

PARTNERSHIP AGREEMENT BETWEEN SKI TRANSFER FINDER AND TRANSFER OPERATOR

This Partnership Agreement is entered into by and between Ski Transfer Finder a division of Walberg Group LP ("The Company," "STF", "we" or "our") and the entity and/or individual who enters into this Partnership Agreement ("Transfer Operator" or "you"), and is made effective as of the date that you click through this Agreement, physically sign it, or receive an electronic copy of it and continue to use the Ski Transfer Finder Services. This Agreement sets out the terms and conditions under which Transfer Operator may utilize the Ski Transfer Finder Services.

This Partnership Agreement

Ski Transfer Finder website ("Website") is owned by Walberg Group LP ("Company"), registered in the Republic of Ireland, company number is LP2077, whose registered address is at Office No. 5 Unit D3 M4 Business Park Celbridge County Kildare W23

This Agreement becomes a legally binding contract entered into by you:

By clicking on the "[register your fleet](#)" button in the signup page on the Ski Transfer Finder at www.ski-transfer.com, followed by submitting this registration form . By submitting this form you confirm that you read and agree our [Terms and Conditions](#) and our [Privacy Policy](#).

This Partnership Agreement is provided to you in English. We recommend that you download or print a copy of this Agreement for your records, which you can do by clicking on the [\(LINK for downloading PDF \)](#) on this page.

Whereas:

1. The Company has developed a quoting, booking and invoicing system through which passengers may order transport services from registered Transfer Operators.
2. The Company wishes to act as agent on behalf of the Transfer Operator to provide/supply passengers to the Transfer Operator or licensed taxis, licensed private hire companies and licensed private hire drivers on the provisions of these Terms and Conditions.
3. The Company provides an independent online service which enables users of Ski Transfer Finder website to research and compare transfer services, provided by Transfer Operators.
4. **Comparison service is free to use.** The Company receives a commission fee from the transfer service operators The commission fee is automatically deducted by the Company from the booking price, calculated using the pricing settings entered by the Transfer Operator through the Ski Transfer Finder Software.
5. The Transfer Operator agrees to provide the Company with accurate availability of its Drivers and their vehicles for which it requires passengers, via the Ski Transfer Finder, under the terms and conditions set forth below.
6. The Company's provisions on collection and use of personal information in connection with the Services is as provided in Ski Transfer Finder Privacy Policy located at [\(Privacy Policy\)](#)

1. Definitions and interpretation

1.1. In these Terms and Conditions:

"Affiliate" means a company, firm or individual that Controls, is controlled by, or is under common Control with the relevant company or firm;

"Business Day" means any weekday, other than a bank or public holiday in the European Union and Switzerland;

"Business Hours" means between 09:00 and 17:30 on a Business Day by Central European Time;

"Commission Fee" means the fee charged by the Company to the Transfer Operator for the provision of a passenger for a journey booked through the Ski Transfer Finder as calculated in accordance with section 6;

"Confidential Information" means:

- a) any information supplied (whether supplied in writing, orally or otherwise) by one party to the other party marked as "confidential",
- b) any information described as "confidential" or reasonably understood to be confidential; and
- c) these Terms and Conditions;

"Customer" the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred;

"Drivers" means the drivers engaged by the Transfer Operator;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including, without limitation, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registerable or unregistrable, registered or unregistered, including any application or right of application for such rights and including, without limitation, copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"IPR Infringement Claim" has the meaning set out in clause 8.4(a);

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Service Level Guidelines" means the recommended service levels set out in additionally to General Terms of this partnership agreement;([Service Level Guidelines](#))

"Services" means the provision of taxi or private hire services to passengers by the Transfer Operator for which the Ski Transfer Finder solicits orders;

"Ski Transfer Finder" and "Ski Transfer Finder Software" means the proprietary software

system developed by the Company to provide quotes, bookings and the invoicing system through which the Company will offer journeys to the Transfer Operator under the brand name "Ski Transfer Finder";

"**Transfer Operator**" shall refer to an enterprise that provides transport services via the use of their own vehicles

1.2. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- b) any subordinate legislation made under that statute or statutory provision.

1.3. The clause headings do not affect the interpretation of these Terms and Conditions.

1.4. In these Terms and Conditions, "persons" include companies, partnerships, limited liability partnerships, sole proprietors, unincorporated associations and trusts.

2. **Appointment**

2.1. The Transfer Operator appoints the Company for the Term as its non-exclusive agent to provide an independent online service, which enables users of Ski Transfer Finder website to research and compare transfer services provided by Transfer Operators, to arrange and schedule transportation.

2.2. The Transfer Operator appoints The Company to collect from the Customer and pay to the Transfer Operator all amounts due to him arising from this Partnership Agreement.

2.3. The parties acknowledge and agree that the Transfer Operator is responsible for the fulfillment of the Services and that the Company is not.

2.4. The Parties acknowledge and agree that the Transfer Operator is responsible for the engagement or instruction of the Drivers in relation to the provision of the Services (or otherwise) and that the Company does not, and will not by virtue of these Terms and Conditions or otherwise, have any responsibility to (or contractual relationship with) the Drivers.

2.5. The partnership based on these Terms and Conditions shall commence on the date of registration at Ski Transfer Finder website and shall continue in force thereafter unless and until terminated under the conditions in the section 14.

3. **Licence**

3.1. The Company is not a licensed operator but will endeavor to verify the legality of the Transfer Operators listed and offering booking and other related services on ski-transfers.com.

3.2. Transfer Operator's licences held are the responsibility of Transfer Operators and not the responsibility of The Company or of Ski Transfer Finder website.

3.3. Transfer Operators are not allowed to participate on Ski Transfer Finder unless they hold a valid license for the country they operate in.

3.4. Any operator found participating in Ski Transfer Finder without valid license will be reported to the authorities.

4. **Undertakings of the Transfer Operator**

4.1. Transfer Operator agrees to comply with the provisions of these Terms and Conditions, and the [Service Level Guidelines](#).

4.2. Transfer Operator acknowledges and agrees that it shall remain liable for the acts and omission of its Drivers as if they were its own acts and omissions. The Transfer Operator further agrees that it will procure that, to the extent relevant, all Drivers will comply with the provisions of these Terms and Conditions.

4.3. Transfer Operator agrees to comply with the terms on Accepting Requests.

4.3.1. in order to be able to receive a Request, Transfer Operator must be registered Transfer Operator.

4.3.2. the Company does not guarantee a minimum number of requests that Transfer Operator will receive. If Transfer Operator accepts a booking, the Company confirms acceptance (the Confirmation) to Transfer Operator on Ski Transfer Finder website and via online electronic means to the e-mail address that had been supplied within registration procedure.

4.3.3. once the Transfer Operator has got the Confirmation, it is Its responsibility to provide the transportation service to the Customer as stated in the Confirmation and in accordance with Transfer Operator\'s own operating terms and conditions.

4.3.4. the Transfer Operator is responsible to verify and to check all Requests before accepting them . Requests should contain all the details that Transfer Operator deems necessary and sufficient to confirm the fare and availability.

4.3.5. by accepting the booking request coming from the Customer at the quoted price or within the range of quoted prices, the Transfer Operator is obligated to carry out the services offered in it\'s quote at the accepted quoted price.

4.4. The Transfer Operator agrees to comply with terms regarding Fares:

4.4.1. It is Transfer Operator\'s responsibility to ensure it\'s fares listed on Ski Transfer Finder website are correct and valid. The Company accepts no responsibility for the consequences of incorrect or incomplete fare information provided. Any deliberate misrepresentation of fares, provided by Transfer Operator, will be considered a violation of these Terms and Conditions.

4.4.2. In the event that the Transfer Operator amends the price list for automatic quotes, the new fares shall be applicable to all bookings made from the date stipulated in the new fare notification. Any reservation made prior to that date shall be subject to the original fares, even if the Transport Service is scheduled to perform on a date after the new fares come into force.

- 4.4.3. Ski Transfer Finder technology platform provides opportunity to bid. The Transfer Operator has an option to place manual quote on the received transfer request. The Customer will be promptly notified about new manual quote submitted. By accepting the booking request coming from the Customer at the manually quoted price, the Transfer Operator is obligated to carry out the services offered in its manual quote at the accepted quoted price.
- 4.5. The Transfer Operator agrees to comply with terms regarding to User ID, Password and Security.
 - 4.5.1. the Transfer Operator is responsible for maintaining the confidentiality of any user ID and/or password provided to registered Transfer Operator by , Ski Transfer Finder for use in connection with the Ski Transfer Finder Software and its related services.
 - 4.5.2. the Transfer Operator expressly agrees not to share its user ID and/or password with any other person.
 - 4.5.3. the Transfer Operator is solely responsible for all activities that occur under its user ID and/or password, and agrees to notify Ski Transfer Finder immediately of any unauthorised use of Transfer Operator's user ID and/or password or any other breach of security related to , Ski Transfer Finder systems.
 - 4.5.4. the Company will not be liable for any loss or damage arising from the Transfer Operator's failure to comply with this section.
- 4.6. Additionally to provisions mentioned above, the Transfer Operator agrees:
 - 4.6.1. to ensure at least one member of operational staff are able to manage all aspects of bookings provided by the Transfer Operator; and should provide an alternative number to its public numbers in order to insure the Company can contact them at all times;
 - 4.6.2. to accept the full responsibility for fulfilling the journey requested by the customer and allocated to the Transfer Operator by the Company using its own fleet and/or hackney carriage vehicles within the parameters supplied in the quote;
 - 4.6.3. to ensure that its Drivers are fully aware that some of their journeys will be solicited by the Company on behalf of the Transfer Operator and that this implies service levels as set out in [Service Level Guidelines](#);
 - 4.6.4. to ensure that any Drivers used on journeys booked by passengers through the Ski Transfer Finder have received full training on the quality of service required by the Company as dictated by the Service Level Guidelines.
 - 4.6.5. to enter all data regarding its fleet and pricing and to update the Ski Transfer Finder with real-time data regarding its fleet and pricing as needed;
 - 4.6.6. to ensure that at no time will the price quoted to the customer on behalf of the Transfer Operator, via the Ski Transfer Finder, differ to the price charged unless there are genuine variations to the journey that were not understood at the time of the booking and are agreed by the customer;

4.6.7. to provide details needed by the customer to meet the Driver for each vehicle allocated to a journey including their relevant data (call sign, make, model and registration);

4.6.8. that it is responsible for reviewing the monthly statement of account provided by the Company to the Transfer Operator and communicating any issues by end of month of issue.

5. Liability of Indemnity by the Transfer Operator

5.1. The Transfer Operator indemnifies and undertakes to keep indemnified the Company against any losses, damages (including damage to reputation and/or goodwill), claims, obligations, liabilities, costs and expenses (including legal fees and costs and expenses incurred in investigating, preparing, defending or prosecuting any litigation, claim, proceeding or demand) arising out of or in connection with any:

5.1.1. IPR Infringement Claim;

5.1.2. liabilities incurred by the Company as a result of the Transfer Operator or any of its Drivers breaching any law;

5.1.3. any negligence or breach of provisions of these Terms and Conditions by the Transfer Operator;

5.1.4. the negligence of any of the Drivers; and claims brought by Drivers and/or customers of the Services against the Company , save to the extent that such claims relate to:

5.1.4.1. any liability for death or personal injury resulting from the Company's negligence; or

5.1.4.2. the fraud or fraudulent misrepresentation of the Company.

6. Fares. Commission Fee. Payment Conditions. Taxes

6.1. Ski Transfer Finder does not have any influence on transfer prices and transfer quotes submitted by the Transfer Operator. Quotes made are fully the responsibility of the Transfer Operators registered on our system.

6.2. Payment is required for the transfer at the time of booking. The amount stated on the Booking Confirmation is the amount that has to be paid by the Customer. This amount includes the Ski Transfer Finder commission fee payable to Ski Transfer Finder

6.3. The commission fee is automatically deducted by the Company from the booking price, calculated using the pricing settings entered by the Transfer Operator through the Ski Transfer Finder Software.

6.4. A Commission Fee of 10% will apply to all bookings made by Customers through Ski Transfer Finder website. The same policy will apply on additional charges for any amendments made on confirmed transfer service.

6.5. Ski Transfer Finder provides the Customer the possibility of paying for the transfer service by credit/debit card or in cash. The payment methods available are clearly displayed in the web page before submitting the Request.

- 6.6. Transfer Operator is obliged to provide relevant information on payment methods accepted for its transfer services within registration process at Ski Transfer Finder website. It is the decision of Transfer Operator to announce acceptance of payment to be done in cash.
- 6.7. According to possibility for Customer to choose the option to pay in cash, the relevant deposit amount of 10% will be charged from Customer's bank card at the time of booking. Remaining part of the requested amount must be paid directly to the Transfer Operator's driver.
- 6.8. In the instances where Customer does not fulfill their obligation to pay cash to the Driver at the end of the journey, the Company is not liable for such non-payment. For the avoidance of doubt, the Company is not liable to pay the Transfer Operator any amount for that journey on behalf of a customer.
- 6.9. Periodically (monthly) the Company will generate a Statement of Account for each Transfer Operator. The Statement of Account will show the outstanding balance, the total amount of the Bookings successfully sourced by Ski Transfer Finder (with the relevant commission fees), and the amount to be transferred by the Company to Transfer Operator.
- 6.10. The Company will, on a monthly basis, pay to Transfer Operator Bank Account the aggregate of all Payout Amounts net of the applicable fees and other amounts due to Ski Transfer Finder. Upon Ski Transfer Finder request, Transfer Operator shall provide Ski Transfer Finder with all necessary bank account, routing and related information.
- 6.11. As a matter of business practice, the Company uses reasonable efforts to make a Payout to Transfer Operator within thirty (30) days after the end of each calendar month for Transactions occurring during the immediately preceding month. Payment of such statement will reach the bank account within 30 days of the end of each month to the bank nominated by the Transfer Operator.
- 6.12. All Payouts to Transfer Operator shall be made in euro sent by the Company to Transfer Operator's designated account.
- 6.13. The Transfer Operator is responsible for collecting and remitting any/or all taxes associated with the transactions or use of this site. All the quotes and prices communicated to the Customers have to be VAT included. No taxes will be payable by the Customer beyond the quoted.
- 6.14. If the Customer needs to amend the booking, the Customer will contact Ski Transfer Finder directly. The Transfer Operator shall be notified on all amendments.
- 6.15. Certain changes to transfer booking may result in a change in the cost of the transfer. It is the decision of Transfer Operator to apply additional charges for any amendments made on confirmed transfer service.
- 6.15.1. STF Commission Fee of 10% will apply to all additional payments.
- 6.15.2. Notification email will be sent to Transfer Operator on the registered e-mail address with amendments made on initial transfer booking.

- 6.16. If Transfer Operator provides Customer the possibility of paying for the amendments in cash (directly to Driver), the relevant amount of 10% from the booking amendment's charge will be charged from Customer's bank card, provided at the moment of initial payment for transfer service.
- 6.16.1. At this point Transfer Operator will be notified on a new booking confirmation by email with special notice about outstanding part for a booking amendment to be paid by Customer directly to Driver.
- 6.17. In case of cancellation, the Customer will contact Ski Transfer Finder directly and cancel the Booking within Ski Transfer Finder Software.
- 6.17.1. If cancellation occurs, Transfer Operator shall be notified by email and / or by other electronic notification channels. It is of the Transfer Operator responsibility to keep it's email and notification channels active.
- 6.18. The parties agree to a booking cancellation deadline of 48 hours before the Transport Service is due to be performed. No payment will be due for Transport Services cancelled by Ski Transfer Finder before the Cancellation Deadline.
- 6.19. After the cancellation deadline, if a cancellation fee is charged to the Customer, Ski Transfer Finder will record the relevant amount of the booking price on Transfer Operator bank account.
- 6.20. If cancellation occurs due to Customer's No Show, Ski Transfer Finder is not liable to pay the Transfer Operator any amount on behalf of a customer. Ski Transfer Finder has no any influence on Transfer Operator decision to accept Cash to Driver payment method therefore we would no guarantee the completion of cash payment by the Customer.

7. Warranties

- 7.1. The Company warrants to the Transfer Operator that it has the legal right and authority to enter into and perform its obligations under these Terms and Conditions.
- 7.2. The Transfer Operator warrants to the Company that:
- 7.2.1. it has the legal right and authority to enter into and perform its obligations under these Terms and Conditions; and
- 7.2.2. the journeys for which the Company provides passengers will be performed with all reasonable care and skill and in accordance with the Service Level Agreements;
- 7.2.3. it is a licensed operator (where relevant) under its local relevant authority; it is insured against public liability
- 7.3. All of the parties' liabilities and obligations in respect of the subject matter of these Terms and Conditions are expressly set out in the terms of these Terms and Conditions. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of these Terms and Conditions will be implied into these Terms and Conditions or any related contract (including, but without limitation, any implied conditions, warranties or other terms as to quality, fitness for purpose or the use of reasonable skill and care).

8. Intellectual Property Rights

- 8.1. All Ski Transfer Finder Software provided by the Company and used by the Transfer Operator in order to process bookings remains at all time the property of the Company and is considered Confidential Information. The Transfer Operator hereby agrees not to provide any details or information in relation to the Ski Transfer Finder Software to third parties at any time.
- 8.2. The Company grants to the Transfer Operator a non-exclusive, non-transferable, non-sub-licensable, royalty-free and revocable licence to use the Ski Transfer Finder Software in the EU and/or Switzerland for the Term to enable, inter alia, the Transfer Operator to show the availability of its Drivers.
- 8.3. The Transfer Operator acknowledges and agrees that the Ski Transfer Finder Software is provided to it on an "as is" basis and is expressly subject to the disclaimer set out in clause 7.3.
- 8.4. The Transfer Operator will:
 - 8.4.1. immediately notify the Company upon becoming aware of an actual or potential infringement by a third party of any of the Intellectual Property Rights in the Ski Transfer Finder Software (an "IPR Infringement Claim");
 - 8.4.2. provide to the Company all reasonable assistance in relation to the IPR Infringement Claim;
 - 8.4.3. allow the Company the exclusive conduct of the IPR Infringement Claim and all related disputes, proceedings, negotiations and settlements.

9. Limitations and exclusions of liability

- 9.1. Nothing in these Terms and Conditions will:
 - 9.1.1. limit or exclude the liability of a party for death or personal injury resulting from its negligence;
 - 9.1.2. limit or exclude the liability of a party for its fraud or fraudulent misrepresentation by that party;
 - 9.1.3. limit any liability of a party in any way that is not permitted under applicable law; or
 - 9.1.4. exclude any liability of a party that may not be excluded under applicable law.
- 9.2. Neither party shall be liable to the other for any indirect special or consequential loss including but not limited to any economic loss or other loss of profits, revenue, business or loss of goodwill.
- 9.3. The limitations and exclusions of liability set out in this clause 9:
 - 9.3.1. govern all liabilities arising under these Terms and Conditions or in relation to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
 - 9.3.2. will not limit or exclude the liability of the parties under the indemnities set out these Terms and Conditions.

10. Data protection

- 10.1. The Company warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Transfer Operator under this Agreement, and that the processing of that Personal Data by the Transfer Operator for the purposes of and in accordance with the terms of this Agreement will not breach any applicable laws (including the Data Protection Act 1998).
- 10.2. The Transfer Operator hereby agrees that:
 - 10.2.1. to the extent that it is processing Personal Data on behalf of the Company, it will act only on instructions from the Company in relation to the such processing;
 - 10.2.2. to the extent that it is processing Personal Data on behalf of the Company, it will not transfer any such Personal Data outside the European Economic area; and
 - 10.2.3. it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data.
- 10.3. The Transfer Operator hereby acknowledges and agrees that it shall not (and it shall procure that its Drivers shall not) (i) use any Personal Data obtained pursuant to these T&C for the purposes of any form of direct marketing; or (ii) pass any such Personal Data to any third parties.

11. Confidentiality

- 11.1. Each party will keep confidential the Confidential Information of the other party, and will not (i) disclose that Confidential Information except as expressly permitted by this clause; and (ii) use that Confidential Information for a purpose other than for the exercise of its rights, or the performance of its obligations, under these Terms and Conditions .
- 11.2. Each party will protect the confidentiality of the Confidential Information of the other party using at least reasonable security measures.
- 11.3. The Confidential Information of a party may be disclosed by the other party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.
- 11.4. These obligations of confidentiality will not apply to Confidential Information that:
 - 11.4.1. has been published or is known to the public (other than as a result of a breach of this Agreement);
 - 11.4.2. is known to the receiving party, and can be shown by the receiving party to have been known to it, before disclosure by the other party; or
 - 11.4.3. is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.

12. Publicity

Neither party to these T&C will make any public disclosure relating to these T&C (including press releases, public announcements and marketing materials) without the prior written consent of the other party, not to be unreasonably withheld or delayed.

13. Force Majeure Event

13.1. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under these Terms and Conditions other than obligations to make payment, those obligations will be suspended for the duration of the Force Majeure Event.

13.2. A party who becomes aware of a Force Majeure Event, which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under these Terms and Conditions will:

13.2.1. forthwith notify the other; and

13.2.2. will inform the other of the period for which it is estimated that such failure or delay will continue.

13.3. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

14. Termination of Partnership

14.1. Either party may terminate the partnership based on these Terms and Conditions at any time by giving at least 30 days written notice to the other party.

14.2. Either party may terminate the partnership this immediately by giving written notice to the other party if the other party:

14.2.1. the other party is dissolved; ceases to conduct all (or substantially all) of its business; is or becomes unable to pay its debts as they fall due; is or becomes insolvent or is declared insolvent; or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

14.2.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

14.2.3. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under these Terms and Conditions); or

14.2.4. where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

14.3. The Transfer Operator may terminate cooperation with the Company immediately at any time by giving written notice to the Company if the Company fails to pay in full and on time any amount due to the Transfer Operator whether due under these Terms and Conditions or otherwise;

14.4. The Company may terminate cooperation with the Transfer Operator immediately at any time by giving written notice to the Transfer Operator if:

14.4.1. there is a change of Ownership of the Transfer Operator or any parent undertaking or holding company of the Transfer Operator; or

14.4.2. the Transfer Operator or any officer, partner or key employee of the Transfer Operator is convicted of any criminal offence.

15. Effects of termination

15.1. Upon termination all the provisions of these Terms and Conditions will cease to have effect, save that clauses 5, 7, 8, 9, 10, 11 and 12 and any rights or obligations of a person which are expressly stated to survive, or which by their nature survive termination of these Terms and Conditions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely).

15.2. Termination of the partnership will not affect either party's accrued rights (including accrued rights to be paid) as at the date of termination.

15.3. Notwithstanding anything to the contrary in these Terms and Conditions, the cooperation parties acknowledge and agree that the licence granted to the Transfer Operator pursuant to clause 2.2 shall immediately terminate, or termination of the partnership based on these Terms and Conditions.

15.3.1. Transfer Operator user account shall be immediately deactivated by the Company staff, in order to prevent/ exclude placing of any unauthorized automatic quotes at Ski Transfer Finder website.

15.4. Within 30 days of the termination of the partnership based on these Terms and Conditions, the Company and the Transfer Operator will:

15.4.1. return to or dispose of all documents and materials containing Confidential Information belonging to the other party; and

15.4.2. irrevocably delete from its computer systems all Confidential Information belonging to the other party.

16. Non-solicitation

16.1. The Transfer Operator will not, during the Term and for 6 months thereafter, engage, employ or otherwise solicit for employment any employee of the Company.

16.2. Neither the Transfer Operator nor the Driver will enter into discussions with or send messages (including email or SMS) to passengers introduced by the Company with a view to forming a direct relationship with that passenger, under any circumstances. For the avoidance of doubt, unless a customer of the Company has previously booked or otherwise formed a direct relationship with the Transfer Operator, the sending of any SMS, email or other digital communication, including transactional communications such as "Booking confirmed", receipts or other customer service messages, especially where such communications in any way attempt to entice the customer to book directly with the Transfer Operator, are prohibited.

17. Notices

- 17.1. Any notice given under these Terms and Conditions must be in writing and must be sent by post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address as notified by one party to the other in accordance with this clause.
- 17.2. A notice will be deemed to have been received at the relevant time set out below or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:
- 17.2.1. where the notice is sent by post, 72 hours after posting; and
- 17.2.2. where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission and the sending party does not receive an "out of office" auto-response or similar).

18. Waiver

- 18.1. A waiver of any term, provision or condition of, or consent granted under, these Terms and Conditions shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.
- 18.2. No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 18.3. No breach of any provision of these Terms and Conditions shall be waived or discharged except with the express written consent of the parties.
- 18.4. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

19. General

- 19.1. If any provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Terms and Conditions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 19.2. Nothing in these Terms and Conditions will constitute a partnership or contract of employment between the parties.

20. Assignability

- 20.1. The Company may freely assign its rights and obligations under these Terms and Conditions without the Transfer Operator's consent to any of its Affiliate or any successor to all or a substantial part of the Company's business from time to time.

- 20.2. Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and to fulfill their obligations under these Terms and Conditions.
- 20.3. The Transfer Operator may subcontract the service provision to a third party provided that this third party abides by the Service Level Agreement (SLA) and the other obligations set forth in this Agreement.
- 20.4. The Transfer Operator will not be exempt from the obligations and liabilities of the Agreement if it subcontracts and it will, in any event, be liable for the third party's activities. The Company may assign and transfer the service provision to a third party ensuring that it does not give exclusivity to its Transfer Operators.
- 20.5. The Company may assign and transfer the service provision to a third party because it does not establish exclusive commercial relationships with its transfer operators

21. Complaints and claims.

- 21.1. The Company will forward to the Transfer Operator all complaints and claims and also any comments or suggestions in relation to the provision of the service that are sent to it by the Customer. The complaint will be summarised and sent to the Transport Operator by email. A copy of the original claim/complaint will be available on request.
- 21.2. The Transfer Operator agrees to take the necessary steps to resolve such complaints or claims in accordance with Service Level Guidelines, with full indemnity for the Company.
- 21.3. The Transport Operator should respond to a complaint within 3 business days by emailing to support@ski-transfers.com. The Transport Operator authorises Ski Transfer Finder to act on its behalf if a written reply has not been given within the agreed time frame (including any extension granted).
- 21.4. In the event of repeated claims or confirmation that the Supplier has failed to provide a satisfactory solution to any processed claim, this will be regarded as a cause of termination of the partnership based on provisions of these Terms and Conditions.
- 21.5. When assessing a complaint, Ski Transfer Finder staff will consider information such as the Customer's report, website internal records, Service Level Agreement provisions, the Transport Operator's reply and any other sources which may help to determine the cause of the complaint or establish its veracity. It is important that the Transport Operator highlights and substantiates any circumstances that were beyond its control.
- 21.6. If Ski Transfer Finder assessment shows that the Transport Operator breached this Partnership Agreement, we shall act in good faith to determine an appropriate remedy that adequately addresses the Customer's concerns.
- 21.7. Customer complaints, where upheld, will affect ratings. The Company always checks complaints with the Transfer Operator in order to ensure only fair ratings apply.

21.8. Customer complaints, where upheld, might affect the payout amount to be transferred by the Company to Transfer Operator, according to provisions set out in clauses 6.10, 6.11 and 6.12.

22. Third Party Rights

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to these Terms and Conditions are not subject to the consent of any third party.

23. Law & Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.