

MTL Terms & Condition

The enclosed MTL Vouchers are issued by Main Line Taxi & Limousine co, which has its office at 908 DeKalb Street, Bridgeport, PA 19405.

You should read these Terms & Conditions carefully.

AGREEMENT made between Main Line Taxi & Limousine co (MTL) and the person named in the schedule as Account Holder ("93The Account Holder"94)

1. Introduction This agreement records the terms of the issue of MTL Vouchers by MTL for use in payment for transport services and governs the use of those MTL Vouchers.

1.1 Interpretation In this agreement:

1.2 "Account" means an account opened by MTL Limited in the name of the Account Holder to which charges are debited and payments made by the Account Holder to MTL Limited are credited.

1.3 "Account Holder" means an individual, company, corporation, firm or association who or which, by signing the Application Form, has entered into an agreement with MTL by which the Account Holder has a right to nominate MTL Vouchers.

1.4 "Charge" means any taxi fare charged by use of a MTL voucher. "Charge Period" means each period during the term of this agreement determined by MTL to be a charge period.

1.5 "Financial Statement" means a statement issued by MTL in respect of a charge period, prepared from information contained in MTL Vouchers received by MTL during that charge period, and sending out the state of Account between MTL and the Account Holder as the last day of that charge period.

1.6 "Merchant" means an individual, company, corporation, firm or association appointed and authorized by MTL to provide taxi services to MTL Account Holders and to accept charges made in lieu of immediate payment for those services.

1.7 "On-line MTL" means any on-line internet MTL with the MTL website conducted by the voucher holder and includes: The electronic inclusion or withdrawal of vehicles from the MTL system by the voucher holder. The electronic notification by the voucher holder to MTL of authorized Voucher User. Any other kind of electronic MTL including the modification, deletion and updating of information on MTL System. "Sales Docket" means a docket provided by MTL Limited for recording the details of Charges made by use of a MTL voucher.

1.8 "MTL" means a printed certificate, embossed, or otherwise identified to the accountholder.

1.9 "Voucher holder" means a person in possession of an MTL Voucher.

2. ACCOUNTS

2.1 MTL shall own the execution of this agreement by the Accountholder.

2.2 The Account holder may nominate any persons to be Voucher holders, MTL shall have an absolute discretion to decline to accept any person as a Voucher holder. The Accountholder shall ensure that each Voucher holder upon receipt uses the MTL vouchers on and subject to terms and conditions set out in this agreement and any other instructions that may be given by MTL from time to time.

2.3 MTL at the request of the Account holder may issue the Accountholder with MTL Vouchers which may be used to make charges.

2.4 Voucher holders will be jointly with the Accountholder, and severally, liable for charges made by the use of vouchers signed by them.

3. INDEMNITY AND LOSS AND THEFT

3.1 If a MTL Voucher is lost or stolen or otherwise ceases to be in the possession and control of an Accountholder or Voucher holder (as the case may be) the Accountholder shall immediately notify MTL of the circumstances of the loss or theft and the details of relevant MTL Voucher, shall confirm this notice in writing, and shall make all reasonable efforts to recover or assist MTL in recovery of the MTL Voucher.

3.2 The Accountholder shall bear all liability for the security and use of the MTL Vouchers including liability for

all Charges by the use of MTL Voucher by an unauthorized person where the MTL Voucher has been lost or stolen prior to receipt by MTL from the Accountholder of notice in writing complying with clause giving notice of the loss or theft. After receipt by MTL of that notice, the Accountholder shall not be liable for Charges made by unauthorized persons by use of a lost or stolen MTL Voucher up to a maximum amount of \$500.00 in respect of any one incident of lost or theft.

4. PROPERTY AND CANCELLATION

4.1 All MTL Vouchers are, and at all times shall remain the property of MTL and shall be returned to MTL immediately upon request without any obligation MTL to reissue the same.

4.2 MTL may at any time by notice to the Accountholder terminate the right of any MTL Voucher. If MTL terminates the right of any Voucher holder to use a Voucher, or if the Accountholder elects to terminate the right of any Voucher holder to use a voucher, the Accountholder shall immediately obtain possession of the MTL Vouchers and return them to MTL. The accountholder shall continue to be liable for all Charges made with MTL Vouchers prior to their receipt by MTL.

5. CHARGES

5.1 A Cardholder may make charges by using/signing a MTL voucher. The Accountholder shall ensure that the voucher holder retains the part of the Sales Docket setting out the following details: (a) The MTL details (b) Details of the journey (c) Cost of fare (d) Signature by a voucher holder on a Sales Docket completes the Charge and the Accountholder has no right to dispute either the price shown on the Sales Docket or the authority of the MTL Voucher to make a Charge.

5.2 A Voucher holder may by using and signing a MTL Voucher make Charges. Signature by a Voucher holder on an MTL Voucher completes the Charge, and the Accountholder has no right to dispute either the price shown on the voucher or the authority of the MTL to make a Charge.

6. FEES AND PAYMENT

6.1 The Accountholder shall pay MTL a set Administration Charge, the Administration Charge is 8% on each MTL voucher. MTL may at any time alter those fees by notice to the Accountholder. The Accountholder shall directly pay to MTL

6.2 MTL will issue a Financial Statement to the Accountholder in respect of each Charge Period. The Accountholder shall pay to MTL the amount specified in each Financial Statement within seven (7) days after the last day of the Charge Period to which the Financial establishment fee upon execution of this agreement.

6.3 Where payment is not made in full by the Accountholder the monies received by MTL shall be applied in such manner as MTL may in its discretion determine.

6.4 Any dispute between MTL and Accountholder as to the accuracy of any Financial Statement or otherwise shall not relieve the Accountholder of the obligation to pay the sum specified in the Financial Statement pending resolution of the dispute.

6.5 If for any reason MTL fails or declines to make payment to the Merchant and the Merchant demands payment direct from the Accountholder or Voucher holder, MTL may, at MTL discretion, accept a request by the Accountholder to pay the Merchant, subject to the Accountholder providing funds to MTL for the payment.

6.6 If any monies payable from the Accountholder to MTL under this agreement are not paid on the due date of payment, the Accountholder shall pay interest on those monies from the due date until MTL payment (both before and after judgment) at a rate of 2.0% per month or as determined by MTL from time to time at its discretion. Such an interest shall be paid on demand made by MTL. The Accountholder shall also pay all of the costs, including legal and collection costs, incurred by MTL in enforcing its rights under this agreement.

7. WARRANTY

7.1 The Accountholder warrants to MTL that all of the information contained in any application for this agreement, and all other information given to MTL during the term of, or prior to the execution of, this agreement is or will be at the date the information is given, true or correct. The Accountholder shall advise MTL immediately when such

information ceases to be accurate.

7.2 Any signature by a Voucher holder on a voucher, and any signature by a Voucher holder on a MTL Voucher constitutes a warranty by the Accountholder that: (a) All statements, amounts and other information contained in the Sales Docket and MTL voucher are true and correct (b) Neither the Account holder, or Voucher holder has any right to dispute any information contained in such Sales Docket or MTL Vouchers or to withhold payment to MTL in respect of the whole or any part of such amounts.

8. EXCLUSION

8.1 MTL shall not be liable to the Accountholder or any Voucher holder for any loss, damage, cost or expenses suffered or incurred as a result of a failure or refusal by a merchant to accept the normal cash price for services.

8.2 MTL shall not be liable or responsible for any MTL or omission by a Merchant or any defect or delay in the services offered by the Merchant and paid for by a Charge, and any dispute between The Accountholder, or Voucher holder and the Merchant shall be a matter for resolution between those parties. The existence of a dispute shall not relieve the Accountholder any obligation to pay MTL for the disputed charge.

8.3 MTL expressly negates any implied warranty or representation in respect of transport services provided in accordance with this agreement.

9. TERMS AND TERMINATION

upon the date of its execution by the parties and

9.1 The term of this agreement shall commence shall terminate upon either party giving to the other, notice of termination.

9.2 Immediately upon termination of this agreement, the Accountholder shall obtain possession of all MTL Vouchers and return them, severed in two to MTL.

9.3 The Accountholder shall remain liable, notwithstanding termination of this agreement, to make payment to MTL in respect of all Charges made by the use of any MTL Vouchers (whether before or after termination) until such time as that MTL vouchers are returned to MTL, and to perform all of its other obligations under this agreement arising out of anything done, or liability, before the date of termination.

10. CHARGES

10.1 MTL may vary the terms of this agreement at any time to the accountholder unless the Accountholder terminates this agreement within two (2) days after receipt by the Accountholder of that notice, the Accountholder shall be bound by that variation

11. DISCLOSURE

11.1 MTL shall be entitled to disclose to any Merchant or other person the reason for the invalidity of any MTL voucher, and the Accountholder, for itself and on behalf of all MTL Voucher holders, expressly waives all rights of MTL against MTL, in relation to such disclose to any person any information concerning the Account which it in its discretion thinks fit.

12. NOTICES

12.1 All notices to be given under this agreement shall be given in writing. Notices given to the Accountholder shall be deemed to be received by the Accountholder). If given by telex or facsimile, immediately upon dispatch to the telex or facsimile numbers specified in the schedule II). If given by post, two (2) days after being deposited in the post addressed to the address specified in the schedule. Notices given to MTL shall not be effective until MTL ual

receipt by MTL. Either party may by notice to the other change the address and telex and facsimile number specified in the schedule.

13. ASSIGNMENT

13.1 The Accountholder shall not assign or transfer its rights or obligations under this agreement without the prior written consent of MTL, which consent MTL may in its discretion grant or refuse on any conditions it may think fit.

13.1 For the purpose of clause

13.2 any change in the effective management or the control of the Accountholder shall be deemed to be an assignment.

14. AGREEMENT PREVAILS

14.1 In the event of any conflict between the provisions of this agreement and the provisions of any other documents the provisions of this agreement shall prevail.

15. AUTHORITY FOR ON-LINE TRANSMISSIONS If MTL offers the Account Holder a facility to conduct On-line MTL, the following shall apply;

15.1 The production of the Card User's master's password and User ID number shall constitute authority for MTL to include or withdraw any vehicle from its Account.

15.2 The production of any Card User's User id number shall be sufficient authority for MTL to modify, delete or update any information relating to the Account.

15.3 MTL accepts no responsibility for any loss whatsoever suffered by the Card User's master due to the accidental disclosure of a password or User Id number by the Card master or a Card User.

15.4 The standard terms and conditions for all card services applications otherwise apply.

16. COLLECTION AND USE OF INFORMATION

16.1 The accountholder authorizes MTL to collect, retain and use any information about the accountholder, for the purpose of assessing the accountholders credit worthiness, enforcing rights under this contract MTL, advising other parties of the accountholders credit worthiness.

16.2 The accountholder authorizes MTL to disclose any information obtained to any person for the purposes set out in clause 16.1.

16.3 Where the accountholder is a natural person the authorities under clauses 16.1 and 16.2 are authorities or consents for the purposes of the Privacy MTL 1993.

17. CONSUMER GUARANTEES MTL

17.1 The guarantees contained in the Consumer Guarantees MTL 2008 are excluded where the accountholder acquires goods or services from MTL for the purposes of a business in terms of section 2 and 43 of that MTL.

18. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

18.1 If the accountholder is a company or trust, the director's or trustee's signing this contract with MTL, in consideration for MTL agreeing to supply goods and services and grant credit to the a accountholder, also sign in their personal capacity and jointly and severally personally guarantee and undertake to MTL the payment of any and all monies now or hereafter owed by the accountholder to MTL. Any personal guarantee made by any party shall not exclude the accountholder in any way whatsoever from the liabilities and obligations contained in this contract MTL. The guarantors and the account holder shall be jointly and severally liable under the terms and conditions of this contract MTL

18.2 In signing this declaration, I give MTL permission to perform a credit check on our organization or individual

Director To Sign Terms & Conditions ONLY - Cannot be processed without signature

I.....Agree with the above Terms & Conditions

Signed.....Date:.....