



Terms and Conditions

This agreement applies as between you, the User of this website and Peak Travels LTD of 104 St. Andrews Way, Slough, Berkshire, United Kingdom, SL1 5LJ, (“Peak Travels”, “we”, “us”, or “our”), the operator(s) of www.peaktravels.co.uk (this “website”).

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

This agreement is not governing our minibus hire with driver service services, for further information on the terms on which we make our minibus hire with driver service available to you, please refer to our Terms of Service.

1. BOOKING ENQUIRY

- 1.1. You can make Booking enquiries via telephone, email, online form or other means.
- 1.2. We will provide an offer based on the information requested on the website or otherwise provided by you.
- 1.3. Please note that inaccurate or insufficient information provided by you may delay the preparation of or can lead to the rejection of an offer.
- 1.4. You agree to provide current, complete, and accurate information for all Booking Enquiries made with us.
- 1.5. You agree to promptly update your information, including your email address so that we can provide an offer and contact you as needed.

2. QUICK JOURNEY QUOTE

- 2.1. You may send us a Booking Enquiry by using the Quick Journey Quote System on our website.
- 2.2. Please note that inaccurate or insufficient information provided by you may delay the preparation of a quotation or can lead to the rejection of a Booking Request.
- 2.3. You agree to provide current, complete and accurate information for all Booking Requests made with us.
- 2.4. You agree to promptly update your information, including your email address so that we can provide an offer and contact you as needed.
- 2.5. Quotations are issued typically within one hour of request and valid for 14 days from the time of issue, unless agreed in writing with us. Please check your quotation for the exact period of validity.
- 2.6. Any change to the scope of the service, including a change to any stated assumptions or customer dependencies, may result in the quotation being made invalid. Should this occur an updated quotation will be issued to replace the previous version.
- 2.7. Quotations are also subject to availability at the time of issue. Cost and timescales may be affected by services required, or at the relevant third-party supplier.

3. WHEN BOOKINGS ARE NOT ACCEPTED

- 3.1. While we do our best to always accept bookings, we could however refuse a bookings in certain cases, for example if:
 - 3.1.1. you provide us with incomplete, incorrect or fraudulent information regarding your identity, age, payment details, billing information;
 - 3.1.2. we discover that there was an error on our website relating to the services you booked, for example as regards the price or description displayed;
 - 3.1.3. the Services you ordered are unfortunately no longer available;
 - 3.1.4. we have reasonable grounds to believe that you intend to resell the Services.



Terms and Conditions

- 3.2. If we cannot accept your booking, we will contact you by email as soon as possible but in any case, no later than 7 days from the date of your booking. If we cannot accept your booking because the services are no longer available, or because of an error in the price and/or other information on our Site, we will refund you any money you may have already been charged for such booking.

4. INTELLECTUAL PROPERTY

- 4.1. All Content included on the website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Peak Travels, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 4.2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the website unless otherwise indicated on the website or unless given express written permission to do so by Peak Travels.

5. LINKS TO OTHER WEBSITES

This website may contain links to other sites. Unless expressly stated, these sites are not under the control of Peak Travels or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.

6. PRIVACY

- 6.1. For the purposes of applicable data protection legislation, Peak Travels will process any personal data you have provided to us in accordance with our Privacy Policy available on the Peak Travels website or on request from Peak Travels.
- 6.2. You agree that, if you have provided Peak Travels with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Peak Travels and (2) that you have brought to the attention of any such third party the Privacy Policy available on the Peak Travels's website or otherwise provided a copy of it to the third party.
- 6.3. You agree to indemnify Peak Travels in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

7. DISCLAIMERS

- 7.1. Peak Travels makes no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 7.2. No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.

8. BLOG

- 8.1. The Peak Travels blog and its contents have been compiled with the greatest possible care. However, Peak Travels does not accept any liability or guarantee for the topicality, correctness and completeness of the information provided on our blog.
- 8.2. Liability claims against Peak Travels, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no



Terms and Conditions

demonstrable intentional or grossly negligent fault on the part of Peak Travels.

- 8.3. Peak Travels expressly reserves the right to change, supplement or delete parts of the pages or the entire blog without separate announcement or to discontinue the publication temporarily or permanently.
- 8.4. All data is published conscientiously but without guarantee.
- 8.5. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction and translation, are reserved and require the written consent of Peak Travels. Unauthorised use, even of extracts, will be prosecuted.

9. AVAILABILITY OF THE WEBSITE

- 9.1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 9.2. Peak Travels accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by law, Peak Travels accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website or any information contained therein. Users should be aware that they use the website and its Content at their own risk.
- 10.2. Nothing in these terms and conditions excludes or restricts Peak Travels’s liability for death or personal injury resulting from any negligence or fraud on the part of Peak Travels.

11. NO WAIVER

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

12. PREVIOUS TERMS AND CONDITIONS

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

13. SEVERANCE

Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

14. LAW AND JURISDICTION

These terms and conditions and the relationship between you and Peak Travels shall be governed by and construed in accordance with the Law of England and Wales and Peak Travels and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.