EUROPCAB
Your Journey Our Care

Terms & Conditions

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These Terms & Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Europcab B.V. ("we," "us" or "our"), concerning your use of our transfer services and your access to and use of the europcab.nl website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Services").

1. DEFINITIONS AND INTERPRETATION

1.1 "**Account**" means a Customer account which has been opened by Europcab in respect of a particular Customer and which is identified by way of a confidential security number (the "Customer Account Number") allocated to the Customer and under which Europcab extends credit terms to the Customer enabling such Customer to pay on a periodic basis, based on statements of account provided by Europcab (or as otherwise agreed under the Account agreement) and which may be designated as an Private Account or a Business Account.).

1.2 "**Business Account**" means an Account intended for businesses in which they have the possibility to pay by invoice.

1.3 "**Private Account**" means an Account intended for private individuals in which they do not have the possibility to pay by invoice.

1.4 "**Booking**" means a booking made by a Customer for Services.

1.5 "**Europcab"** ("we," "us" or "our")" means Europcab B.V. and registered in KVK Chamber of Commerce Utrecht with company number 67738176 whose registered office is at Maarssenbroeksedijk 41, 3542 DM Utrecht (or such of its subsidiaries or associated companies which provides Services to Customers under these Terms).

1.6 "**Europcab Cancellation Fee**" means the sums payable by a Customer for the cancellation of a Passenger Services Booking by the Customer as set out in, and in accordance with, Clause 3.1.3 below.

1.7 "**Airport Booking**" means a Booking made to or from any of the Dutch, Belgique or German airports.

1.8 "**App**" means the Europcab mobile application.

1.9 "**Business Day**" means a day (excluding Saturdays, Sundays and public holidays).

1.10 "**Card Payment**" means payment in relation to a Booking by any means other than by cash.

1.11 "**Charges**" means the charges: (i) shown in the Price List or other published literature; (ii) communicated to the person making the Booking; or (iii) for certain Online Bookings, the price calculated in accordance with charge rates agreed between Europcab and the Customer (in each case as applicable).

1.12 "**December Holidays**" means between 18:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 18:00 hours on 31 December to 23:59 on 1 January, in any year.

1.13 "**Collection Address**" means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers or the Goods.

1.14 "**Contract**" means a contract, which includes journey details, for the provision of Services to Customers. The terms and conditions (as may vary from time to time) notified to the Customer either at the time of making the Booking or as part of the process of opening an Account. Each such Contract shall incorporate these Terms.

1.15 **"Customer" and "You"** means any person(s), firm or company which books Services.

1.16 "**Destination Address**" means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer, any Passengers or the Goods.

1.17 "**Driver**" means any person who drives a Passenger Vehicle.

1.18 "**Fulfilment Partner**" means a third party private hire company.

1.19 "**Minors**" mean children of less than 14 years of age.

1.20 "**Passenger(s)**" means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Passenger Vehicle. By agreeing to or using the Services, each Passenger agrees to be bound by these Terms.

1.21 "**Services**" means: (1) Airport Transfers; (2) Taxi Services; (3) Chauffeur Services; (4) Executive Transfers; (5) Shuttle Services; (6) Tours & Sightseeing; (7) Coach Services; (8) Wedding Transfers; (9) and any other services agreed in writing between us and the Customer from time to time.

1.22 "**Terms**" means these terms and conditions, as amended from time to time.

1.23 "**Vehicle**" means a Passenger Vehicle or a Courier Vehicle.

1.24 "**Waiting Time Charge**" means €43,94 per hour payable in one minute increments.

1.25 **"We", "we", "Our", "our", "Us" and "us"** means: Europcab.

1.26 "**Writing**" and "Written" means any written communication including email, SMS and WhatsApp.

2. BOOKING TYPES

2.1 Business-Account Bookings

2.1.1 Prior to making any Business-Account Booking, the Customer must first open an Business Account with Europcab. The Customer must keep its created login details confidential.

2.1.2 When making a booking offline, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Booking and may, at our discretion, treat the Booking as a non-account Booking.

2.1.3 We shall be entitled to treat any Business Account Booking made quoting the confidential Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

2.1.4 In consideration of performance of Services in relation to Business-Account Bookings, the Customer shall pay the Charges and any applicable VAT (without set off or deduction), as invoiced by Europcab, within 14 days (or such period as we in our absolute discretion notify to you) of the date of an invoice (the "Due Date").

2.1.5 Payment shall be made by BACS to such bank account as we shall notify the Customer.

2.1.6 We shall invoice the Customer each month in respect of Services performed in relation to Business Account Bookings during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced and any discounts applied.

2.1.7 In the event of non-payment of any Charges by the Due Date, we shall be forced to start the collection procedure in cooperation with contracted collection agency. Collection expenses will be calculated according Article 6:96 section 4 Dutch Civil Law.

2.1.8 We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to perform Business Account Bookings once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

2.1.9 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

2.1.10 When a Business Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.

2.1.11 If a Customer opts in to use the manager portal the Customer accepts full liability for all changes and/or restrictions placed on its Account and the Customer irrevocably acknowledges and agrees that all changes and restrictions placed on its Account are made at its sole discretion and at its own risk. Europcab shall be entitled to assume that all changes and/or restrictions made to an Account by a Customer have been authorised by the Customer and Europcab accepts no liability whatsoever for any costs, losses, damages or liabilities suffered by a Customer as a result of a change or restriction placed on an Account via the manager portal. The Customer shall indemnify Europcab against all liabilities, costs, damages, claims and losses suffered or incurred by Europcab arising out of or in connection with any changes and/or restrictions placed on an account using the manager portal.

2.2 Private-Account Bookings

2.2.1 In consideration of the provision of Services in relation to Private-Account or non-Account Bookings, the Customer must pay for the Services online through one of the payment methods offered by our booking system ow our website. Your booking will not be accepted until the payment is not fulfilled.

3. PASSENGER SERVICES

3.1 Passenger Services – Fees and Charges

3.1.1 The price quoted to the Customer at the time of making the Booking shall be calculated on the journey specified by the Customer at the time of Booking (the "Quoted Journey"). The price quoted by us shall be based upon our chosen route between the Collection Address and the Destination Address (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking).

3.1.2 No charges shall apply to a Passenger Vehicle Booking which You cancel before a Passenger Vehicle being allocated to Your Booking except for a "Coach" or "Mini Coach" Booking, you may cancel at any time without charge if (i) for an "as soon as possible" Passenger Vehicle Booking the driver would have taken more than 15 minutes longer to arrive at the Collection Address than originally quoted; or (ii) in the case of a pre-ordered Booking the Driver would have arrived at the Collection Address more than 10 minutes later than the pre-booked arrival time. Save as expressly set out above in this clause 3.1.2, the following Europcab Cancellation Charges shall apply to all Bookings:

	Cancellation fee
Before arrival at pick-up location	
Our driver is dispatched but not at the pick-up location yet.	70% of quoted fare
Cancelation on sight	
If our driver has arrived at the pick-up location and you cancel your booking with our driver.	100% of quoted fare

Dispatch time differs for each booking and it depends on the distance between the available vehicle location and the pick-up location, traffic situation and pick-up time. Most of our vehicles are stationed in Amsterdam and Schiphol and will be dispatched from that region. For example: (i) If you have booked a taxi from Dusseldorf Airport to Amsterdam then the driver will be dispatched approximately 3 hours before the pick-up time. (ii) If you have booked a taxi from Amsterdam City to Amsterdam Schiphol Airport then driver will be dispatched approximately 30 minutes before the pick-up time.

3.1.3 In case of a "Coach" or a "Mini Coach" Booking our cancellation policy is different than stated in clause 3.1.2, no charges shall apply if you cancel at least 7 days in advance and otherwise 70% of quoted fare will be charged as cancellation fee, and in case of a cancelation on sight 100% of quoted fare will be charged as cancellation fee.

3.1.4 In relation to the collection of any Passenger(s) for an Airport Booking, we will allow 30 and 50 minutes (30 minutes if you travel with hand baggage) waiting time starting from the last known estimated arrival time of an inbound international flight and a domestic flight respectively. We reserve the right to charge the Customer a Waiting Time Charge which shall, for the avoidance of doubt, include the first 30 or 50 minutes (as the case may be) waiting time. For the purposes of this clause the "last known estimated arrival time" will either be: (i) if the Customer provides a flight number at the time of making the Airport Booking, we will monitor the relevant flight and alter the collection time accordingly; or (ii) if the Customer does not provide a flight number, the time which has been specified by the Customer for the Airport Booking. For all Airport Bookings other than on-demand Airport Bookings, the Customer may specify a commence. After expiry of the 30 or 50 minutes (as the case may be) waiting time, we reserve the right to charge the Customer an applicable Waiting Time Charge collection time at any time after the flight arrival time, after which specified time the 30 or 50 minutes (as the case may be) waiting time shall commence. After expiry of the 30 or 50 minutes (as the case may be) waiting time, we reserve the right to charge the Customer an applicable Waiting Time Charge.

3.1.5 Subject to Clauses 3.1.4 above and 6.8 below, the first five (5) minutes of waiting time after arrival at the Collection Address: (i) at the arrival time for an on-demand Booking; or (ii) at the specified time for a pre-booked Booking shall be free of charge. From the sixth (6th) minute of waiting time the Waiting Time Charge shall be due and payable by the Customer. For the avoidance of doubt, in respect of all Passenger Vehicle Bookings, unless expressly specified in these terms to the contrary, the Customer shall not be entitled to free of charge loading/unloading time beyond the waiting time set out in this Clause 3.1.4.

3.1.6 After the allowed time as mentioned in Clause 3.1.4, a parking charge € 2 for every 15 minutes will be payable by the Customer as well.

3.1.7 In the event that the Customer or any Passenger (other than an unaccompanied Minor) requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional Charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.

3.1.8 In the event that the Customer requires more than four (4) passengers to travel in a Passenger Vehicle additional charges may be levied by us for the provision of a larger Passenger Vehicle or the carriage of additional Passengers in excess of four (4).

3.1.9 We reserve the right to charge the Customer a surcharge for all journeys made during the December Holidays, such surcharge will be communicated to the person making the relevant Booking.

3.1.10 Customers must inform us at the time of making a Booking if the Customer or any Passenger wishes to for us to transport a bicycle in any Passenger Vehicle, and our rates for transporting a bicycle shall be applicable to the Booking. The Customer acknowledges that only some of our Vehicles have been allocated, and/or equipped, to carry bicycles. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry a bicycle in the Passenger Vehicle.

3.1.11 In the event that the Customer did not inform us at the time of making a Booking that the Customer or any Passenger wishes for us to transport a bicycle, the driver may in his absolute discretion decide to: (a) cancel the Booking, in accordance with clause 3.1.11 above; or (b) transport the Passenger with the bicycle (provided that the Vehicle is capable of, and is equipped to, transport the bicycle); or (c) refuse to transport the bicycle and offer to transport the Passenger only; or (d) refuse to transport the bicycle and offer to make arrangements for another one of our Vehicles to transport the Passenger and the bicycle.

3.1.12 In the circumstances set out: (a) in clause 3.1.12(a) above, an Europcab Cancellation Fee shall be payable by the Customer; (b) in clause 3.1.12(b) above, additional charges shall be payable by the Customer for the carriage of the bicycle; (c) in clause 3.1.12(c) above, if the Passenger declines to use the Vehicle without the bicycle, an Europcab Cancellation Fee shall be payable by the Customer; and (d) in clause 3.1.12(d) above, the Customer shall be deemed to have (i) cancelled the original Booking and an Europcab Cancellation Fee shall be payable; and (ii) made a new Booking for the carriage of the Passenger and the bicycle.

3.1.13 Road Closures and Alternative Routes: If, due to road closures, traffic restrictions, accidents, events, instructions from traffic authorities, or other circumstances beyond our control, the Driver is required to take an alternative route or the journey is significantly longer than the originally quoted route, additional charges may apply based on the additional distance and/or time incurred. The Driver will always follow the instructions of the relevant authorities and will choose a reasonably practicable alternative route.

3.2 Passenger Services - General

3.2.1 We shall use reasonable endeavours to provide a Passenger Vehicle which is in good working order and of the type specified by the Customer (and in the event that such a Vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.

3.2.2 Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry an animal in the Passenger Vehicle, and to charge the Customer the relevant cancellation fee under these Terms. Guide dogs are exempt from this requirement and are permitted to be carried in any Passenger Vehicle.

3.2.3 Passengers are not permitted to smoke in any Passenger Vehicle (including using Electronic cigarettes).

3.2.4 Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.

3.2.5 Passengers shall not consume alcohol in any Passenger Vehicle and we and the Driver reserve the right to decline carriage to any Passenger and/or require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.

3.2.6 The transportation of luggage in a Passenger Vehicle shall be permitted at our absolute discretion. Passengers shall remain responsible at all times for their luggage and/or bicycle and shall load and unload their own luggage and/or bicycle. Subject to clause 3.2.7, we may assist the Customer with the loading and unloading of his/her luggage and/or bicycle from the Passenger Vehicle, at our sole discretion.

3.2.7 We do not accept any responsibility for the loss of or damage to any luggage which is transported in a Passenger Vehicle. We accept loss or damage of a bicycle only in the event of an accident caused by the fault of the driver. We accept no liability for any loss or damage caused to a bicycle under any other circumstance. The Customer acknowledges and accepts that any luggage and/or bicycle stored in the Passenger Vehicle may move around during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Passenger Vehicle.

3.2.8 Passengers are required to comply with current customs laws and regulations and we shall not be responsible for any delays caused by any failure to comply with the same.

3.2.9 All Passengers are required to use seatbelts at all times.

3.2.10 We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/guardian's consent we may allow Minors over the age of 11 to travel unaccompanied. When making a Booking for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Passenger Vehicle.

3.2.11 We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, inappropriate (including excessive physical contact or display), threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged an Europcab Cancellation Fee. We are committed to providing services in accordance with the Equal Treatment Act. We may, at our sole discretion and at the passenger's own risk, assist passengers who are unable to board and alight independently.

3.2.12 We may charge reasonable repair or cleaning charges plus €100 representing loss of earnings for the Driver in the event of spillages in or in the event that any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle.

3.2.13 We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle it will be stored by us for a period of 30 days and thereafter we shall be entitled to return, sell, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

3.2.14 The maximum number of bicycles that may be transported in any one Passenger Vehicle shall be one (1).

4. General

Please note that clause 5 applies to all Europcab Services, whether performed in relation to Business Account Bookings, Private Account Bookings or *Non-Account Bookings*.

4.1 These Terms shall be incorporated in and form part of all Contracts for the provision of the Services. Bookings can be made through our website, by telephone or by using our mobile app. The media by which you are able to make a Booking constitute an invitation to treat and your Booking constitutes an offer to Contract for Services (to Europcab, the relevant Driver or the Fulfilment Partner, as applicable) which Europcab, the relevant Driver or the Fulfilment Partner (as applicable) can accept (thereby creating a legally binding Contract incorporating these Terms): by issuing to you a Booking acceptance (in such form as we may determine from time to time).

4.2 By accepting these Terms, you are also accepting the terms of our privacy policy, which can be found at https://www.europcab.nl/privacy-policy. Our privacy policy sets out details of how we use the personal information you provide to us. We only use your personal information in accordance with our privacy policy.

4.3 Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter otherwise than under the relevant Contract.

4.4 We shall be entitled to vary the Price List from time to time.

4.5 We shall be entitled to exercise a lien over any Goods or property belonging to any Passenger until we receive full payment of any Charges due to us.

4.6 We may, in our absolute discretion, decline to accept any Booking.

4.7 Any dates, periods or times specified by us in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by us of our obligations under the Contract. We make no warranty that any Passenger or Goods or property shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by us unless express reference is made to this clause 5.7 and agreed in writing by a director of Europcab.

4.8 Passenger(s) and any luggage and bicycle and any personal items and all Goods shall be ready for collection at the time stipulated by the Customer when the Booking is made. Where the Collection Address is in a Restricted Street we will allow 2 minutes for loading. In respect of Restricted Street collections only, and in the event that all booked Passenger(s), and their luggage, have not boarded the Passenger Vehicle and all Goods have not been loaded on to the Courier Vehicle as the case may be within 2 minutes of the later of: (i) the arrival of the Passenger Vehicle or Courier Services vehicle at the Collection Address; and (ii) the booked time for collection, we reserve the right to charge the Customer a Waiting Time Charge which will, for the avoidance of doubt, not include the first 2 minutes). Furthermore where the Collection Address is in a Restricted Street the Driver shall be entitled to leave the Collection Address and we shall endeavour to arrange with the Customer a revised collection time or location. If revised collection details cannot be agreed with the Customer we may treat the Booking as having been cancelled and charge an Europcab Cancellation Fee. In respect of Courier Services only where neither the Collection Address nor Destination Address is a Restricted Street, we will allow 5 minutes for loading at the Collection Address and 5 minutes for unloading at the Destination Address, making an aggregate of 10 minutes, based on: (i) the later of the arrival of the Courier Services vehicle at the Collection Address; or the booked time for collection; and (ii) the arrival time at the Destination Address.

4.9 No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall affect that right, power or remedy; or operate as a waiver of it.

4.10 The Customer agrees to indemnify and keep us fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by us as a result of the negligence, acts or omissions or default under the Contract by the Customer, or its employees, agents or subcontractors or any Passengers.

4.11 The Customer shall be liable for any damage caused by Passengers to any Passenger Vehicle.

4.12 Subject to the following provisions of this clause 5, except in respect of death or personal injury caused by our negligence, or that of our servants or agents, our liability to the Customer for loss and/or damage caused by the negligence of us and/or our servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:

4.12.1 in relation to the Services, our liability shall not exceed €150;

4.12.2 in the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Passenger Vehicles), our liability shall not exceed €150 unless the Customer has notified us that the Goods have a value in excess of €150 and we have agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify us against any Passenger claiming sums in excess of such limits.

4.13 To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

4.14 We shall not be liable to the Customer for any loss or damage to property arising in the course of delivering, loading or unloading of Goods or Passenger's luggage or bicycle or personal effects.

4.15 We shall not be liable to the Customer for any loss of anticipated savings, business revenues, loss of agreements, loss due to a missed flight (Under no circumstances shall Europcab or individual drivers be liable for any missed flights), loss of opportunity or loss of business or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).

4.16 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing any of our obligations under the Contract.

4.17 We will not be held liable for any delayed or missed flights as a direct or indirect result of our service. However, you can be sure that we will do our utmost to prevent this.

4.18 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.

4.19 We shall, in no event, have any liability in respect of any claim, howsoever arising, that is not notified to us by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen (14) days of the occurrence of the circumstances giving rise to the claim.

4.20 The Customer acknowledges that the limitations on our liability as set out in this clause 5 are fair and reasonable in the circumstances and have been taken into account and reflected in the level of the Charges.

4.21 To provide the Customer with the best possible service, we may use location-based services. Information that we collect from the Customer through these services will be collected and stored in accordance with the terms of our privacy policy. By accepting these Terms, the Customer consents to our use of location-based services. The Customer can withdraw this consent at any time. The accuracy of our location-based services may vary depending on the Customer's location and whether the Customer is in a rural or urban environment. We reserve the right to suspend or terminate the location-based services at any time. In providing active location-based services, we comply with the applicable Dutch laws and regulations regarding telecommunications and privacy, including the Telecommunications Act and the General Data Protection Regulation (GDPR).

4.22 Any complaints relating to the Services shall be addressed to us and made in writing within 14 days of the event giving rise to the complaint.

4.23 Termination of a Contract shall be without prejudice to any rights and/or obligations of us and/or the Customer accruing prior to the date of such termination.

4.24 Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by email or by prepaid registered post to the other party (and in the case of Drivers or Fulfilment Partners, to the offices of Europcab) at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice served by email shall be deemed delivered immediately and by registered post shall be deemed served forty eight (48) hours after posting to an address in the Netherlands or five (5) Business Days after posting to an address outside the Netherlands. In proving the service of any notice it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery.

4.25 A person who is not a party to any Contract shall not have any rights under or in connection with it.

4.26 We reserve the right to subcontract or delegate in any manner any or all of our obligations under any Contract to any third party or agent.

4.27 If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these Terms which may be necessary in order, as close as possible, to give effect to the commercial intent of these Terms.

4.28 We reserve the right to amend these Terms. Notice of amendments to these Terms shall be posted on Europcab's website.

4.29 These Terms shall be governed by and construed in accordance with Dutch law and the parties agree to submit to the exclusive jurisdiction of the Courts of Netherlands.