



Room 3036  
The Balcony  
South Terminal  
London Gatwick Airport  
RH6 0NN

Phone: +44 1293 507441 / 502274  
Email: [lgwsouth@acehandling.uk.com](mailto:lgwsouth@acehandling.uk.com)  
Web: [www.acehandling.co.uk](http://www.acehandling.co.uk)  
Twitter: @Ace\_Handling

## Terms and Conditions for Services with Ace Handling UK Ltd

It is hereby agreed as follows:

### 1. Definitions

1.1. In these Terms and Conditions, unless the context clearly indicates otherwise, the following terms shall have these meanings:

- **"Airport Representative"** means the individual from Ace Handling UK Ltd or its appointed subcontractor who meets the passenger at the airport.
- **"Service Request"** means a formal request for Services that Ace Handling UK Ltd has accepted and confirmed.
- **"Confidential Data"** means the specifics of this Agreement and all commercial or proprietary information of a private nature exchanged (whether in writing, verbally, or by any other means, directly or indirectly) between the Parties, including insights into each Party's expertise, trade secrets, and business operations, regardless of when it was disclosed.
- **"Fees"** refers to the price the Client will pay to Ace Handling UK Ltd for the Services as detailed in Schedule A (or as communicated to the Client or passenger in accordance with these Terms and Conditions).
- **"Data Protection Legislation"** means (while in force) (i) the Data Protection Act 2018, (ii) the EU General Data Protection Regulation ("GDPR"), and (iii) any subsequent legislation replacing the Data Protection Act or the GDPR, along with any other current laws and regulations pertaining to the processing of personal data and privacy (including the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced from time to time) relevant to the Services.
- **"Unforeseen Event"** means any occurrence beyond a Party's reasonable control, including (but not limited to) natural disasters, warfare, civil unrest, intentional damage, adherence to any legal or governmental directive, regulation or order, or any overriding emergency protocols from government or other competent authority, fire, flood, severe weather, or drought; however, it specifically excludes any breach of contract by the Supplier's subcontractors or labour disputes.

- **"Intellectual Property"** encompasses all patent, copyright, registered design, design right, trademark, or any other intellectual property right.
- **"Services"** means the services to be performed or delivered by Ace Handling UK Ltd under this Agreement, as outlined in Schedule A, or any additional services requested by the Client or passenger for the Service Request.
- **"Supplemental Services"** refers to services provided in addition to the primary Meet & Assist service, such as baggage porter assistance, electric buggy transport, or chauffeured car services.

1.2. In this Agreement, any reference to an individual also includes a corporation, an unincorporated association, an incorporated association, their legal representatives, a partnership, successors, and permitted assignees, as well as governmental and competent authorities.

1.3. Any reference to a statute, regulation, or authoritative document should be interpreted as referring to that statute, regulation, or document as it exists and may be updated from time to time on the date this Agreement is made.

1.4. Words used in the singular number also include the plural, and vice versa.

1.5. Words denoting one gender encompass all other genders.

1.6. The terms and phrases "other," "including," and "in particular" will not limit the general scope of any preceding words or be interpreted as restricted to the same category as any preceding words where a broader interpretation is feasible.

1.7. Headings for clauses and sub-clauses in this Agreement are for ease of reference only and do not influence their interpretation.

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## 2. Airport Representatives

2.1. Airport Representatives assigned to deliver any part of the Services will adhere to and comply with all pertinent security protocols, rules, regulations, policies, and regulatory requirements as applicable.

2.2. Ace Handling UK Ltd ensures that appropriate background and reference checks are completed for all Airport Representatives. Airport Representatives will possess the necessary skills and will have completed the required orientation, training, and background checks to professionally execute the Services.

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## 3. Service Rates and Charges

3.1. In exchange for Ace Handling UK Ltd providing the Services, the Client agrees to pay Ace Handling UK Ltd the Fees. For clarity, the Client also agrees to pay for any additional services, adjustments, and cancellations of Services requested by the passenger before or during the Service Request.

3.2. Beyond the Fees outlined in Clause 3.1, additional charges may apply for public holidays and last-minute bookings. These charges vary by location and will be communicated to the Client periodically.

3.3. Ace Handling UK Ltd reserves the right to adjust its rates and/or charges at any time. You will receive at least seven (7) days' advance notification of any such increases.

3.4. Ace Handling UK Ltd will apply a booking fee for processing all service requests.

3.5. All charges will be invoiced and are due for payment in accordance with clause 10.

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#### **4. Warranties**

4.1. Ace Handling UK Ltd represents and warrants the following:

4.1.1. Ace Handling UK Ltd possesses the necessary corporate power and authority to enter into this Agreement.

4.1.2. Ace Handling UK Ltd will perform and complete the Services diligently, competently, and professionally, utilizing a sufficient number of qualified personnel and in full compliance with all other requirements and timelines specified in this Agreement.

4.1.3. Ace Handling UK Ltd operates as an independent contractor, and as between the Parties, Airport Representatives are the responsibility of Ace Handling UK Ltd. No Airport Representative is personally entitled to any compensation from the Client, and no payment of any Fees should be made directly to an Airport Representative.

4.1.4. To the extent that fulfilling its obligations involves Ace Handling UK Ltd's access to or use of the Client's personal data, Ace Handling UK Ltd will fully comply with Data Protection Legislation.

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#### **5. Initiating Service Requests**

5.1. Service requests can be made to Ace Handling UK Ltd through its online booking platform at: <https://acehandling.co.uk/booking> by contacting the bookings team at [info@acehandling.co.uk](mailto:info@acehandling.co.uk) / +441293507441, if applicable, otherwise remove].

5.2. Requests for Services can be placed up to twelve (12) months in advance. However, prices are only guaranteed upon confirmation of the Service Request.

5.3. The Client must provide all essential passenger details required for booking, including destination, flight number, desired service, and contact information.

5.4. Service Requests will be confirmed by Ace Handling UK Ltd either automatically via Ace Handling UK Ltd's booking portal or by email, including a booking reference, within 48 hours of receiving the request, unless it is an urgent booking. For services required in less than 48 hours, a booking confirmation will be provided as soon as reasonably possible for the requested destination, if the booking is accepted.

5.5. The Client shall ensure that each passenger utilizing the Service is aware of and accepts Ace Handling UK Ltd's Terms and Conditions, available at: <https://acehandling.co.uk/terms-and-conditions>

5.6. Ace Handling UK Ltd may engage third parties to deliver all or part of the Services. Ace Handling UK Ltd will, however, remain fully responsible for the overall provision of the Services.

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## **6. Adjustments or Cancellations of Service Requests**

6.1. Ace Handling UK Ltd will accept instructions from the passenger regarding a cancellation or modification of any Services. However, cancellations and modifications may incur charges. These charges vary in value and are subject to the conditions outlined below:

- a. Service Requests cancelled within 48 hours of the scheduled service will incur full cancellation charges.
- b. Late amendments (within 48 hours) are dependent on availability and may incur fees.
- c. Service Requests cancelled more than 48 hours in advance can be cancelled without charge, unless otherwise specified.
- d. 'Supplemental Services' are subject to the same Terms and Conditions as the core Service.

6.2. For Departure Services only, if a flight delay or disruption was not announced before the passenger(s) arrived at the airport, Ace Handling UK Ltd's Airport Representatives will remain on duty for a maximum of three (3) hours to assist with the departure service, unless further assistance is requested and agreed upon by Ace Handling UK Ltd.

6.3. Each Service Request pertains to a single departure, a single arrival, or a single transit, whether for one passenger or a group. Each Service Request will be treated as distinct for the purposes of no-shows and cancellations.

6.4. Should a passenger fail to appear for a scheduled meet that has not been cancelled in accordance with this Agreement, the full charges for the Service will be payable.

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## **7. Client Support & Complaint Resolution**

7.1. If you are not satisfied with the Service received, please inform us, and we will investigate the matter.

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## **8. Service Suspension or Alteration**

8.1. Should conditions at a specific airport change, resulting in Services being altered or restricted from those outlined in section 6, Ace Handling UK Ltd will inform the Client either at the time of booking, upon confirmation, or if the Service Request has already been confirmed, within a reasonable timeframe after Ace Handling UK Ltd is notified of the suspension or modification.

## **9. Service Quality**

9.1. Airport Representatives will be in uniform, clearly displaying the name or identification of Ace Handling UK Ltd or its subcontractor.

9.2. Airport Representatives will hold an electronic or physical sign with the lead passenger's name clearly visible.

9.3. Courtesy and strict confidentiality will always be extended to passengers.

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## **10. Invoicing, Payment, and Taxes**

10.1. Ace Handling UK Ltd will invoice the Client once the Services have been completed for the total Fees arising from the provision of Services, including any additional services requested by the passenger during the Services. The Client is responsible for paying such Fees in full, regardless of whether they have sought or obtained reimbursement for any part of the Fees from the passenger.

10.2. All invoices will include the service request reference numbers provided by Ace Handling UK Ltd in the booking confirmation email and any subsequent emails amending the service.

10.3. All amounts due from the Client under this Agreement are exclusive of Value Added Tax (VAT) (or similar taxes in other jurisdictions) that may apply from time to time. Taxes (including VAT) owed are determined by tax authorities in the relevant jurisdictions (including HMRC in the UK). Where taxes are due, they will be added to the Client's invoice. If Ace Handling UK Ltd makes any taxable supply for VAT purposes under the contract to the Client, the Client shall (upon receipt of a valid VAT invoice) pay Ace Handling UK Ltd such VAT as is chargeable on the supply of services.

10.4. Payment is due no later than thirty (30) days from the invoice date.

10.5. Any statements sent are solely for record-keeping purposes.

10.6. All invoice inquiries should be directed to Accounts at [accounts@acehandling.uk.com](mailto:accounts@acehandling.uk.com) within five (5) working days of the invoice date. These inquiries will be acknowledged within twenty-four (24) hours (where feasible) and investigated accordingly.

10.7. The Parties agree that the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 shall apply to this Agreement.

10.8. Invoices will be paid by the Client to Ace Handling UK Ltd in the currency stated on the invoice and via bank transfer, unless otherwise mutually agreed.

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## **11. Commission Invoicing and Advance Payments**

11.1. If the Client is entitled to commission on service requests made, the agreed commission will be calculated solely on the core meet and assist service, not on any additional services.

11.2. The Client shall submit invoices to Ace Handling UK Ltd for commission claims no later than 5 PM on the 4th day of the following month.

11.3. Commission invoices for the preceding month that arrive after 5 PM will be processed in the subsequent payment cycle.

11.4. All commission invoices must be addressed to Ace Handling UK Ltd and clearly state:

11.4.1. The company's full trading name and address.

11.4.2. The company's registration and/or VAT number (if applicable).

11.4.3. The service request reference numbers as provided by Ace Handling UK Ltd on the confirmation email and any subsequent emails amending the service.

11.4.4. The invoice date.

11.4.5. Your invoice number.

11.5. Invoices should be sent promptly, as invoices for services performed more than six (6) months prior will not be honored.

11.6. All invoices are to be sent via email to: [accounts@acehandling.uk.com](mailto:accounts@acehandling.uk.com)

11.7. Any queries raised by Ace Handling UK Ltd will be made within five (5) working days, acknowledged within twenty-four (24) hours, and investigated accordingly.

11.8. Once approved, Ace Handling UK Ltd will pay the commission invoice no later than forty-five (45) working days from the commission invoice date, provided any issues have been resolved.

11.9. Ace Handling UK Ltd may offset any amounts due to the Client, whether under this contract or otherwise, by any lawful set-off or counterclaim.

11.10. Settlement of invoices by Ace Handling UK Ltd to the Client will be conducted via bank transfer unless otherwise agreed.

11.11. If the Client makes a volume-based retainer payment in advance, all payments must be made within thirty (30) days of the pro-forma invoice date and at least five (5) days before the first Services are booked.

11.12. Advance payment arrangements will be mutually agreed upon for a specific duration, which will be documented in writing between the Parties. Any unused or outstanding amounts remaining to the Client's credit at the end of the agreed period will not be refunded or rolled over without prior written consent from both Parties.

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## **12. Agreement Duration and Termination**

12.1. Either party may end this Agreement immediately by providing thirty (30) days' written notice to the other party for any reason. Any Service Requests made for services after the termination date may, at the request of the terminating party, either be cancelled or continue to be provided. If they continue, the terms of this Agreement, including payment obligations, will still apply to such Services.

12.2. The rights and remedies outlined in this section are not exclusive and are in addition to any other rights and remedies available by law or under this Agreement.

12.3. Upon the termination or expiration of this Agreement:

12.3.1. Each Party will immediately cease using any materials or other content supplied by the other Party.

12.3.2. Both Parties will immediately remove any of the other Party's trademarks or intellectual property from any generated creative content and discontinue any use of all Party's marks.

12.3.3. Each party will bear their own costs upon the termination of this Agreement.

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### **13. Intellectual Property Rights**

13.1. Subject to the terms and conditions set forth in this Agreement, each party grants the other a worldwide, royalty-free, non-exclusive license, for the duration of this Agreement, to use, reproduce, publicly display, perform, broadcast, publish, and distribute the names, trademarks, logos, artwork, and other content (collectively, "Materials") provided by the other party for the promotion of the Services.

13.2. Neither party may publicly display, perform, broadcast, publish, or distribute the Materials of the other party (or any works containing or derived from the other party's Materials) without first obtaining prior written approval from the other. Each party will make best efforts to respond to any such request within three (3) business days, but a failure to respond within this period will not be considered approval. Each party will comply with any branding or trademark guidelines provided by the other when using licensed Materials.

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### **14. Force Majeure**

14.1. Subject to clause 14.2, neither party shall be considered in breach of this Agreement nor liable for any delay in performance or failure to perform its obligations if such delay or failure results from an Unforeseen Event. In such cases, the time for performance will be extended by a period equivalent to the duration of the delay or non-performance, provided that if the delay or non-performance continues for more than 28 days, the unaffected Party may terminate this Agreement by giving thirty (30) days' written notice to the affected Party.

14.2. Should an Unforeseen Event occur, the affected Party will use all reasonable efforts to lessen its impact and to carry out its obligations under this Agreement in any reasonably practical way.

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### **15. Data Protection**

15.1. Both Parties shall observe and comply with all applicable Data Protection Legislation and the terms and conditions outlined in Appendix I.

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### **16. Liability Limitation and Indemnification**

16.1. The Client hereby indemnifies Ace Handling UK Ltd against any and all liabilities (including losses, costs, damages, claims, and expenses) related to VAT (or similar taxes) due for the Services provided under this Agreement, regardless of the jurisdiction where such taxes arise.

16.2. Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury resulting from its negligence or fraud, or for any liability that cannot be excluded by applicable law.

16.3. Subject to clause 16.2, Ace Handling UK Ltd will under no circumstances be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement.

16.4. Subject to clauses 16.1 and 16.2, neither Party's total aggregate liability to the other Party for all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 150% of the total Fees payable to Ace Handling UK Ltd under this Agreement or £2,000, whichever amount is greater.

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## **17. Confidentiality and Public Statements**

17.1. Each Party undertakes not to disclose to any person at any time during this Agreement and for a period of five years after its termination or expiry, the terms of this Agreement and any Confidential Data, except as permitted by clause 17.2.

17.2. Each Party may disclose the other Party's Confidential Data:

17.2.1. To its employees, agents, or suppliers for the purpose of fulfilling the Party's obligations under this Agreement. Each Party must ensure that recipients of Confidential Data are aware of and comply with the confidentiality obligations under this Agreement as if they were a party to it; and

17.2.2. As may be required by law, court order, or any governmental or regulatory authority.

17.3. A Party shall not use the other Party's Confidential Data for any purpose other than to perform its obligations under this Agreement.

17.4. A Party shall not make public or reveal to any person information concerning the existence, the transactions referenced in, or the nature or subject matter of this Agreement (unless legally required), without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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## **18. Anti-Bribery Policy**

18.1. The Client acknowledges and agrees that Ace Handling UK Ltd will not tolerate bribery in any form in the conduct of its business.

18.1.1. The Client shall comply with all provisions of the Bribery Act 2010 (including any related regulations or guidance) and Ace Handling UK Ltd's anti-bribery policies as provided by Ace Handling UK Ltd to the Client from time to time, as updated by Ace Handling UK Ltd; and



18.1.2. The Client shall impose on any person associated with the Client who is working in connection with this Agreement terms equivalent to those in this clause 18 and be responsible for the compliance by such persons with such terms and be directly liable to Ace Handling UK Ltd for any breach by such persons of such terms.

18.1.3. A breach by the Client of this shall be considered a material breach of this Agreement.

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## **19. Entire Agreement**

19.1. This Agreement constitutes the complete understanding between the Parties and supersedes all previous representations, contracts, statements, and understandings, whether verbal or written, pertaining to the subject matter of this Agreement.

19.2. The Client acknowledges that it has entered into this Agreement relying solely on the representations, warranties, promises, and terms contained herein, and, except as explicitly stated in this Agreement, Ace Handling UK Ltd shall bear no liability for any other representation, warranty, or promise made prior to the date of this Agreement unless it was made fraudulently.

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## **20. Severability**

20.1. Should any part or the entirety of any provision of this Agreement be found to be illegal or unenforceable, the remaining provisions of this Agreement and/or the remainder of the affected provision shall remain fully valid and effective.

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## **21. General Provisions**

21.1. No attempted alteration of this Agreement shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by both Parties.

21.2. Unless expressly stated otherwise in this Agreement, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

21.3. Nothing in this Agreement shall be deemed to create or constitute a partnership, agency relationship, or joint venture between the Parties. Neither Party shall act or describe itself as the representative of the other (except where explicitly authorized), nor shall it make or represent that it has authority to make any commitments on the other's behalf.

21.4. This Agreement may be executed in multiple counterparts, all having the same effect as if all Parties to this Agreement had signed a single document.

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## **22. Notifications**

22.1. Any notice required by either party under this Agreement shall be deemed properly given if addressed to the contact and address specified on page 1 of this Agreement.

## **23. Governing Law and Dispute Resolution**

23.1. This Agreement and any non-contractual obligations arising from or in connection with it shall be governed by, and interpreted in accordance with, English law. The Parties agree that the English courts shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with this Agreement.

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