

1. Definitions and interpretation

1.1. In these Conditions the following definitions apply:

Booking means the Customer's booking for the performance of the Services, placed and confirmed via the Platform;

Conditions means these booking terms and conditions;

Confidential Information means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which has been identified as confidential or which a reasonable business person would regard as confidential;

Contract means the agreement between the Transport Provider and the Customer for the Services, incorporating these Conditions and the Booking;

Customer means the customer of the Platform who places a Booking, or on whose behalf a Booking is placed, as set out in the Booking;

Force Majeure means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract;

Platform means the Groundscope platform, which enables the Customer to make bookings for transport services and via which the Booking has been placed;

Platform Provider means Ground One Limited, trading as GroundScope.

Services means the transport services, as set out in the Booking;

Transport Provider means the provider of the Services, as set out in the Booking.

1.2. In these Conditions, unless the context otherwise requires:

1.2.1. a reference to the Contract includes these Conditions and the Booking;

1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.4. words in the singular include the plural and vice versa;

1.2.5. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made under that legislation.

2. Application of these Conditions

The Booking, as placed and confirmed via the Platform, constitutes a Contract subject to these Conditions. These Conditions apply to and form part of the Contract between the Transport Provider and the Customer.

3. Performance of the Services

3.1. The Services shall be performed by the Transport Provider at the location(s) and time(s) specified in the Booking and in accordance with the service levels specified in its agreement with the Platform Provider or its integrated technology partner. The Services shall be deemed delivered by the Transport Provider on completion of the performance of the Services.

3.2. The Booking may only be amended or cancelled in accordance with the terms of the agreement between the Transport Provider and Platform Provider or its integrated technology partner.

3.3. The Transport Provider shall not be liable for any delay in or failure of performance caused by:

3.3.1. the Customer's failure to attend the location(s) at the time(s) agreed or failure to provide the Transport Provider with adequate instructions for performance of the Services;
or

3.3.2. Force Majeure.

4. Insurance

The Transport Provider shall have and maintain sufficient insurance to cover its obligations and liabilities under this Contract and, in particular, such minimum levels of insurance as may be required by applicable laws and its agreement with the Platform Provider from time to time.

5. Anti-slavery

5.1. The Transport Provider undertakes and warrants that:

5.1.1. neither it nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an MSA Offence);

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and

5.1.2. it shall comply with the Modern Slavery Act 2015.

6. Confidentiality

6.1. Each party shall keep confidential all Confidential Information of the other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

6.1.1. any information which was in the public domain at the date of the Contract;

6.1.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

6.1.3. any information which is independently developed by the receiving party without using information supplied by the disclosing party; or

6.1.4. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

6.2. This clause shall remain in force for a period of five years from the termination or expiry of the Contract.

7. Processing of personal data

The processing of personal data (as defined in the General Data Protection Regulation) in conjunction with the Booking and the performance of the Services shall be governed by the parties' respective agreements with the Platform Provider or its integrated technology partner

8. General

8.1. Entire agreement. The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous

agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

8.2. Variation. No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, both parties.

8.3. Assignment. Neither party shall assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the others' prior written consent.

8.4. No partnership or agency. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it.

8.5. Severance. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

8.6. Waiver. No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

8.7. Compliance with law. Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

8.8. Governing law and jurisdiction. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).