

## **Supplier Terms and Conditions**

Please read these conditions carefully as they, together with the specific information about your confirmed transfer, form the basis of your contract with the supplier detailed on your confirmation voucher. ('we', 'us' or 'our'). In these booking conditions references to "you" and "your" and 'passenger(s)' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred.

Your transfer may be provided by an independent supplier(s). Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you.

## **Booking and Paying For Your Transfer Arrangements**

Your booking is confirmed and a contract between you and us for the transfers in question will exist when the appropriate payment has been made to us. No contract will exist between us until all monies due for your transfer have been received by us in full from our agent.

## **Prices**

We reserve the right to alter any of our advertised or confirmed transfer prices. If our booking agent does not advise you of the correct current price of the transfer that you wish to book at the time your booking is confirmed, we will give you the opportunity to rebook your transfer at the correct price or to cancel your transfer and receive a full refund of all monies paid.

## **Changes and Cancellations**

If you need to amend or cancel your booking details, you should do so by emailing the Holiday Taxis' Admin Team, at [admin@holidaytaxis.com](mailto:admin@holidaytaxis.com) , in line with the terms and conditions stated below.

### **Cancellations:**

If cancelled more than 5 days before booked outbound transfer date and time, there will be no cancellation charges and the value of the booking will be refunded to you in full if already paid.

If cancelled within 5 days of booked outbound transfer date and time (including 'no show' bookings), your booking will incur a 100% cancellation charge.

The date and time of email receipt will determine any charges that are applicable to your booking.

If you are covered by holiday insurance you may be able to recover any cancellation charges.

If for any reason beyond our control, we are unable to provide the transfer booked, we reserve the right to supply alternative transfer arrangements of at least the same standard as the ones originally booked. In the very unlikely event that your transfer arrangements cannot be supplied as booked and we are unable to offer you equivalent alternative arrangements we will refund you all the money paid you have paid to us.

### **Amendments:**

Bookings can be amended at any time prior to the booked outbound transfer date and time, by the Holiday Taxis' Admin Team, via email, to [admin@holidaytaxis.com](mailto:admin@holidaytaxis.com) . An administration fee of £10.00 per amendment will be levied against your booking, should you choose to amend your booking.

If the price of your original booking changes due to product booked, vehicle type, number of vehicles, resort, number of passengers, night rates or seasonal changes, etc., you will be charged the new price with regard to the booking details of the amended booking, plus the administration fee.

For booking amendments, we cannot guarantee that all changes will be possible, due to matters such as availability, but we will always attempt to secure your requirement for you.

### **Our Responsibility for your Booking**

Subject to these booking conditions, your transfer arrangements will be performed using reasonable skill and care. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from: -

- a) act(s) and/or omission(s) of the person(s) affected;
- b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.

**We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

**a) loss of and/or damage to any luggage or personal possessions and money,**

The maximum amount we will have to pay you is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

**b) Claims not falling under (a) above or involving injury, illness or death**

The maximum amount we will have to pay you is twice the price paid by or on behalf of the person(s) affected in total.

It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

We also have no liability in the following situations:

- i. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- ii. where you incur any loss or damage that relates to any business activity.
- iii. where any loss or damage relates to any services which do not form part of our contract with you.

Subject to these booking conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we could not, even with all due care, foresee or avoid. Such events may include war, threats of war, riots, civil commotion, strikes, disasters, terrorist

activities, bad weather, acts of any government or public authority, acts of God and other events outside our control.

We will use all reasonable efforts to ensure that you are collected from your collection point at the time set out in your booking voucher. However, we will not be liable for any loss or costs you suffer or incur through any reasonable or unavoidable delays and it is your responsibility to ensure that you book the taxi to collect you in time. Neither we nor the Supplier, will be responsible for any losses you suffer (including for example any missed flight) due to your failure to allow sufficient time for your journey.

If your outbound flight is delayed, your transfer arrangements will automatically be amended and your taxi will collect you at your revised time of arrival. Please note additional night supplements may be applicable.

If your outbound flight is diverted for any reason, we will use reasonable endeavours to rearrange a taxi to collect you from your original destination airport at the revised landing time. **IN SITUATIONS WHERE NOTIFICATION OF THE DIVERSION OF THE FLIGHT IS TOO LATE TO PREVENT THE TAXI DRIVER FROM TRAVELLING TO THE AIRPORT OR FROM WAITING FOR THE FLIGHT TO ARRIVE AT THE ORIGINAL LANDING TIME, YOU MAY HAVE TO BOOK ANOTHER TAXI AND PAY ADDITIONAL CHARGES LOCALLY.**

**ALL BOOKINGS FOR A SERVICE FROM YOUR RESORT TO THE RELEVANT AIRPORT MUST BE CONFIRMED WITH YOUR LOCAL REPRESENTATIVE AT LEAST 48 HOURS BEFORE YOUR DEPARTURE FROM THE RESORT. IT IS YOUR RESPONSIBILITY TO CONFIRM YOUR BOOKING AND IF YOUR BOOKING IS NOT SO CONFIRMED, WE CANNOT GUARANTEE THAT THE SERVICE WILL BE PROVIDED AND WE WILL NOT BE LIABLE FOR ANY LOSSES OR ADDITIONAL COSTS YOU INCUR.**

### **Complaints**

Should you have a complaint with any aspect of your transfer, the complaint must immediately be brought to the attention of our local representative. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

### **Law and Jurisdiction**

These terms and conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction over any dispute or claim arising out of it.

### **Special Requests**

Any special requests must be advised to us at the time of booking. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled.

### **Disabilities and Medical Problems**

We are not a specialist disabled transfer company, but we will do our utmost to cater for any special 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 by submitting them to our booking agent before we confirm your booking so that we can advise as to the suitability of your chosen arrangements if possible.

Please inform us at the time of booking if any of the passengers are wheelchair users. Please also inform us as to whether the wheelchair is collapsible, so that we can ensure that the correct vehicle is booked to meet your needs.

## **Child Seats**

As per the EU directive 2003/20/EC the following applies:

Children must use the correct child seat until they are 135cm tall or age 12 (whichever they reach first). They then must wear an adult seatbelt. It is the driver's responsibility to see that children are restrained correctly. **However, there is an exemption for licensed vehicles, which can still carry children even if the correct child seat is not available.**

### **Licensed vehicles are subject to the following rules:-**

- Children under three, if in a licensed taxi/vehicle may travel unrestrained in the rear if no child seat is available.
- For children aged three and above, they must use an adult seatbelt, if no child seat is available or taken.

## **Shuttles**

There will be no charge for children under 3 years of age (providing they sit on an adults lap, and do not occupy the front seats of the vehicle).

Children aged 3 years and above always count as a passenger, occupy a seat and must be booked and paid for in full.

## **Private Transfers**

Children under 3 years of age may travel unrestrained (on an adult's lap) in the rear of a vehicle if no child seat is provided. However, this will still count towards the vehicle occupancy.

If customers choose to use or take a child seat, then the child must be included in the total number of passengers travelling, as a seat in the vehicle will be required.

Children aged 3 years and above always count as passengers and occupy a seat, and must use an adult seat belt if no child seat is provided.

**NB** - If parents choose to use a car seat, we recommend they take their own to ensure safety standards. Upon request at the time of booking, in some resorts, child seats can be pre-booked. Fees may apply.

## **Behaviour**

We reserve the right within our reasonable discretion to terminate the transfer, if you or your party's conduct or behaviour is disruptive in any way and/or affects your safety or that of the driver of the vehicle. Neither we nor any of our suppliers accept liability for any extra costs incurred by you/or your party as a result of us or any of our suppliers doing so.

Passengers are not permitted to take alcoholic drinks onto the vehicles for the purpose of consuming them during the transfer journey. We further reserve the right to refuse carriage to any person who is thought to be under the influence of alcohol or drugs.

Full payment for any damage or losses caused by any passenger must be paid directly to us or other supplier prior to departure from the transfer. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **Luggage**

You may carry with you one standard-sized suitcase or holdall and one piece of hand luggage of a similar size as allowed by airlines. Further luggage may be carried at our discretion but: -

**PLEASE NOTE THAT THIS MAY BE SUBJECT TO A FURTHER CHARGE FOR WHICH YOU WILL BE LIABLE AT THE TIME.**

Please inform us at the time of booking by telling our booking agent if you wish to travel with excess baggage including, but not limited to, surfboards, bicycles, pet carriers or other oversized items. This is to ensure that our vehicles can accommodate you. Should you fail to notify us at the time of booking, you will be liable to us or our suppliers for any additional costs incurred in the carriage of such items.