

BYE AIRPORT

SUPPLIER AGREEMENT

This document sets out and governs the contractual relationship between you (the “Supplier”) and **BYE INT LTD**, trading as “Bye Airport,” with a principal online presence at **bye-airport.com** (“Bye Airport,” “we,” “us,” “our”). Bye Airport operates a technological platform that aggregates and mediates online booking services, particularly private transfer services, both through the bye-airport.com API (and related apps or web-based tools) and via offline or third-party channels.

WHEREAS

1. Bye Airport has developed a technological platform for the aggregation of online booking services, primarily accessible through the **bye-airport.com** website and any associated mobile or web applications (“the Portals” and “API”). Bye Airport may also market products related to travel in person or through third-party resellers or affiliates (“the Retail Channels”).
2. Bye Airport acts as a mediator for contracts for transport services with drivers and/or operators, provided by independent transport service partners (“the Supplier” or “you”), mainly through our websites, apps, and call centres (collectively referred to as “the Platform”). Bye Airport may operate under various brands or trade names.
3. The Supplier is an entity that develops, provides, manages, and markets transport and transfer-related services (“the Services”). The Supplier wishes to grant Bye Airport the right to sell to end users (“Users”) vouchers or tickets entitling those Users to access and use the Supplier’s Services (“the Products”).
4. The Supplier confirms that it understands and accepts the manner in which the Portals operate, and how the Products and Services are promoted.
5. The recitals form an integral, essential, and substantive part of this Agreement.

1. SUBJECT MATTER OF THE AGREEMENT

1.1 Bye Airport agrees to list and market the Products related to the Services offered by the Supplier for sale through the Portals and the Retail Channels, at Bye Airport’s sole discretion. The Supplier agrees that Bye Airport may also promote or sell these Products through other partners or outlets.

1.2 On the signing of this Agreement, the provisions herein apply to the Services described in the information and materials provided by the Supplier. Both parties may later agree to extend these provisions to additional Services introduced by the Supplier, subject to Bye Airport’s approval.

1.3 Bye Airport retains full technical, editorial, and creative discretion over all components of the Portals and the Retail Channels, including the manner in which Users access and use them.

2. TECHNICAL AND OPERATING CHARACTERISTICS

2.1 The Supplier may access an online dashboard (“the Account”), using login credentials (“the Authentication Tools”), at a designated webpage provided by Bye Airport. The Supplier must treat these credentials as strictly confidential and ensure they are used with utmost care. Bye Airport cannot be held liable for any direct or indirect loss arising from the Supplier’s misuse or negligent handling of these credentials.

3. THE SUPPLIER’S OBLIGATIONS AND DUTIES

3.1 The Supplier shall provide all valid documentation, licences, certifications, or other evidence required by applicable laws to demonstrate the legality and safety of the Supplier’s Services during the registration process. These documents must be kept up to date.

3.2 The Supplier shall inform Bye Airport at least seven (7) working days in advance of any temporary or permanent changes or limitations to the operational hours or availability of the Services. In cases of force majeure preventing the use of the Services without notice, the Supplier must inform Bye Airport immediately so that bookings can be suspended and, where possible, Users informed.

3.3 The Supplier shall accept presented Products (e.g., vouchers or tickets) in both printed and electronic formats.

3.4 If a driver arrives late for a transfer, the Customer may claim a full or partial refund at Bye Airport’s discretion. If the driver fails to arrive on time and the Customer refuses to proceed, the Customer is entitled to a full refund.

3.5 If a driver fails to appear entirely, no payout will be provided to the Supplier. Bye Airport may, at its discretion, charge a penalty of up to the full amount paid by the Customer.

3.6 If a driver cancels a transfer, no payout will be made. Furthermore, Bye Airport may, at its discretion, charge a penalty of up to the full amount paid by the Customer.

3.7 If the Customer needs to alter details of a soon-upcoming transfer, Bye Airport will attempt to contact the Supplier by phone or email. If the Supplier does not respond within a reasonable time for an imminent transfer, Bye Airport will assume the Supplier cannot fulfil the service and may remove the transfer from the Supplier’s account. In such cases, the Supplier will not receive any payout.

3.8 Only one driver should be in the vehicle. Because the Customer books a private transfer, additional persons such as friends or acquaintances of the driver must not be present.

3.9 Should the Supplier use a vehicle from a different class than that booked, Bye Airport may, at its discretion, refund the Customer the difference in cost. For example, if the Customer booked a standard saloon (e.g., Mercedes E-Class) and a lower-category car arrives, the Customer may receive a refund for the downgrade.

3.10 All vehicles must be roadworthy and have fully functional safety features, including but not limited to seat belts and airbags.

3.11 The vehicle's details are not to be provided to the Customer in advance, and the Customer will not receive the vehicle's registration number or colour.

4. PRICES, FEES, AND PAYMENTS

4.1 Bye Airport reserves the right to determine the final sales prices for Services sold via the Platform and to apply any supplemental transaction fees. Bye Airport may, for promotional purposes, offer the Supplier's Services at a lower price than the usual Supplier rate. Bye Airport will pay the Supplier on a weekly or monthly basis as agreed separately.

4.2 Bye Airport will remit to the Supplier the net amount of the booking after deducting our commission. We may adjust the commission rate according to factors such as trip date, country, or airport, and the Supplier will see the final payout on the supplier dashboard.

4.3 The Supplier is responsible for issuing an invoice, receipt, or any legally required proof of payment for the full Service amount (i.e., the amount originally paid by the Customer). Bye Airport will issue an invoice to the Supplier for the commission deducted.

4.4 Should the Customer request extra stops or a different route on the day, that additional amount must be settled between the Supplier (driver) and the Customer directly, either in cash or by card. Bye Airport cannot later charge the Customer for any such extras unless Bye Airport has expressly confirmed that it has done so in advance.

4.5 The Supplier acknowledges that Bye Airport may process payments in one or more currencies and, where currency conversion is required, the Supplier agrees to accept the exchange rates provided by our payment processor at the time of each transaction. The Supplier further recognises that currency values may fluctuate and therefore the final payout may vary according to prevailing exchange rates.

5. BYE AIRPORT'S WARRANTIES AND SERVICE LEVELS

5.1 Bye Airport provides its services under this Agreement to the professional standard expected of an experienced operator.

5.2 Except where otherwise required by law in cases of fraud or gross negligence, Bye Airport shall not be liable for any direct or indirect loss or damage of any kind arising from the use or inability to use the Portals, including delays, interruptions, errors, or malfunction.

6. THE SUPPLIER'S WARRANTIES

6.1 The Supplier represents and warrants:

- It is responsible for any VAT, taxes, duties, or similar charges related to the Services and the collection of payment from the Customer, in accordance with all applicable laws.
- It maintains an insurance policy with a reputable insurer to cover damages to third parties arising from the performance of the Services.

6.2 The Supplier agrees to indemnify and hold Bye Airport harmless from any third-party claims or disputes arising from a breach of the above warranties.

6.3 Without prejudice to any other remedies, in the event of a breach of this Agreement by the Supplier, Bye Airport may, at its sole discretion, remove any of the Supplier's Products or Services from the Portals, suspend or terminate the Supplier's Account, cancel bookings, and/or refuse new bookings for that Supplier.

Privacy and Communication with the Users

6.4 Each party shall comply with applicable data protection laws and regulations in processing any personal data of Users. Bye Airport will inform Users how their personal data is handled, whilst the Supplier may only use such personal data to carry out the booked Service and comply with relevant legal obligations.

6.5 To ensure drivers and Customers connect easily, the driver should attempt to contact the Customer from the scheduled pickup time onwards. Should the driver fail to locate the Customer within the agreed waiting period, the driver must immediately inform Bye Airport so that we can attempt further contact.

6.6 If the Customer does not appear after the included waiting time and if the driver has made reasonable attempts at contact, the driver must record or document the "no-show" event (e.g., GPS data, call logs, or photos demonstrating that they were at the correct pickup location).

6.7 If the Customer's flight or train is delayed beyond the free waiting period and the driver cannot wait, the driver must contact Bye Airport. If the driver leaves, the driver should provide any supporting documentation to help address future disputes.

6.8 Use of the Bye Airport messaging system is strongly recommended to minimise the risk of no-shows and ensure missing details (flight number, address, etc.) can be obtained.

6.9 The Supplier is responsible for picking up the correct passenger. The driver should confirm the passenger's name on-site and, if necessary, the booking reference or voucher details.

6.10 Transfers must never be shared with other passengers not listed on the booking. All transfers booked through Bye Airport are strictly private.

6.11 Child seats may be requested free of charge and should be provided, if booked, at no extra cost. Should child seats be omitted, Bye Airport may offer the Customer a partial or full refund, at our discretion.

6.12 If no child seat is available or cannot be guaranteed, the Supplier must immediately notify Bye Airport, which may need to remove the booking.

6.13 Drivers should know how to install child seats properly. Parents are responsible for placing children in the seats and fastening seat belts.

7. TERM AND WITHDRAWAL

7.1 This Agreement commences on the date of signature and continues indefinitely. Either party may withdraw from this Agreement by providing written notice by registered letter or email, with a notice period of sixty (60) working days.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Bye Airport (BYE INT LTD) is the exclusive owner of all intellectual property rights (including copyright) for all aspects of the Portal, including the software that supports it.

9. FINAL PROVISIONS

9.1 Each party acts as an independent entity, and nothing in this Agreement shall be construed as establishing any partnership, joint venture, employment, or agency relationship.

9.2 The Supplier shall not transfer or assign this Agreement to any third party without Bye Airport's explicit written consent.

9.3 This Agreement replaces and supersedes any previous agreements or understandings relating to its subject matter.

9.4 Any modification to this Agreement must be in writing and signed by both parties.

9.5 A party's failure to enforce any provision shall not constitute a waiver of that provision unless confirmed explicitly in writing.

9.6 All Supplier communications concerning Articles 1, 2, and 5, and any general communications regarding this Agreement, shall be made via email to the address provided by Bye Airport or as otherwise designated.

9.7 This Agreement has been jointly negotiated. No provision shall be interpreted in favour of one party merely because it drafted the relevant wording.

10. CANCELLATION POLICY

10.1 The Customer may cancel the booking free of charge up to 24 hours before the agreed service time. In such cases, the Supplier will be notified by email. If for technical reasons the Supplier does not receive this email, Bye Airport cannot be held liable; the Supplier is also responsible for checking booking statuses in the Supplier portal.

10.2 In the event of a no-show, the Supplier must notify Bye Airport immediately and provide supporting documentation.

11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement is governed by and construed in accordance with the laws of England and Wales. Any dispute relating to interpretation, validity, performance, or termination of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

GUIDELINES

Below are service guidelines for the Supplier and its drivers, reflecting Bye Airport's quality and safety standards.

A. Driver

A.1 Driver Clothing

- All drivers must maintain cleanliness and personal hygiene. Clothing should be clean, well-kept, and appropriate for a professional environment.
- For Standard Class, Van Standard, and Van Standard XL: casual attire is acceptable, such as collared shirts or polo shirts covering shoulders and upper arms, formal trousers, and shoes.
- For First Class and First Van: a dark suit, white shirt, tie, and formal shoes.

Drivers should be fluent in the local language and have sufficient English to communicate with international passengers, greet them politely, confirm addresses, and handle basic courtesy conversations.

B. Before the Service

1. The Supplier or driver should monitor the latest arrival times for flights or trains and ensure a stable internet connection. If a flight or train number is supplied, the driver must arrive according to the actual arrival time, whether delayed or early.
2. The Supplier must read the booking details in advance (booking class, pickup date/time, pickup/destination address, flight number, comments from the Customer).
3. The driver assigned to the booking must match the one selected in the Supplier's system.
4. The vehicle must be clean inside and out, and in perfect working order.
5. The driver should arrive at least 10 minutes before the scheduled or adjusted pickup time. Late arrivals may be treated as no-shows.
6. For airport pickups, drivers should generally wait in the designated arrivals area with a welcome sign on a tablet or a printed sign. At railway stations, the default pickup point is near the information desk, unless another point is agreed. For hotel pickups, the driver should ask reception or the concierge to notify the passenger and greet them in the lobby.

C. Greeting and Execution of the Service

1. The driver must politely greet the passenger by name or title, confirm the destination, and manage the passenger's luggage.
2. The driver should open the rear passenger door and close it gently.
3. The driver should enquire if the temperature and music level are suitable and ensure the passenger's comfort.

4. The passenger's wellbeing and safety are the highest priorities. Drivers must adhere to professional driving standards at all times.
5. The driver must not make or receive phone calls while driving.

D. After the Service

1. On arrival, the driver should stop in a safe spot so the passenger does not have to cross busy roads. The passenger should exit without risk.
2. The driver should help the passenger out of the vehicle and retrieve luggage.
3. The driver should check immediately if any belongings were left behind. If so, these should be returned at once if the passenger is nearby or reported to Bye Airport if the passenger cannot be located.
4. The driver must not solicit Customers by distributing personal business cards or requesting future direct bookings.
5. The driver must not accept payment in cash, except for voluntary tips or agreed additional services.
6. At all times, drivers must behave in a discreet, courteous manner, without engaging in unwelcome conversation on sensitive topics.

E. Safety

1. Infants or children must be transported according to local regulations, including mandatory child seats if legally required. Should the booking be impossible to fulfil legally without a child seat, the driver must contact Bye Airport.
2. If the passenger has excessive luggage beyond the class allowance, the driver should contact Bye Airport.
3. Phones should not be used while the vehicle is in motion, except via hands-free when absolutely necessary and safe.