accepted by Subber and availability has been reconfirmed by Subbee and subsequently indicates their inability to provide the service or does not show up to complete the Job.

## **3. Performance of the Services & Responsibilities**

3.1 Subbee agrees to perform the Services to a high standard.

3.2 Subbee chauffeurs will, unless directed otherwise by you, wear a suit, shirt and tie to perform the Services.

3.3 Subbee chauffeurs will use their judgement to drive at reasonable speeds in relation to the prevailing road type and conditions.

3.4 Unless a particular route is detailed within the Job, Subbee chauffeur may use any route to a destination that in his opinion is the best and most convenient route for driving whether or not it is actually the shortest route.

3.6 We will use reasonable endeavours to ensure that the uploaded documents by Members are up to date, accurate and valid. SubbHub accepts no liability if this is not the case.

3.7 Each Member agrees to maintain each document that is uploaded onto SubbHub and further agrees to immediately remove documents that are no longer valid.

## **4. Luggage**

4.1 Subbee will transport a reasonable quantity of luggage accompanying Passengers.

4.2 All property and luggage remains at all times the responsibility of the passengers. We, and the Subbee, accept no responsibility or liability for any loss or damage, no matter how caused, to property or luggage.

## **5. Passenger Behaviour**

5.1 Subber is expressly held responsible for the behaviour of all passengers and for informing them of the provisions of this Agreement. You will indemnify the Subbee and us for any losses, costs or expenses caused by any passenger on demand, whether or not we have first made a claim against that passenger.

5.2 In the event that any passenger is or appears in the opinion of the chauffeur to be carrying out or attempting to carry out any Unacceptable Behaviour, then Subbee may refuse entry to that Passenger to the Vehicle or may terminate the Job or may cease the performance of the Services even if they are not completed and may require that passenger to leave the vehicle. In such circumstances, without prejudice to our other rights and remedies, you must still pay Subbee the full Price for the Job and we

will have no responsibility or liability for any losses or costs to you or any Passenger for any incomplete performance of the Services.

5.3 Subber accepts responsibility and will indemnify us and the Subbee for any internal or external damage to or loss of the vehicle or any of our property caused or incited to be caused by you or any Passenger no matter how the damage is caused.

5.4 Subber will pay for all cleaning and valet costs for the vehicle if any Passenger causes any spillage or suffers from self-inflicted illness or in any other way causes the cleanliness of the Vehicle to be of a lower standard than at the Pick-up Time.

## **6. Price of the Services**

6.1 The Price for the Services is as set out in the Job, subject to amendment in accordance with the Agreement.

6.2 Any fixed Price will be increased by an amount in accordance with our standard hourly rate at the relevant time for any delay or increase in the Hire Period ("delay" in the following circumstances:

- (a) any delay is caused by you or any Passenger for any reason; or
- (b) any delay is caused by severe traffic congestion, accidents, weather conditions or any other cause outside our reasonable control.

6.3 Any amount due in accordance with clause 5 will be added to and form part of the Price.

6.4 Unless agreed otherwise the Price stated is exclusive of the following which will be payable in addition where applicable:

- (a) value added tax (which shall be payable by you subject to receipt of a VAT invoice);
- (b) inclusive of any road or other tolls or additional expenses such as parking;
- (c) chauffeur subsistence and accommodation for overnight stays, where applicable, which unless agreed otherwise in the Job will be subsumed by the Subbee.

## **7. Terms of Payment**

7.1 Subber must pay for all Services provided in accordance with a Job within 30 days of the Services being delivered, or such terms agreed with Subbee before Agreement.

7.2 Members are responsible to agree their own terms of payment with each other but clause 7.1 would be considered a default should no specific agreement be made.

## **8. Warranties and Liability**

8.1 We warrant that our Services will be performed using reasonable care and skill as a facilitator of Private Hire sub-contracts between Operators and in turn as a Member you further warrant your Services will be performed using reasonable care and skill

8.2 Our liability to you in respect of death or personal injury resulting from our negligence shall not be limited. Other than in these respects:

- (a) our total liability to you shall not exceed the lesser of the Price or the money actually received from you for the Services in respect of which a claim has been made; and
- (b) we shall have no liability to you for loss of profits, goodwill, reputation, business contracts, revenue, production, anticipated savings, nor for losses arising from third party claims which arise in connection with the Services nor any other losses or expenses; and
- (c) we shall have no liability to you for any indirect, special or consequential loss, damage, costs or expenses including any labour, or the hiring of a replacement vehicle.

8.3 The exclusions and limitations of liability set out in this Agreement exclude and limit all of our liability to you for all matters arising in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty or otherwise.

8.4 You must indemnify all Members in respect of any claims for loss, damage, injury or expense by any third party arising directly or indirectly from your use of the Services or making them available to a third party including any Passenger or otherwise arising in connection with this Agreement except for death or personal injury to the extent that it results from our negligence.

## **9. Force Majeure**

9.1 Neither party shall be liable for any delay or failure to meet its obligations under this Agreement (other than a payment obligation) due to any cause outside its reasonable control (a "force majeure" situation), which it must notify to the other party as soon as possible. This Clause also applies where the affected party has reasonable grounds to believe that a force majeure situation is imminent whether or not it has actually occurred at that time.

## **10. Confidentiality**

10.1 You and we will both treat all information received from or created for each other marked "confidential" or "private" or reasonably obvious to be confidential as we would treat our own confidential information.

## **11. Termination**

11.1 Either Member may terminate an Agreement or any Booking without liability to the other party by giving notice to the other at any time if:

- (a) the other party commits a material or persistent breach of this Agreement and does not remedy the breach within 14 days of receipt of written notice to do so where the breach can be remedied;
- (b) the other party becomes insolvent or is unable to pay debts as they fall due;
- (c) anything analogous to the foregoing occurs under the law of any jurisdiction in relation to the other party; or
- (d) either party believes on reasonable grounds that any of the events mentioned above is about to occur to the other party.

11.2 Termination for any reason will not release you from the obligation to pay us any sums due, including any costs incurred by us in relation to Bookings for Services that are not yet completely or partially performed.

## **12. Miscellaneous**

12.1 We may subcontract, assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. You may not assign or transfer any of your rights or obligations without our written consent.

12.2 A notice required or permitted to be given under this Agreement shall be in writing and delivered to the other party's registered office or such other address as may at the relevant time have been notified to the party giving the notice. Delivery may be by hand, email, fax or post.

12.3 This Agreement set out the entire understanding of the parties with respect to their subject matter and replace any prior agreements or understandings or representations (unless fraudulent), whether written or oral. You agree that you will not have any right of action against us arising out of or in connection with any such representations unless fraudulent and that you have not relied on any such representations. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 This Agreement do not confer a benefit on any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

12.5 If any provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, its enforceability in any other jurisdiction shall not be affected and nor shall the validity or enforceability of any other provision of this Agreement.

12.6 No waiver of any breach of this Agreement shall be considered a waiver of any subsequent breach of the same or any other provision.

12.7 This Agreement and this contract are governed by English Law and are subject to the exclusive jurisdiction of the English courts.