

College Town Connect

Terms and Conditions Service Agreement

College Town Connect offers a personal concierge service including a fully chauffeured transport in a luxury vehicle.

The person accepting this Contract shall be known as “The Hirer”. Upon the Hirer accepting the quotation for the Schedule of Hire he/she shall be deemed to have read, understood and agreed to comply with the following Terms & Conditions, which shall form part of the binding contract between College Town Connect and The Hirer.

Bookings

Reservations are made and in place to reserve a vehicle for the dates and times requested. Full payment is required at time of booking and fully refundable up to 60 days in advance of the scheduled date. If canceled between 60 days and 48 hours in advance, the deposit is NON-REFUNDABLE but is transferable to another available date within a year of the original booking date. If canceled within the 48 hours prior to scheduled date, there is no refund or future credit.

If the booking is made less than two days (48 hours) prior to the actual date of hire, College Town Connect must receive full payment at the making of the booking and will not be available for refund by The Hirer.

If College Town Connect is unable to contact The Hirer or alternative contact person after 60 minutes (1 hour) of the scheduled pickup time, then the ride will be considered a no-show, and The Hirer is fully charged. Exceptions are considered based on flight delays. If there is a flight delay, College Town Connect will charge The Hirer an additional \$25 an hour as needed to accommodate unexpected delays. If possible, College Town Connect will be in communication during these delays. It is understandable if The Hirer is unavailable during flights. If the delay does not impact the planned College Town Connect concierge itinerary then there will not be a \$25 charge for flight delays.

Any extra request of service, pick-up, drop-off, change of location(s), destination(s), or venue(s) to the agreed booking cannot necessarily be entertained, however College Town Connect shall make every effort to meet The Hirer extra requested requirements or changes to the originally agreed schedule. The Hirer understands that in the event that College Town Connect agrees to extra requests, further costs could be applicable in order to accommodate such changes. Any overrun of time booked directly due to spontaneous changes made by the Hirer or any member of his/her party during the booking taking place and accommodated by College Town Connect shall render The Hirer to a surcharge of \$100 per hour. Exception is made for unexpected flight delays as described above in this contract.

College Town Connect accepts payment via credit card. The Hirer authorizes College Town Connect to charge your card for any unpaid balances, damages or fees incurred as outlined in this service.

In the unlikely event that mechanical failure puts a vehicle temporarily out of service, College Town Connect reserves the right to substitute an alternate vehicle from our fleet or from an Affiliate.

Code of Conduct and Safety

College Town Connect mission is to provide a safe and memorable experience to The Hirer and any member of his/her party.

College Town Connect reserves the right to immediately terminate any and all services to unruly and/or abusive passengers. The person making the booking is deemed to be The Hirer and accepts all responsibility as to the conduct of any member of his/her party.

The Law prohibits Alcohol Consumption and drug use.

Alcohol will not be consumed by any passengers under the age of 19. If this is found, College Town Connect services will be terminated immediately and no refund will be given. College Town Connect, by law, is not permitted to provide any alcohol beverages, even those of legal age.

Smoking of any substance will not be permitted in any of College Town Connect vehicles. If anyone in The Hirer's party smokes in the vehicle there will be a charge of \$250 to their credit card for cleaning the vehicle.

The Law prohibits passengers to stand through the sunroof and/or open any doors while the vehicle is in motion. In addition, Vehicles cannot be loaded beyond seating capacity. The Hirer accepts all responsibility as to the conduct of any passengers. College Town Connect reserves the right to expel any person from the vehicle and/or terminate this contract in the event of a violation of any of these conditions by The Hirer or The Hirer's party.

The Hirer shall be responsible and liable for any damage howsoever caused, outside or inside the vehicle(s) by The Hirer or any member of his/her party. This shall be deemed to include incitement to ANY Third Party which results in damage to the vehicle(s) exterior or interior, contents, furnishings or equipment. This is including but not limited to: gum, liquid spillage, vomiting and breakage of lights, monitor/TV screens. In the event of such damage taking place, The Hirer shall be liable for the retail cost of any repairs required to bring the vehicle(s) back to a condition prior to such damage taking place. The Hirer shall accept College Town Connect right to choose which repairer it shall engage to carry out any repairs.

While College Town Connect is happy to and expects to transport personal items of The Hirer and their party, College Town Connect does not take any responsibility for items that

are left in the vehicle during or after completion of the service period. Any valuables left in the vehicle(s) by The Hirer, or his/her party members are at The Hirer's own risk and College Town Connect shall accept no liability whatsoever for any losses incurred.

Road Conditions

The Hirer acknowledges and accepts that unique risks exist because of the inherent uncertainties in acts of nature, breakdowns, road conditions, unanticipated traffic conditions caused by accidents and any situation beyond our control that may occur or become known subsequent to College Town Connect booking of its services which will affect scheduled timelines and cause delays.

College Town Connect is not responsible for delays or the termination of services caused by unsafe road conditions such as, but not limited to, icing of roads .

Although it is College Town Connect goal to adhere to the agreed upon schedule, due to the unpredictability of road work, congestion, detours and closures College Town Connect cannot guarantee your vehicle will arrive exactly at the time requested. If this is important to The Hirer, it is recommended that The Hirer coordinate with College Town Connect to build in extra time at the time of booking to account for any unforeseen circumstances.

Indemnification of Risk

Given the nature of the services provided by College Town Connect, The Hirer acknowledges that during the service of College Town Connect is not responsible or liable for delay or cancellation of the booking due in full or in part to any of the following situations arising; adverse weather conditions (such as ice, snow, flood or high winds) official road diversions, road traffic accident, mechanical, electrical or material failure of the vehicle howsoever caused. College Town Connect will only be responsible for making up lost time at a mutually agreed date.

In the aforementioned unlikely event occurring, College Town Connect shall make every effort for the immediate return of service of the vehicle(s) for the continuation of The Hirer's booking. In the event that immediate return to the provision of the booked service is not possible, College Town Connect shall make every endeavor to provide a similar replacement vehicle(s) or alternative(s) at College Town Connect discretion.

College Town Connect shall accept no further liability for any loss, costs or expenses incurred by The Hirer or any member of his/her party as a direct or indirect result of College Town Connect not being able to provide or complete the service booked by The Hirer. Notwithstanding the exclusions of liability contained herein but without in any way limiting their effect or generality, if there is found to be any finding or liability or responsibility whatsoever on the part of College Town Connect which in any way relates to or arises from the services offered, such liability and/or responsibility shall cease and forever be extinguished from and after the date which is thirty (30) days from the date of service.

In no event, shall any liability or responsibility of College Town Connect exceed the fees charged by College Town Connect to The Hirer for the services provided (excluding any arms' length disbursements or expenditures made or incurred by The Hirer as a result thereof and reimbursed by The Hirer.)

Health and Safety is College Town Connect number one priority. Though College Town Connect adheres to the highest degree of integrity and employs highly trained professionals to operate their vehicles and adhere to all traffic laws when providing its services, the risk of a traffic accident is a possibility when providing such services. College Town Connect is not liable for any injuries or death as a result of the actions of any of one or more of The Hirer or any member of his/her party.

In consideration of the provision of services by College Town Connect, The Hirer agrees to defend, indemnify and hold College Town Connect and its employees and agents harmless from and against any and all claims, liabilities, damages, causes of action, judgements, costs or expenses (including reasonable legal fees and disbursements(resulting from or arising by reason of the death or bodily injury to persons, damage to property, or other loss , whether related to an accident occurring as a result of carrying out the services, and whether or not resulting from College Town Connect negligent actions or omissions. This indemnification shall include and extend to any and all third-party claims brought or threatened against College Town Connect under any federal or provincial law or statute as a result of College Town Connect services. In addition to and notwithstanding the foregoing, the Hirer further agrees to unconditionally and irrevocably releases College Town Connect from, and not to bring any claims against College Town Connect in connection with, any of the aforementioned claims or causes.

I agree to the terms and conditions of this agreement.

I declare that I am over the age of (19) nineteen and I sign with full agreement and understanding of the terms and conditions described above. I accept full responsibility for other persons in my party. [Please attached a copy of valid driver's license.]

Signature _____

Date _____