



## Terms and Conditions

Airport Executive LtdT/aXpedite(referred to in the agreement as 'we, us or our') acts as a disclosed agent for third party transport providers (the "Sub-contractor"). The contract for the provision of transport service is between you and the Sub-contractor.

Our registered office is at **Lynwood House, 373-375 Station Road, Harrow, HA1 2AW Middlesex** and our company number is**2422516**. 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 cover all bookings made through Airport Executive Ltd, including bookings made on the Xpedite website and all other company owned and run websites.

### 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. Please also note that as you are contracting directly with the Sub-contractor you may also be bound by their terms and conditions of booking.

1.2 By ordering any services from us, you are entering into a contract with the Airport Executive Ltd 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 websites or otherwise.

### 2 Our web site

2.1 Our websites are places for you to select and order a transfer service to take you to and/or from your UK address, from and/or to the relevant airport (the "Service"). Our websites describes our Services in more detail.

2.2 Please note that the contents of our web site are aimed only at users aged 18 and above, and you must be 18 years or over to purchase the Service, using the payment method displayed on our website.

### 3 Booking

3.1 To place an order you must follow the ordering procedures set out on our order page of our website. All orders must be placed at least 24 hours in advance of your departure.

3.2 We are entitled, on behalf of the Sub-contractor, to refuse any order placed by you. We do not guarantee to successfully allocate a Sub-contractor to every booking request. In the event that we

are unable to accept your booking request, you will be advised. You may be offered an alternative which may include additional charges. If your order is accepted, we will acknowledge your booking and issue a booking voucher to the e-mail address you have given us on ordering. Subject to clauses 3.3, 4.4 and 5, the order will then be fulfilled by the Sub-contractor on the date set out in the booking voucher.

3.3 You confirm that all details you provide to us for the purpose of purchasing the Service from the Sub-contractor 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 Sub-contractor who will then not perform the Service. We will advise you as soon as possible to the e-mail address or by phone number you have given us if for any reason your booking has to be cancelled.

3.4 For successful bookings, a voucher will be produced. One voucher is produced for the party, which also covers any return transfers booked. The voucher contains your journey 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. **You must present this to the driver at the start of your journey.**

## **4 Prices and Payment**

4.1 Details of our prices for the service and the procedures for payment and delivery are displayed on our website. The price of any Service is the price displayed on our website at the date and time of your order. We may change the price of any Service on our website 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 above). The price displayed on the website is for the service described, once the terms and conditions of using this service have been accepted. We will inform you if a Service's correct price is higher than that stated in your order. We have a non-refund policy. You are able to change your booking by informing us of the change with a minimum prior notice of 24 hours, subject to alteration charge of £20 per booking and any additional costs that may be applied if the journey you book is more expensive than your originally booked.

4.2 Prices quoted are per vehicle - except in the case of shuttle transfers where per person rates are quoted. In the majority of cases, it is our Sub-contractor's policy that each passenger is entitled to carry with them 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 the discretion of the Sub-contractor but **PLEASE NOTE THAT THIS MAY BE SUBJECT TO A FURTHER CHARGE FOR WHICH YOU WILL BE LIABLE AT THE TIME.** Please contact us prior to travel if you are travelling with golf clubs, surf boards or any other exceptional item so that we can pass this information on to the Sub-contractor who will be providing the service to you, as a larger vehicle size may be required.

4.3 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.

4.4 If you are booking via a Travel Agent, they are acting as a sub-agent on behalf of the Sub-contractor. You do not have a contract with the Sub-contractor until full payment has been received. The Sub-contractor will not accept any liability until full payment has been received. Once we have received the payment from the Travel Agent, we will be able to place your booking with the Sub-contractor.

## **5 Delivery of Service**

5.1 The Sub-contractor will use all reasonable efforts to ensure that their taxi collects you from your collection point at the time set out in your booking voucher. However, the Sub-contractor 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 Sub-contractor 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 or delays caused by conditions beyond our control, including mechanical breakdowns and **road traffic conditions**.

5.2 If your inbound flight to the UK is delayed, your Service will automatically be amended and your taxi will collect you at your revised time of arrival. Please note additional night supplements may be applicable.

## **6 Your commitments**

6.1 If your flight is diverted, we recommend that you contact us as soon as possible, **when we will endeavour to** book another taxi for you with the same Sub-contractor or an alternative Sub-contractor, at a discounted rate. Please note that, subject to their terms and conditions, it is the responsibility of the airline to transport you to your original destination airport, you may be entitled to collect additional costs incurred from your carrier.

6.2 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 email addresses in the event of an emergency and local office reconfirmation hours. This is made clear at the end of the booking process. Neither us, nor the Sub-contractor, accept any responsibility or compensation claims for any loss of service should you not travel with your booking voucher.

## **7 In case of a complaint**

7.1 If you encounter a problem with the service provided, please inform the Sub-contractor, or email us using the email address given to you on your booking voucher, and we will immediately endeavour to investigate the matter with the Sub-contractor on your behalf and put things right. Failure to notify us of your complaint at this stage will affect our ability to investigate the matter complained of, and your rights under the contract.

7.2 If you have any service issues upon your return, in relation to services booked through Xpedite, you should direct them to us via email at customerservices@directairporttransfers.com or by post to Unit 18 Oliver Business Park, Oliver Road, Park Royal, London NW10 7JB. We will liaise with the Sub-contractor and endeavour to resolve all service issues within 28 days of notification.

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

## **8 Cancellation and amendment**

8.1 If your booking details change, you can amend your booking up to 24 hours prior to your departure, subject to payment of any difference in the applicable prices in accordance with clause 4 above. **We charge £20 administration** fee for any booking that is amended at any time prior to departure. Please contact us at our offices on cs@Xpedite.eu

8.2 You may cancel your booking at any time. Your Sub-contractor's terms and conditions will typically provide that, inside 24 hours of the departure time 100% cancellation fees will apply and no monies will be refunded to you. 2 to 14 days prior to the departure date, £20 or 25% of the

cost of the booking will be charged, whichever is the higher amount. 15-30 days prior to the departure date, £20 admin fee will be charged. If the booking is amended outside of 30 day of departure, we will make a charge to you of £20 administration fee on per booking basis.

## 9 Wheelchairs

9.1 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.

## 10 Child seats

10.1 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 under 14 years old are restrained correctly. We are able to provide child seats if required at an additional cost, and these must be requested at the time of the booking. Please be sure to give us correct age, height and weight of the child. Whilst we will take every step to try and ensure that we supply vehicles with child seats as required, occasionally due to logistical reasons or circumstances beyond our control, it may not always be possible to supply a vehicle with any child seats or a vehicle with the same size child seats that you had requested at point of booking. As stated - whilst we will always endeavour to supply vehicles with child seats when requested, we are not duty bound to do so. The law relating to child seats makes allowances for Private Hire vehicles as follows:-

### Under 3 years old

In a licensed taxi or licensed hire car, if a child restraint is not available then the child may travel unrestrained in the rear. This is the only exception for children under 3, and has been introduced for practical rather than safety reasons.

### Above 3 and under 12 years old or less than 135cm

in a licensed taxi or private hire vehicle, if a child seat is not available, the child must use the adult belt instead.

In the event we are unable to supply a vehicle with any child seats or same size child seats that you had requested at time of booking, we will of course adjust or refund the charge for these seats accordingly.

## 11. Unaccompanied minors.

Children under the age of 15 years must be accompanied by a responsible adult for us to be able to provide their transportation.

**In summary, the Sub-contractor's policy is as follows:-**

### 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, 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 apply.

## **11 Excess Baggage**

11.1 Please inform us at the time of booking 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 the Sub-contractors vehicles can accommodate you. Should you fail to notify us at the time of booking, you will be liable for any additional costs incurred in the carriage of such items.

## **12 Conduct**

12.1 The Sub-contractor reserves 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 us nor the Sub-contractor accept liability for any extra costs incurred by you/or your party as a result of our doing so.

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

12.3 Any costs incurred by the Sub-contractor due to damage caused by the passenger must be repaid by the passengers.

## **13 Data Protection / Privacy**

13.1 For the purposes of the Data Protection Act 1998 we, are a data controller. In order to process your booking need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen booking and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. In order to process your order we may share your information with our Sub-contractor or other involved third party. We will provide only the personally identifiable information necessary to ensure the successful fulfilment of your travel arrangements. The information may also be provided to security or credit checking companies, or as required by law.

13.2 We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will only pass any information on to any company and/or organisation responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements and/or details of any illnesses, disabilities or religious requirements, you consent to this information being passed onto any organisation or companies

responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant Sub-contractors, we cannot process your booking.

13.3 We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. Please email us at [cs@Xpedite.eu](mailto:cs@Xpedite.eu). In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

## **14 Service Availability**

14.1 We accept no liability for any costs, losses or damages resulting from or related to the purchase or attempted purchase of a Service.

14.4 We have used our best efforts to ensure that our website complies with United Kingdom laws. However, we cannot confirm that the Services or the materials on our web site are appropriate or available for use in locations outside of the United Kingdom. To the extent that local laws override any provision of these terms and conditions, the relevant provision shall be deemed amended to comply with such law or, to the extent that such amendment is not possible, the provision shall be deemed stricken and the remaining provisions shall continue with full effect.

## **15 Liability**

15.1 If the Service delivered by the Sub-contractor is not what you ordered or is not performed with reasonable skill and care due to the fault of our employees, agents or Sub-contractors, we will refund to you the price paid on behalf of the Sub-contractor and, if the Service is not performed at all by the Sub-contractor, we will refund to you the price paid. This is subject to clauses 15.2, 15.3, 15.4 and 15.5 below.

15.2 We will not be responsible for any claim arising as a result of any or all of the following;-

- i) the fault of the person(s) affected or any member(s) of their party or
- ii) the fault of a third party not connected with the provision of the service which we could not have predicted or prevented or
- iii) the fault of anyone who is not carrying out work for us (generally or in particular) at the time or
- iv) an event or circumstance that we or the Sub-contractor(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure as described in these booking conditions.

15.3 The Services are provided to you on behalf of the Sub-contractor for private domestic use only. The contract between you and the Sub-contractor is a consumer contract. Accordingly, neither us nor the Sub-contractor accept any liability for any business loss (which includes without limitation any loss of contracts, loss of profits, loss of revenue or loss of anticipated savings in expenditure or any loss or corruption of data) however caused, even if foreseeable.

15.4 If we are liable to you for any reason, our liability will be limited to the direct costs you incur which are a foreseeable consequence of our failure.

15.5 We promise that all Services you purchase from our web site will be performed with reasonable skill and care and, as far as reasonably possible, in accordance with our agreement. We will do our best to ensure that all materials and information published on our web site are

accurate, but regrettably errors do occur, and we reserve the right to rectify such errors before your booking is confirmed.

15.6 Nothing in these terms and conditions affects your statutory rights as a consumer.

## **16 Force Majeure**

16.1 Force majeure means that we will not pay you compensation (on behalf of the Sub-contractor) if we have to cancel or change the service because of unforeseeable circumstances beyond our 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.

## **17 General**

17.1 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.

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

17.3 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 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 journey.

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

17.5 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.

17.6 These 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 this contract, you agree to submit to the exclusive jurisdiction of the English courts.

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

## **18 Notices**

18.1 All notices shall be given to us via email at [cs@Xpedite.eu](mailto:cs@Xpedite.eu) for services booked on either of our websites, or to you at either the e-mail or postal address you provide during any ordering process.

18.2 Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 48 hours after the date of posting.

## **19 Replacement**

19.1 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 Sub-contractor. Please click on the "I Agree" button to confirm your acceptance of these terms and conditions.