

FIRST RAIL SUPPORT LIMITED Trading As FIRST TRAVEL SOLUTIONS

Terms And Conditions

First Rail Support Limited t/a First Travel Solutions (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 Unit 20 Time Technology Park, Blackburn Road, Simonstone. BB12 7TG and our company number is 01966624. 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 First Travel Solutions, including bookings made on the First Travel Solutions 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. 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 and not First Travel Solutions 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. Nature of 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 travel destination, 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. Ordering

- 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 72 hours in advance of your departure.
- 3.2. 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 accept your booking request we will send an email to advise you. An alternative may be offered which may include additional charges. If your order is accepted, we will confirm acceptance to you by online electronic means ("Confirmation") to the e-mail address you have given us on ordering. Subject to clauses 3.3 and 5, the order will then be fulfilled by the Supplier on the date set out in the Confirmation.
- 3.3. 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 Confirmation on behalf of the Supplier who will not perform the Service. We will advise you as soon as possible to the e-mail address you have given us if for any reason your booking has to be cancelled.
- 3.4. For successful bookings, an e-mail will be sent to the address you give us. One e-mail is sent for the party, which also covers any return transfers booked. The e-mail contains your journey details and your unique reference number. 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 and the consumer waives the right to have the fare calculated on a taximeter. 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, we will refund all monies you have paid
- 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 Supplier'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 Supplier 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 Supplier 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. Credit card issuers charge us a handling fee and we will pass this on to you where you make payment using a credit card.
- 4.4. **Please note** - 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. The Supplier 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 Supplier.

- 4.5. **Waiting Time** - Any waiting time will be charged at 35p per minute (minimum £3.50). Flight delays are exempt from these charges. Pickups from home, hotel, offices and other venues are allowed 5 minutes from the actual booked time, thereafter 35p per minute (minimum £3.50) will be added to the fare quoted. Waiting time charges are payable to the driver.
- 4.6. **Seasonal fares** - Our Prices will be 50% higher on the following dates; 24th, 25th, 26th, 31st December and 1st January. This is due to limited drivers available for work during seasonal periods.

5. Performance

- 5.1. The Supplier will use all reasonable efforts to ensure that their taxi collects you from your collection point at the time set out in your Confirmation. However, the Supplier 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.
- 5.2. If your outbound flight 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.
- 5.3. If your outbound flight is diverted for any reason, we will on behalf of the Supplier, 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.**

6. Your responsibilities

- 6.1. If your flight is diverted, we recommend that you contact our 24 hour helpline as soon as possible who will book another taxi for you with the same Supplier or an alternative Supplier, 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.
- 6.2. It is your responsibility to travel with their booking confirmation which lists arrival instructions (which differ in 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 at the end of the booking process. Neither us, nor the Supplier, accept no responsibility or compensation claims for any loss of service should you not travel with your booking confirmation.

7. If you have a complaint

- 7.1. If you encounter a problem with the service provided, please inform our local representative or call us using the numbers given to you at the end of the booking process, and we will immediately endeavour to investigate the matter with the Supplier 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 First Travel Solutions, you should direct them to us via email at travel.solutions@firstgroup.com or by post to Unit 20 Time Technology Park, Blackburn Road, Simonstone, Lancashire BB12 7TG. We will liaise with the Supplier 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 - then within 28 days of this date).

8. Variations and Cancellation

- 8.1. If your booking details change, you can amend your booking during office hours (0900 – 1700 Monday to Friday), subject to payment of any difference in the applicable prices in accordance with clause 4 above. We reserve the right to charge a £20 administration fee for any booking that is amended at any time prior to departure. All requests for amendments must be made via email to travel.solutions@firstgroup.com. Whilst we will try to assist, we cannot guarantee that any requests for amendments will be met and we reserve the right to charge a £20 administration fee on a per booking basis.
- 8.2. You may cancel your booking at any time. Your Supplier's terms and conditions will typically provide that, inside 7 days of the departure date 100% cancellation fees will apply and no monies will be refunded to you over 7 days 100% will be returned to you.

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 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.**

- 10.2. **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.

- 10.3. **In summary, the Supplier's policy is as follows:-**

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, they will still count towards the vehicle occupancy.

- 10.4. 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.

11. Excess luggage

- 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 Suppliers 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. Behaviour

- 12.1. The Supplier 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 Supplier 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 Supplier further reserves the right to refuse carriage to any person who is thought to be under the influence of alcohol or drugs.

13. Data Protection

- 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 Supplier 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 not however, pass any information on to any company and/or organisation not 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 suppliers, 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 travel.solutions@firstgroup.com. 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. Availability of the Services

- 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.
- 14.2. 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 Supplier is not what you ordered or is not performed with reasonable skill and care due to the fault of our employees, agents or suppliers, we will refund to you the price paid on behalf of the Supplier and, if the Service is not performed at all by the supplier, we will refund to you the price paid together with your reasonable costs incurred due to the failure. This is subject to clauses 15.2, 15.3, 15.4, 15.5, 15.6 and 15.7 below.
- 15.2. We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, the Supplier and sub contractors whilst acting within the scope of or in the course of their employment in the provision of the service. Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part or that of our suppliers in performing our obligations under the contract. We will accordingly pay to you such damages as are applicable in such circumstances under English Law.
- 15.3. We will not be responsible for any claim arising as a result of any or all of the following:-
 - 15.3.1. the fault of the person(s) affected or any member(s) of their party or
 - 15.3.2. the fault of a third party not connected with the provision of the service which we could not have predicted or prevented or

- 15.3.3. the fault of anyone who is not carrying out work for us (generally or in particular) at the time or
- 15.3.4. an event or circumstance that we or the supplier(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.
- 15.4. The Services are provided to you on behalf of the Supplier for private domestic use only. The contract between you and the Supplier is a consumer contract. Accordingly, neither us nor the Supplier accept no 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. These exclusions do not apply to any liability we may have for death or personal injury resulting from our negligence and for which our liability is unlimited.
- 15.5. 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. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence and for which our liability is unlimited.
- 15.6. 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.
- 15.7. 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 Supplier) 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 terms and conditions on website regularly. The terms governing the purchase of any Service will be the terms in place at the time of your order.
- 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 travel.solutions@firstgroup.com 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 Supplier. By continuing through to the payment screen and ticking the box confirms your acceptance of these terms and conditions.