

## Terms & conditions

The following administrative terms apply in relation to contracts arranged by Resorthoppa (UK) Limited, as agent for the supplier, for transfers between the departure points and destinations specified in the written confirmation issued by Resorthoppa.com, which is the trading name of Resorthoppa (UK) Limited.

References to “you” and “your” in these administrative terms and conditions mean all passengers listed in the written confirmation (including anyone who is substituted or added at a later date). “We”, “us” and “our” means Resorthoppa (UK) Limited.

### 1. Resorthoppa (UK) Limited

1.1 Resorthoppa (UK) Limited is a limited company registered in England, whose registered and trading address is at 1st Floor, West Lodge, Station Approach, West Byfleet, Surrey KT14 6NG. Its company registration number is 4933736 and its VAT Registration number is GB 100 212 602.

1.2 Resorthoppa (UK) Limited is at all times acting as the duly authorised agent of the supplier nominated on the written confirmation issued by Resorthoppa (UK) Limited (“the written confirmation”). The terms and conditions applicable to the contract between you and the supplier are set out in the booking conditions of the supplier. These are available on request where available. Since Resorthoppa (UK) Limited acts as agent, it cannot accept any liability arising from the provision of the transfer services to you by the supplier.

1.3 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 website from time to time as well as other information contained on the website and shown on your voucher(s).

1.4 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. Status of the Passenger(s) and their agents

The purchaser of the transport services specified in the written confirmation (the “Lead Party”) and all of the other passengers listed in the written confirmation are the “other party” to the contract with the nominated supplier. If the contract is made by an agent, or any other person acting on behalf of the passengers whose names appear on the written confirmation, then that agent or other person is acting as the agent of the passengers.

### 3. Booking and payment

3.1 Bookings may be made online at the Resorthoppa website (the “Website”). Where two or more people are included in the same booking, the person making the booking the Lead Party shall be deemed to have done so on behalf of both or all members of the party and he or she accepts these administrative terms and conditions on behalf of himself or herself and each member of the party. The Lead Party must follow the process for making the booking on the Website and clicking on the appropriate confirmation button. The Lead Party must be at least 18 years of age.

3.2 Full payment is required at the time of booking. On receipt of such payment, Resorthoppa (UK) Limited will process the booking and issue, by email or post (on request) the written confirmation with details of the persons involved in the booking and the transfers booked. The written confirmation acts as the 'ticket' and must be presented to the Resorthoppa (UK) Limited representative for both the outward and return journeys. A legally binding contract will be created between the Lead Party (and all of the passengers listed on the written confirmation) and the supplier when the payment is processed and we send the written confirmation. We are an online company and therefore all communication unless otherwise agreed will be via email.

3.3 All payments made are non-refundable unless the supplier cancels the booking. For example as advised in clause 12.6.

3.4 It is the Lead party (or the agent, or any other person acting on behalf of the passengers whose names appear on the written confirmation) responsibility to check the details of the booking on the voucher prior to travel and inform Resorthoppa as soon as possible if there are any errors. Resorthoppa, or any third party part of our agreement, cannot be held responsible for errors in services due to incorrect information provided at the time of the booking. This may lead to the supplier being unable to successfully provide the service requested.

3.5 Where possible and if notified by the supplier we will contact you to advise if incorrect information has been provided on the booking so that you may have an opportunity to amend the incorrect details. Cost of booking may increase in this instance.

3.6 We will issue a voucher for each booking successfully completed on the Website displaying 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 to inform us if there are any errors.

3.7 Whilst every effort is made to ensure accurate pricing errors in advertised and confirmed prices may sometimes occur. We will endeavour to inform you if a Services correct price is higher than that stated on your order and you may then choose to accept the order at the correct price or cancel the order and receive a full refund of the monies you have paid.

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

3.9 Card issuers charge us a handling fee and we will pass this on to you where you make payment when using a credit or a debit card.

3.10 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 until full payment has been received from your travel agent in line with their contractual agreements with us. We cannot accept any liability in respect of any confirmed services unless full payment has been received.

3.11 It is your responsibility to check if your booking has been successful. You should receive a voucher automatically via email however, should this not be received, it is your responsibility to check if a booking has been successful including calling your bank to check if payment has been processed prior to proceed with booking again in order to avoid duplication. We will not accept any liability for charges applied by the Supplier in the case of duplication.

#### 4. Child Seats

The EU directive 2003/20/EC states that children must use an appropriate child seat until they reach 12 years of age or until they reach a height of 135 cm. However there is an exemption for licensed taxis. If no child seat is available, children of three years of age and over may travel as long as they wear an adult seat belt. Children under three years of age may be transported without a safety restraint as long as they travel in the rear of the vehicle.

#### 5. Child Pricing

5.1 Shuttles: On shuttles no charge is made for children under the age of two as long as they sit on an adult passenger's lap. If a child aged less than two years requires a seat they will be charged the full price. For children of two and above a seat must always be booked at the normal price for the shuttle in question.

5.2 Taxis and private transfers (other than private coach transfers): All children and infants count towards the occupancy of the vehicle, regardless of age, and thus should be included in the total number of passengers at the time of booking. If you require a child seat for a child, we strongly recommend that you bring your own due to the variation in quality and availability across destinations. In some areas we can request local child seats on your behalf. If a child seat is provided by the transport company a charge will apply.

#### 6. Wheelchairs and bookings for disabled passengers

We are not a specialist disabled transfer company, but will do our utmost to cater for any requirements you may have. If you or any member of your party has any medical problem or disability which may affect your transfer, please provide us with full details before you confirm your booking so that we may advise as to the suitability of your chosen arrangements if possible.

Please inform us at time of booking if any of the passengers are wheelchair users. Please also inform us if the wheelchair is collapsible, so that we may ensure that the correct vehicle is booked to meet with requirements.

## 7. Amendments that you make to bookings

7.1 Booking amendments should be made on the Website. This is free of any administration charge up to 48 hours days before the first departure. Less than 48 hours these amendments must be emailed to [admin@resorthoppa.com](mailto:admin@resorthoppa.com) within UK office hours. We cannot guarantee emails will be actioned if received outside of our UK office hours.

7.2 If the amendment leads to an increased cost, this must be paid by the customer at the time of the request.

7.3 All amendments are subject to credit or debit card charges.

7.4 Please note that amendments will be subject to the booking conditions of the supplier who may charge amendment fees in addition to the administration fees that we may charge.

7.5 Where an airline amends the flight time or flight number this can be amended without charge.

7.6 When amending the hotel name, the hotel to which you amend must be within the same resort area. When changing to a hotel in a different resort the booking must be cancelled and a new booking placed to the correct resort. Cancellation charges will apply.

7.7 Please note that an amendment fee of £10 (or local currency equivalent based on exchange rate) can be applied per amendment to the total booking cost should you request to amend part or all of your booking before or during your travel period. Your agreement to pay this fee will need to be confirmed in writing and will be applied to the card that was used to make the original transfer booking.

## 8. Cancellation by you

Cancellations must be actioned online and will be subject to cancellation fees as follows:

Bookings cancelled 60 days prior to arrival date

10% cancellation fee

Bookings cancelled 60-15 days prior to arrival date

25% cancellation fee

Bookings cancelled inside 14 days prior to arrival date

100% cancellation fee

- Please note that in the case of NO SHOW the booking is non-refundable
- Cancellation credit cannot be moved between bookings
- Should you cancel the return portion of your transfer service whilst in resort you will not be entitled to any refund of the unused portion of the service

## 9. Baggage allowance and declaration

All baggage must be clearly labelled with the owner's name and the destination address. Each passenger named on the written confirmation is entitled to have carried with him on the relevant transfers up to two items of baggage, i.e. one suitcase which should not exceed 70cm x 40cm x 20cm and one piece of hand luggage. Carriage of any baggage exceeding these measurements will be subject to available baggage hold space and may be declined. If a passenger requires carriage of baggage in excess of this allowance (e.g. suitcases exceeding the maximum permitted size, skis, golf clubs, bicycles, snowboards, wheelchairs/scooters etc) we must be informed at the time of booking. The supplier may make a charge for excess baggage or refuse carriage of the excess items. Please contact our Administration Team to check if this is available for your routing.

## 10. Conditions of carriage

10.1 The nominated supplier, its drivers and appointed agents, including Resorthoppa (UK) Limited, reserve the right to refuse to carry any person who is, or appears to be under the influence of alcohol or illegal drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passengers. No refunds will be made in those circumstances.

10.2 Passengers are not allowed to consume alcohol on any of the supplier's vehicles. Smoking is not permitted unless express permission has been given by the driver. All vehicles provided by the suppliers are fully insured for passenger and third party claims, as required by the local law. Passenger's baggage is, however, carried entirely at their own risk and no responsibility can be accepted for loss or damage by Resorthoppa (UK) Limited. Resorthoppa (UK) Ltd will not accept responsibility for any costs incurred or the making of any arrangements in returning the items to passengers.

10.3 Whilst we endeavour to provide SMS messaging and availability of reconfirmation information on the internet, these services cannot be guaranteed. It is your responsibility to utilise all options available to confirm your resort pick up time. These options are located on your voucher. If you fail to reconfirm the departure service this may not be supplied. If you have moved hotel whilst in resort to another hotel within the same resort your return pick up must be confirmed with the supplier over the telephone only.

10.4 Whilst all reasonable efforts will be made by the supplier, there is no guarantee that the vehicle will arrive on time in order to begin the period of hire nor that it will reach its destination on time. Resorthoppa (UK) Limited will not incur any liability in the event of such a delay. It is your responsibility to ensure that you get to the airport on time for your flight check-in. Resorthoppa cannot be held liable for the transfer service (as stipulated in clause 1.2 of these Booking Conditions) and will not be held liable for any costs if you miss your flight. Should your transfer not arrive and you have followed the procedure stipulated on the voucher by calling the transfer provider you should ensure that you seek an alternative method to get to the airport in order to mitigate your

losses. When paying for alternative transport to the airport please ensure that you obtain a receipt and then submit this to our Customer Services Department on your return home for investigation with the supplier. There is no guarantee that this will be refunded however if the transfer provider is found to be in error upon investigation you will be refunded the cost of the taxi. Further to this we cannot refund any costs without provision of a receipt.

10.5 If your arrival flight is diverted, delayed or cancelled we recommend that you contact the supplier via the telephone numbers provided on your transfer voucher. Whilst every effort will be made to accommodate changes of this nature this may not always be possible and will be dependent on operational demands on the supplier. It may not always be viable for the driver to wait and you may have to make alternative travel plans at your own cost locally. If the Supplier is able to accommodate the new arrival time an additional charge may be applied. Resorthoppa accepts no liability for additional costs resulting from late flight arrivals.

10.6 Carriage by shared shuttle transfer will only be to and from destinations which are Tourist Board registered properties unless specifically agreed in advance. Clients having pre-booked private transfers are required to supply full address details at the time of booking. As agents for the nominated supplier, Resorthoppa (UK) Limited accepts no liability for the failure of the nominated supplier to perform the booking or for any other incident in connection with the booking.

10.6.1 Carriage by speedy shuttle transfer will only be to and from destinations which are Tourist Board registered unless specifically agreed in advance.

10.7 In some destinations your transfer/shuttle pick up and drop off may not be supplied to your hotel door and you may be dropped or picked up at a central point within reasonable walking distance from your hotel/apartment.

10.7.1 Due to specific restrictions such as infrastructure work, traffic conditions etc... the door to door pick up and drops off may sometimes be prevented. Where these restrictions occur, the vehicle will stop and collect passengers from the nearest accessible point to the accommodation.

10.7.2 Transfer times are estimated and can depend on traffic and the number of stops en-route. When booking a shared shuttle service the journey time can be longer in order to allow for numerous pick-ups/drops offs. Collection for a shared shuttle to the airport may be some hours prior to your flight check in time.

10.7.3 As matter of transfer time for the speedy shuttle service our sole commitment is that the shuttle is limited to a maximum 4 drop offs (not including your own) and is thus fairly reasonably reckoned to have a shorter journey time and less drop off and pick up stops than the average shuttle journey. We cannot be held responsible if for some reason, dependant on the supplier, a non-speedy shuttle journey has less than 4 stops.

10.7.4 Speedy shuttle passengers may have to travel in the same vehicle with other shared transfer passengers.

10.7.5 The speedy shuttle waiting time at the airport once the customer has made contact with the Supplier meet and greet representative will be equalled to that of a standard shared shuttle transfer or shorter in some destinations.

10.7.6 The speedy shuttle transfer may be operated in any shape or size vehicle: it can be a taxi, van, minibus or coach.

10.8 Resorthoppa (UK) Ltd will accept no liability for any difficulty or service failure if clients are not in possession of the appropriate transfer documentation outlining our arrival and departure procedures at their time of travel.

10.9 The following are examples of circumstances which are not within our reasonable control ("Force Majeure Event"):

- accidents causing delays to the vehicle
- exceptional or severe weather conditions
- compliance with requests of the police
- deaths and accidents on the road
- vandalism and terrorism
- unforeseen traffic delays
- industrial action by third parties
- problems caused by other customers
- other circumstances affecting passenger safety
- road closures due to local fiestas or other events
- properties that are not accessible to type of service booked
- acts of God, flood, earthquake, avalanche or any other natural disaster
- epidemic or pandemic
- war, threat of war or similar
- fire or explosion
- terrorist attack or riots

"Force Majeure" means that neither we nor the supplier will refund or pay compensation if we or the supplier have to cancel or change any service because of unforeseeable circumstances beyond our or the supplier's control.

10.10 Resorthoppa (UK) Limited shall not be in breach of these administrative terms and conditions, nor liable for any failure or delay in the performance of any of our obligations under these administrative terms and conditions arising from a Force Majeure Event.

10.11 In very rare cases the nominated local supplier may drop or collect passengers from a different point other than the accommodation address if the carriage to the exact specified accommodation may cause unreasonable delay or inconvenience for other passengers.

10.12 Private transfers are from the booked pickup point to the final drop off point only. In case extra stops are required (e.g. to collect the key of an apartment to a third party location) a local extra charge payable directly to the driver or supplier representative may apply. The agreement and payment of those extra charges are between your party and the supplier or its representative.

Resorthoppa cannot be held responsible for those extra charges unless your party have asked Resorthoppa to organise an extra stop for which Resorthoppa will be quoting and invoicing your party for prior to the transfer being provided, in which case a full payment prior to travelling will be due to Resorthoppa to consider those arrangements as being booked and contractually valid. Please note: credit/debit card charges apply.

## 11. Our responsibility

11.1 We have a duty to select suppliers of transfer services using reasonable skill and care. We have no liability to you for the actual provision of the transfer services (unless it is proved that we have breached our duty to use reasonable care in selecting the third party supplier and you have incurred loss or damage as a result).

11.2 We, and each of our group companies, officers and employees exclude all liability and responsibility for any amount or kind of loss or damage that you may incur (including any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or loss or damages arising from or connected in any way to business interruption, loss of opportunity, loss of anticipated savings, wasted management or office time and whether in tort (including negligence), contract or otherwise, even if foreseeable) in connection with your booking; the transfer services; and/or your use of the Website.

11.3 We exclude all representations and warranties relating to the transfer services that you have booked through us to the fullest extent permitted by law.

11.4 Our liability to each passenger, except in cases involving death or personal injury, shall be limited to a maximum of twice the cost of each passenger's booking for the transfer services.

11.5 Nothing in these administrative terms and conditions excludes or limits:

a.our liability to you for any death or personal injury resulting from our negligence;

b.any of your other statutory rights as a consumer that cannot be excluded or limited

11.6 Resorthoppa, on behalf of the Supplier, is entitled to refuse any order placed by you. Resorthoppa does not guarantee to successfully allocate a Supplier to every booking request. In the event that Resorthoppa is unable to allocate your booking request to a Supplier, Resorthoppa will send an email to advise you of that fact. An alternative may be offered which may include additional charges.

## 12. Complaints

If you experience a problem during your holiday you should firstly contact the local supplier using the number provided on your transfer voucher and they will endeavour to resolve any concerns whilst you're in resort. Since your booking is a contract between you and the relevant supplier they will have sole discretion in deciding how to deal with your complaint.

Should efforts made on the part of the supplier not resolve your concerns to your satisfaction whilst in resort you may submit a post trip complaint to us in writing including all supporting documentation and receipts. Please submit this to [customerservices@resorthoppa.com](mailto:customerservices@resorthoppa.com).

Complaints should be submitted within 28 days of your return transfer date. We will not accept complaints arising from failure to follow our terms and conditions such as not travelling with your transfer voucher, non-reconfirmation of return transfer or incorrect information provided at point of booking.

Should your complaint result in a FULL refund your card administration charges will not be part of the refunded monies.

## 13. Travel Insurance

We consider travel insurance and "supplier failure" insurance to be essential and strongly advise you to arrange for appropriate travel insurance to cover you for a comprehensive range of events including cancellation, baggage loss, accidents and health issues whilst you are away. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We strongly advise you to read the policy details carefully and to take them with you on your holiday. NOTE: We are able to offer travel insurance. Please visit [www.A2Btravelextras.com](http://www.A2Btravelextras.com) for more details.

## 14. Severability

If any provision or part of a provision, of these administrative terms and conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part-provision will be struck out of these administrative terms and conditions and the remainder of these administrative terms and conditions will apply as if the offending provision or part-provision had never been agreed.

## 15. Assignment

You may not transfer any of your rights or obligations under these administrative terms and conditions without our prior written consent. We may transfer any of our rights or obligations under these administrative terms and conditions without your prior written consent.

#### 16. Privacy

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. We can provide a copy of our Privacy Policy upon request or alternatively please refer to the Website.

Please note that we have the ability to retain any data that you provide on this website using VeCapture by Ve Interactive, even if you do not complete your registration/transaction by clicking submit/next. Such contact details and data may be used to contact you to enquire why you did not complete your registration/transaction only.

#### 17. Governing law and jurisdiction

These administrative terms and conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Disputes or claims arising out of or in connection with these administrative terms and conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

02/01/2014