

HertsLynx Terms & Conditions of Use

Effective Date: 27/06/2023

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1. Introduction and Eligibility

- 1.1** The Terms & Conditions ("**Terms**") detailed here, and as amended from time to time, are those which apply to all the Services provided by HertsLynx, including those relating to and utilising any digital content via the HertsLynx application ("the App") and/or website ("the Website"). In these Terms, "**HertsLynx**," "**we**," "**us**" means HertsLynx, as the provider of the Services, and "**You**" and "**User(s)**" shall mean the users of the Services.
- 1.2** Please read these Terms carefully before purchasing a ticket or a pass, making a Journey, Reservation, or utilising any of the Services. By using the App, the Website or phonenumber, you agree to these Terms, and you accept the Terms each time you use or access the Services. If you do not accept these Terms, you must not use or access the Services. Phonenumber Users will be given the opportunity to request an email copy of these Terms, but will still be bound by the Terms if they do not do so. Users will still be bound by the Terms, even if they do not read them.
- 1.3** The Terms are a legally binding contract with you, governing the use and provision of the Services provided by us to you. The Terms may change, and you agree that you will check for amendments regularly. Your continued use of the Services will mean that you have accepted any changes made to the Terms, whether or not you have checked and/or are aware of them. If you do not accept any changes made to the Terms, you must stop using or accessing the Services.
- 1.4** These Terms include the HertsLynx Privacy Policy, which can be found here <https://padam-public-assets.s3.eu-west-1.amazonaws.com/hcc/links/Privacy+statement.pdf> and is incorporated by reference. HertsLynx will use any personal data we collect through your use of the App, the Website and the Services in accordance with the said Privacy Policy.

1.5 Staff or employees working for on or behalf of HertsLynx, or any partner operator or company, have no authority to make any individual, temporary or permanent exceptions or amendments to these Terms

2. The Services

2.1 **“Services”** means the use or availability of any of the App, the Website or phone service under HertsLynx’s control, whether partial or otherwise, in connection with the provision of HertsLynx’s online platform that connects Users with vehicle-sharing transportation along with any transportation ensuing from such use. Each reservation a User makes for such vehicle-sharing transportation utilising the App, the Website or phone service is a **“Reservation,”** and each journey taken through a Reservation is a **“Journey”**.

2.2 Eligibility

2.2.1 No one under the age of 18 is allowed to register with or use the Services without consent from a parent or guardian. If you are under the age of 18, by registering for and using the Services, you warrant and represent that you have consent to do so from a parent or guardian. If you are a parent or guardian of a minor who has registered for or used the Services without your consent, please contact us at:

hertslynxsupport@hertfordshire.gov.uk.

2.2.2 You may use the Services on behalf of a third-party company, entity, or organisation (**“Organisation”**). If you do, then you represent and warrant that you:

2.2.2.1 are an authorized representative of that Organisation.

2.2.2.2 have the authority to bind that Organisation to these Terms; and

2.2.2.3 agree to be bound by the Terms on behalf of that Organisation.

2.2.3 HertsLynx, at its absolute discretion, reserves the right to temporarily or permanently suspend any User from using any or all of the Services.

3. Registration and Accounts

3.1 To use the Services, you will need to set up an account in order to log-in to the App or the Website or book over the phone. You may need to provide a username, password, and mobile phone number, depending on the booking method you choose. Your account is personal to you, and you may not share your account details with, or allow access to your account by, any third party. You will be responsible for all activity that occurs under your account (including, without limitation, the behaviour of any other people that travel on a Journey for which you have made the Reservation). You agree to take reasonable steps to keep your account details secure and to otherwise prevent unauthorised access to your account or use of the Services. In particular, you will take reasonable steps to preserve the confidentiality and security of your username and password, and any device that you use to access the Services. You will be solely responsible for any losses incurred by us or any of our HertsLynx operational partners due to any unauthorized use of your account.

3.2 You are responsible for your log-in details and for keeping them up to date and accurate. You warrant that any information you provide to us in connection with the Services or their use will be true, accurate, current and complete.

3.3 The App is available to download from the Google Play Store and the Apple App Store. You may be required to agree to third party terms and conditions to be able to complete any downloads. You should read such terms carefully. We will have no liability to you arising out of any third-party terms and conditions that you agree to in order to be able to access the Services.

- 3.4** You may also create an account over the phone. Details are on the Website. You will be required to provide personal details to set up an account and you will be bound by these Terms.
- 3.5** You agree to notify us immediately if you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party. You agree to immediately notify HertsLynx by e-mail to:

hertslynxsupport@hertfordshire.gov.uk

4. Payment and Billing

- 4.1 Fee.** HertsLynx charges a fee (the “**Fee**”) for use of the Services. You will be charged a Fee for your trip at the point of booking, using your preferred method of payment. If your payment cannot be validated, your booking will not be confirmed. The Fees will be shown on the App or the Website at the time of purchase. If booking over the phone, you will be informed of the amount of the Fee. The Fees are subject to change, and we will endeavour to provide reasonable notice of any such changes.
- 4.2 Cancellation.** If you cancel your Journey less than 30 minutes before your Reservation time, you will still be charged the Fee. Repeated cancellations may result in the suspension of your account, at HertsLynx’s sole discretion. Cancellations by Hertslynx may occur due to reasons including, but not limited to, vehicle breakdown, traffic and weather conditions. In the unfortunate event that we have to cancel or curtail a Reservation or a Journey, you will be entitled to a refund, but we will not, in any circumstances, be liable for any other losses or costs that you may incur arising directly or indirectly from a cancellation.
- 4.3 No-Show.** If you are not present at the time and place designated in your Reservation, your Fee will be payable and will not be refunded. Repeated “no-shows” may result in the suspension of your account, at HertsLynx’s sole discretion. HertsLynx runs on a real-time booking and dispatch system. Timings are given as estimates and are not guaranteed.

- 4.4 Cleaning/Damage Fees.** An additional Fee may be payable by you, if the interior or exterior of the HertsLynx vehicle is damaged or dirtied as a result of your actions or those of any persons travelling on your Reservation. That would include, but not be limited to, aggressive slamming of doors, soiled clothing, spillage of food or drink or vomiting. The Fee would cover the cost of cleaning or repair of the vehicle and an allowance for any time the vehicle is out of service to carry out the cleaning and/or repairs.
- 4.5 Passes and Concessions.** Concessionary passes are valid for use on the Services on their applicable terms. To receive the applicable concessionary Fees, details of the pass must either be logged on your account or provided to the booking agent when Reservations are made. Any concessions that may otherwise have been valid will not be applied retrospectively once a full Fee has been applied. When boarding a vehicle for your Journey, you will be requested to show your pass. If you fail to show a valid pass you may be denied carriage or asked to pay the appropriate Fee for the Journey.
- 4.6 Credits and Promotional Codes.** You may purchase credit towards future Journeys. Purchases of credit are non-refundable and may only be used with the Services. From time to time, HertsLynx may offer promotional codes with varying features and rates that are redeemable for credit. Any such promotional code is valid until its stated expiration date. Repeated misuse of promotional codes may result in your account being suspended.
- 4.7 Government Bus Fare Cap Grant Scheme.** HertsLynx has participated in the Government's Bus Fare Cap Grant Scheme and will continue to do so until it comes to an end. If applicable, details of the Fees payable under the Scheme will be available on the APP, the Website or over the phone.
- 4.8 Additional Guests.** When you make a Reservation, you must indicate how many people are travelling in your party. If you do not, we reserve the right to refuse to provide the Services to additional guests or charge an additional Fee. If you make a Reservation and multiple people are traveling in your party, you, as the account associated with the Reservation, are responsible for the conduct of everybody traveling in your party.

5. Communications & Notices

- 5.1 Communications.** HertsLynx may communicate with you by email, text message or push notifications with regard to the Services. You agree to receive email from us at the email address you provided to us for setting up your account.
- 5.2 Electronic Notices.** By using the Services or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Services or sending an email to you. You may also have a legal right to receive any such notice in writing. If you do wish to receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please email us at hertslynxsupport@hertfordshire.gov.uk.
- 5.3 SMS Text Messages.** We may send SMS text messages to the phone number you provided when opening an account; (i) when you register with the Services, (ii) when you make a Reservation, (iii) when your vehicle is approaching the designated pick-up location, (iv) when your vehicle is at the designated pick-up location, (v) when you request a receipt for your Journey and (vi) when you reset your password with the Services. Text message and data rates, as determined by your provider, may apply. By registering with the Services, you consent to receiving these SMS text messages.

6. Intellectual Property Rights and Third Party Content

- 6.1 User Content.** The Services may provide Users with the ability to post content ("**User Content**"). HertsLynx claims no ownership over User Content. You represent and warrant that: (i) you own the content posted by you on or through the Services or otherwise have the right to grant the licence set forth in these Terms, (ii) the posting and use of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity, and (iii) the posting of User Content on the Services does not result in a breach of contract between you and a third party. You

agree to pay for all royalties, fees, and any other monies owing to any person by reason of content you post on or through the Services. You also acknowledge and agree that your User Content is non-confidential and non-proprietary.

- 6.2 HertsLynx's use of User Content.** By posting User Content on or through the Services, and subject to HertsLynx's Privacy Policy, you grant HertsLynx a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, transferable right to license, sublicense, use, view, copy, adapt, sell, transfer, modify, remove, publish, transmit, distribute, broadcast, stream, perform or publicly display your User Content for any purpose without compensation to you, including for the purpose of promoting HertsLynx and its Services. While we will try our best to not use your User Content in a way that may be objectionable to you, you waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. Please e-mail us at hertslynxsupport@hertfordshire.gov.uk if you believe your User Content is being used in an objectionable manner and we will do what we reasonably can to remedy such use of your User Content. The license granted in this paragraph will continue even after you stop using the Services. HertsLynx reserves the right to remove, refuse to accept, post, display, or transmit any User Content at its sole discretion.
- 6.3 HertsLynx Intellectual Property.** You understand and agree that you will not obtain as a result of your use of the Services, any right, title, or interest in or to any content delivered via the Services or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets or other rights) in or arising from the Services.
- 6.4 Additional Licenses.** Certain materials made available for download from or through the Services may be subject to additional or third-party license terms and conditions. The Services contains content from Users and other HertsLynx licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content in or arising from your use of the Services.

6.5 User Suggestions and Submissions. We appreciate hearing from our Users and welcome comments regarding the Services. Please be advised, however, that when Users send us suggestions, inventions, enhancement requests, feedback, recommendations, or materials (“Suggestions”):

6.5.1 We will not be under any contractual obligation to acknowledge or act on any Suggestion;

6.5.2 You agree that we will own any intellectual property rights arising from the implementation of any Suggestion or any such intellectual property rights derived from said Suggestion;

6.5.3 The Suggestion will not be subject to any obligation of confidentiality and we shall not be liable for any use or disclosure of the Suggestion; and

6.5.4 We will be entitled to unrestricted use of the Suggestion for any purpose whatsoever, commercial, or otherwise, without compensation to you or any other person.

6.6 We do not represent or guarantee the truthfulness, accuracy, or reliability of content that is posted by third parties (“**Third-Party Content**”). You accept that any reliance on material posted by other Users or third-party service providers will be at your own risk. While we will use reasonable endeavours to remove such content, by using the Services, you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate. HertsLynx does not endorse any, nor is it responsible for, Third-Party Content on the Services. HertsLynx may review and remove any Third-Party Content at any time for any reason, including activity which, in its sole judgment contravenes these Terms, violates applicable laws, rules, or regulations; is abusive, disruptive, offensive, or illegal; or violates the rights of, or harms or threatens the safety of, Users of the Services.

7. Use of the Services

7.1 User’s Behaviour. In addition to these Terms, all Users undertaking a Journey will be subject to and will comply with any terms of carriage of any

HertsLynx partners of third-party operators of the Services. In the event that there is a conflict between these Terms and the terms of carriage of any HertsLynx partners of third-party operators of the Services, the said terms of carriage will apply. You are responsible for your actions when using and relying on the Services or content available on the Services, and must abide by the following:

- 7.1.1 Passengers must wear a seat belt and remain seated while the vehicle is moving.
- 7.1.2 Passengers must not distract the driver while the vehicle is moving, except in an emergency.
- 7.1.3 Please note, HertsLynx do not provide or supply child or booster seats.
- 7.1.4 Passengers should avoid eating or drinking when in the vehicle.
- 7.1.5 Passengers must use mobile phones and other electronic devices in a considerate manner that will not distract or annoy the driver or other Users of the Services. Passengers must not play music that is audible or distracting to other Users or the driver.
- 7.1.6 Passengers must not smoke or vape when in the vehicle.
- 7.1.7 Personal belongings are carried at owner's risk and driver's discretion and customers are responsible for the safe handling and stowage during a Journey. No more than one large suitcase is allowed per passenger.
- 7.1.8 Passengers should not block the aisle, exit or emergency exit of the vehicle, for example with bags.
- 7.1.9 Passengers should refrain from any anti-social or unsafe behaviour and must behave in a lawful, sensible and reasonable manner whilst on the vehicle, at any pickup or set-down point and in any dealings with us. Passengers must not behave in a manner that is, or may be perceived to be threatening, abusive, or causes offence, discomfort, damage, injury or inconvenience to other Users or the staff and employees of HertsLynx or their operational partners.
- 7.1.10 All Users, whether on a Journey or making a Reservation or otherwise using the Services will respect those employees and staff engaged in providing the Services, whether on a vehicle or not. All employees engaged in the provision of the Services have the right to be treated with consideration, dignity and respect. Aggressive or abusive behaviour includes language (whether verbal or written) that may cause employees to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness, the use of swear words in written or verbal

communication will not be tolerated and these communications will not be responded to. Swearing at members of staff will not be tolerated. We consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations, to be abusive behaviour. Inappropriate comments relating to ethnicity, gender, religion and sexuality are also considered to be abusive behaviour.

- 7.1.11 Any passengers who board or attempt to board any vehicle whilst under the influence of drink or drugs (medicines excepted) may be refused carriage or asked to leave the vehicle, and no refund of any Fee will be provided. Passengers must not consume any alcoholic drink or drugs (medicines excepted) during a Journey.
- 7.1.12 Passengers must follow any request or instruction from the driver.
- 7.1.13 Our vehicles have a designated wheelchair space for passengers using a wheelchair. Small prams and folded buggies may be carried subject to space being available. Users must vacate the wheelchair space when it is needed by a wheelchair user or when requested to do so by the driver.
- 7.1.14 Passengers must not leave any belongings or litter behind when leaving the vehicle.
- 7.1.14 Passengers should not carry any items that could constitute a safety hazard, for example, weapons, hazardous materials or insecurely packed/wrapped fragile items that could break.
- 7.1.15 Standard adult bikes and electric bikes or scooters (battery operated) are not allowed on-board.
- 7.1.16 Folding scooters and foldable bicycles (e.g. Brompton bikes) are allowed but must be folded before boarding the vehicle.
- 7.1.17 Passengers are welcome to travel with an assistance dog. No other animals are allowed to travel on our services.
- 7.1.18 Passengers should report any suspicious or dangerous items or behaviour, but only when it is safe to do so.
- 7.1.19 HertsLynx reserves the right to refuse carriage, at its sole discretion.
- 7.1.20 Users acknowledge and consent to the use of CCTV on our vehicles, recording images and sound, for the purposes of safety, security and crime prevention, which may be shared with the police or prosecuting authorities as evidence in legal proceedings. All CCTV will be operated in accordance with relevant legislation.

7.2 **Use of Services.** You agree to use the Services only for their intended purpose. You must use the Services in compliance with all privacy, data

protection, intellectual property, and other applicable laws. The following uses of the Services are prohibited. You may not:

- 7.2.1** attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Services, User accounts, or the technology and equipment supporting the Services.
- 7.2.2** frame, mirror, or link to any aspect of the the Services without permission.
- 7.2.3** use data mining, robots, web spiders, viruses or worms or other data gathering devices on or through the Services, including any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Services.
- 7.2.4** post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity.
- 7.2.5** disclose personal information about another person, or post, send or store infringing, obscene, threatening, libellous or otherwise tortious material, including material that is harmful to children, violates the rights of third parties, or is intended to harass, abuse, or degrade another person.
- 7.2.6** sell, transfer, or assign any of your rights to use the Services to a third party without our express written consent.
- 7.2.7** post advertising or marketing links or content, including spam or otherwise duplicative and unsolicited messages, except as specifically allowed by these Terms.
- 7.2.8** use the Services in an illegal way or to commit an illegal act in relation to the Service or that otherwise results in fines, penalties, and other liability to HertsLynx or others; or
- 7.2.9** access the Services from a jurisdiction where it is illegal or unauthorized.

8. Consequences of Violating These Terms

- 8.1** If you do not act acceptably and in accordance with these Terms, we may prohibit your use of the Services. Additionally, we reserve the right to suspend or terminate your account and prevent access to the Services for any reason, at our discretion.
- 8.2** We reserve the right to fully investigate and prosecute violations of the law and may involve and cooperate with law enforcement authorities in prosecuting Users to violate these Terms in a criminal manner.
- 8.3** You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Services.

9. Liability

- 9.1 We are not liable for the actions of Users when they use the Services.
- 9.2 We do not guarantee the quality or accuracy of any content you view using the Services, including the App, the Website or any other websites.
- 9.3 We may change, suspend, or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any feature, without notice or liability.
- 9.4 We are not responsible for any disputes or disagreements between you and any third party you interact with using the Services. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release HertsLynx of all claims, demands, and damages in disputes among Users of the Services. You also agree not to involve us in such disputes.
- 9.5 We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Services or the Services themselves. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider,

or the quality or nature of third-party products or services obtained through the Services. You use the Services at your own risk.

9.6 The Services may include links to third-party websites and applications, including opportunities to purchase goods and services from, or participate in special contests, sweepstakes, and other promotions (“Promotions”) of our business partners, charities, sponsors or other third parties (“Third-Party Partners”). You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the Services.

9.7 **Disclaimer.** Users use the Services at their own risk and we give no guarantees or warranties relating to the Services. As set out below, Hertslynx disclaims all warranties to the extent permitted by law and for the purposes of this Clause “**Released Parties**” shall include HertsLynx and its affiliates, officers, directors, employees, agents, partners, and licensors:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; (C) THE SERVICES OR THE SERVER THAT MAKES ANY ASPECT OF THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. HERTSLYNX

MAKES NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED FROM THIRD PARTIES THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND ANY THIRD-PARTY SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. General Terms

These Terms are governed by the laws of England and Wales and constitute the entire agreement between you and HertsLynx concerning your use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.