

AIRPORT TO HOTEL (UK) LIMITED Trading As

## Terms And Conditions

Airport to Hotel (UK) Limited t/a (referred to in the agreement as 'we, us or our') acts as a disclosed agent for third party transport providers (the "Supplier"). The contract for the provision of transport service is between you and the Supplier.

Our registered office is at Suite B, 2nd Floor Moore House, 13 Black Lion Street, Brighton, East Sussex, BN1 1ND and our company number is 4391036. Please read these terms and conditions carefully before making any booking, as they contain important information about your rights and obligations and you will be bound by them.

These booking conditions, in conjunction with the information set out on our website, and your voucher form the entire agreement between ourselves and yourselves and cover all bookings made through Airport to Hotel Limited, including bookings made on the website.

### 1 Introduction

1.1 Please read these terms and conditions carefully before making your booking. By making a booking with us, you agree to be legally bound by these terms and conditions as they may be modified and posted on our web site from time to time as well as other information contained in the website and shown on your vouchers. Please also note that as you are contracting directly with the Supplier you may also be bound by their terms and conditions of booking.

1.2 By ordering any services from our websites, you are entering into a contract with the Supplier for the supply of Services and not Airport to Hotel (UK) Limited. You agree to be legally bound by these terms and conditions of use as they apply to your order.

1.3 If you do not wish to be bound by these terms and conditions then regrettably you may not place an order via our website.

### 2 Ordering

2.1 To place an order you must follow the ordering procedures set out on the order page of our website. All orders must be placed at least 48 hours in advance of your departure.

2.2 We are entitled, on behalf of the Supplier, to refuse any order placed by you. We do not guarantee to successfully allocate a Supplier to every booking request. In the event that we are unable to allocate your booking request to a Supplier, we will send an email to advise you of that fact. An alternative may be offered which may include additional charges. We will acknowledge your booking request by issuing a booking voucher on behalf of the Supplier to the e-mail address you have given us upon ordering. Supplier details will only be provided if your booking is successfully allocated. Subject to clauses 3.3, 4 and 5, the order will then be fulfilled by the Supplier on the date set out in the booking voucher.

2.3 You confirm that all details you provide to us for the purpose of purchasing the Service from the Supplier will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the Service. If validation cannot be obtained and payment is not made, we reserve the right to cancel the booking on behalf of the Supplier concerned who will then not perform the Service.

2.4 For bookings that are successfully allocated to a Supplier, a voucher will be produced detailing your journey details, the Supplier's details and your unique voucher number. It is your responsibility to check the details of your booking on the voucher prior to travel and inform us if there are any errors. cannot be held responsible if the details entered at the time of placing your request are incorrect. You must present this to the driver at the start of your journey. The supplier can refuse the transfer if your booking voucher is not shown.

### 3 Prices and Payment

Special note: Changes to and errors in advertised and confirmed prices and other website details sometimes occur. You must check the price of your chosen transfers at the time of booking.

3.1 Details of the prices for the Service, and the procedures for payment and delivery are displayed on our website. The applicable price of any Service is the price displayed on our website at the date and time of your order. The price of any Service on our website may change before you place an order. We try to ensure that our prices displayed on our website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 3.2 below). In accepting these terms and conditions once the price of the Service is confirmed, you waive your right to have the Service fare calculated on a taximeter.

3.2 We will inform you if a Service's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Service at the correct price. If you cancel the order, you will receive a refund of all monies you have paid.

3.3 Prices quoted are per vehicle - except in the case of shuttle transfers where per person rates are quoted.

3.4 You must pay by credit or debit card at the time of order as set out on the order page of our website. The cards we accept are set out on the order page of our website. Card issuers charge us a handling fee and we will pass this on to you where you make payment using a credit/debit card.

3.5 If you are booking via a Travel Agent, they are acting as a sub-agent on behalf of the Supplier. You do not have a contract with the Supplier for the supply of Services until full payment has been received by the Supplier. The Supplier will not accept any liability in respect of any confirmed Services until full payment has been received by the Supplier. Once we have received the payment from the Travel Agent, we will be able to place your booking with the Supplier.

#### 4 Special Requests

If you have any special requests, please let us know at the time of booking. We will endeavour to pass on all such requests to the Supplier, however we cannot guarantee that they will be met and we will have no liability to you if they are not.

#### 5 Changes and Cancellations by you

Amendments can be made directly online up to 3 days prior to the first (or only) sector of your transfer booked date, otherwise any amendment requests must be sent to us in writing, by email at or by calling through to within UK office hours only and will take effect from the day of receipt. Amendments outside of our UK office hours will not be accepted. Whilst we will try to assist, we cannot guarantee that any requests for amendments will be met. Charges may apply. Cancellations can be made directly online at any time prior to the first (or only) sector of your transfer booked date. Charges may apply. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier concerned. The Supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the transfers and will normally increase closer to the date of departure). In addition we reserve the right to charge an administration fee of £20.00 per person for any amendments to Services or cancellations.

#### 6 Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if the Supplier needs to make a significant change to your confirmed Services or to cancel them. We will also use all reasonable efforts to find alternative suitable Services for you at no extra cost, but we will have no further liability to you.

#### 7 Our Responsibility

7.1 We act as a booking agent. As such, we accept no responsibility for the actual provision of services. Our responsibilities are limited to publishing information on our website about the Services the Suppliers supply; passing on reservation information to Suppliers and informing you of any enforced changes to the terms of your booking. We accept no responsibility for any information about the transfers that we pass on to you in good faith. We accept no liability for any illness, injury, death or loss of any kind. This includes loss, damage or theft of any luggage or personal belonging you or your party may be carrying. Any claim for loss, injury, illness or death should be pursued with the Supplier directly or may be covered under the terms of your insurance. We only accept liability to you for claims which arise solely as a result of our own negligence.

7.2 Descriptions of transfers provided are taken from information provided to us by the Supplier and we do not accept responsibility for any inaccuracies in such information, nor can liability be accepted for changes to facilities which are not communicated to us by the Supplier.

7.3 In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## 8 Force Majeure

Force majeure means that neither we nor the Supplier will pay you compensation if we or the Supplier have to cancel or change any Service because of unforeseeable circumstances beyond our or the Supplier's control. These can include, but are not limited to, accidents and related delays, unplanned marches, demonstrations and organised disruption, police operations, unforeseen road hazards, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions or other similar events outside our or the Supplier's control.

## 9 Your Responsibilities

9.1 It is your responsibility to travel with the booking voucher which lists arrival instructions (which differ at each airport) and all of the relevant local contact numbers in the event of an emergency and local office reconfirmation hours and contact number. This is made clear on your booking voucher and on the website. Neither us, nor the Supplier, will accept any responsibility for any loss of Service or other loss should you not travel with your booking voucher.

9.2 If your flight is diverted, we recommend that you contact our 24 hour helpline as soon as possible as they may be able to assist you in finding alternative transfer arrangements. Please note that neither we nor the supplier will be liable to pay for such alternative arrangements. Subject to their terms and conditions, it is the responsibility of the airline to transport you to your original destination airport.

## 10 If you have a complaint

10.1 If you encounter a problem with your Service, please inform the Supplier, or call us using the numbers given to you on your booking voucher, and we will immediately endeavour to investigate the matter with the Supplier on your behalf and put things right. Failure to notify us or the Supplier concerned of your complaint at this stage will affect our ability to investigate the matter complained of, and your rights under the contract with the Supplier.

10.2 If you have any service issues upon your return, in relation to services booked with us, you should direct them to us via the "Report Issues" button on our website or via email at or by post to Suite B, 2nd Floor Moore House, 13 Black Lion Street, Brighton, East Sussex, BN1 1ND. We will liaise with the Supplier and endeavour to resolve all service issues within 28 days of notification.

10.3 Please note that any complaints must be received in writing within 28 days of the return booking date. (If an outbound transfer only - then within 28 days of this date).

## 11 General

11.1 If you wish to rely on any variations to these terms and conditions, you should ensure that such variations are agreed with us in writing as soon as possible.

11.2 We may transfer or subcontract any or all of our rights and obligations under these terms and conditions at any time.

11.3 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by the new version. You must check the terms and conditions on the website regularly. The terms governing the purchase of any Service will be the terms in place at the time of your order.

11.4 A person who is not a party to our agreement or the agreement with the Supplier has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of either agreement but this does not affect any right or remedy of another party which exists or is available apart from that Act.

11.5 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted but all other terms will remain valid.

11.6 Our terms and conditions and your use of our web site are governed by the laws of England and Wales, and in the event of any dispute under our contract, you agree to submit to the exclusive jurisdiction of the English courts.

11.7 Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

11.8 These terms and conditions, together with the privacy policy, any order form and payment method instructions, if any, replace all other terms and conditions previously applicable to the use of our website and/or sale of the Service on behalf of the Supplier.

02/01/2014