



# Terms of Service

These Terms of Service (the “Terms”) constitute a legal agreement between you and Peak Travels LTD of 104 St. Andrews Way, Slough, Berkshire, United Kingdom, SL1 5LJ (hereinafter “Peak Travels”, “we”, “our”) and you the user (“you”) governing the use of the services whether booked through the Peak Travels website [www.peaktravels.co.uk](http://www.peaktravels.co.uk) or another method (hereinafter the “Services”).

## 1. GENERAL CONDITIONS

- 1.1. We reserve the right to refuse service to anyone for any reason at any time.
- 1.2. Prices for our Services are subject to change without notice.
- 1.3. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- 1.4. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.
- 1.5. We reserve the right, but are not obligated, to limit the sales of our Services to any person. We may exercise this right on a case-by-case basis.
- 1.6. We do not warrant that the quality of any products, services, information purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 2. BOOKING ENQUIRY

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

## 3. QUICK JOURNEY QUOTE

- 3.1. You may send us a Booking Enquiry by using the Quick Journey Quote System on our website.
- 3.2. 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.
- 3.3. You agree to provide current, complete and accurate information for all Booking Requests made with us.
- 3.4. You agree to promptly update your information, including your email address so that we can provide an offer and contact you as needed.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.

## 4. WHEN BOOKINGS ARE NOT ACCEPTED

- 4.1. While we do our best to always accept bookings, we could however refuse a bookings in certain cases, for example if:
  - 4.1.1. you provide us with incomplete, incorrect or fraudulent information regarding your

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identity, age, payment details, billing information;

- 4.1.2. 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;
  - 4.1.3. the Services you ordered are unfortunately no longer available;
  - 4.1.4. we have reasonable grounds to believe that you intend to resell the Services.
- 4.2. 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.

### 5. PICK-UPS

- 5.1. Where you request a specific Pick-up time, we will advise whether, in our reasonable opinion, your specified Pick-up time is appropriate and recommend an alternative Pick-up time, where appropriate. Should you decline our recommendation, we will follow the by you specified Pick-up time but cannot be responsible for any delays resulting from your decision.
- 5.2. Meeting point would be at the arrivals, our driver will wait there with name board, if required.
- 5.3. We will use all reasonable endeavours to arrive at a pre-agreed Pick-up on time.
- 5.4. Should you or the intended passenger(s) not be ready at the agreed pick-up time we will
  - 5.4.1. wait for up to 15 minutes (grace period) at no extra charge; or
  - 5.4.2. where waiting times exceed the grace period charged at the following rates:
    - 5.4.2.1. Charge after 45 minutes and beyond the first 15 minutes £(as per TFL)
    - 5.4.2.2. Charge per additional If you instruct us to wait longer per 15-minute tranche £8.
    - 5.4.2.3. We reserve the right to determine your pick-up as No Show if a reasonable waiting period has passed and you failed to contact us.
- 5.5. Where we are delayed beyond the agreed Pick-up time and the delay is unlikely to have a material impact on the planned outcome of the Transfer then the Booking will continue as planned and we will not be liable for such delay.
- 5.6. Flights
  - 5.6.1. Where you during the Booking process, provide details of a flight and indicate departure time, we will use our experience and judgement to calculate and will arrive 30 minutes after your flight is scheduled to land. We ask you to update us or your driver after you have landed and after you have collected your baggage, if you do not update, our driver will make way to the meet and greet point.
  - 5.6.2. We monitor flight delays and accommodate flight delays up to a maximum of 45 minutes. Whilst we do try our best to accommodate our customers impacted by any flight delays beyond 45 minutes, we do not guarantee a pick up if your flight is delayed for more than 45 minutes.
  - 5.6.3. If your flight is more than 45 minutes delayed, we reserve the right to cancel your booking and cannot be held legally responsible. If we do cancel your booking due to flight delay for more than 45 minutes, you are entitled to a full booking refund only and we are not liable to pay any additional charges that you may incur for arranging any alternative transport once we cancel your booking.

### 6. MEET AND GREET

- 6.1. Where you request a Meet and Greet service, you must provide us with the relevant details of the to be arranged Meet and Greet during the Booking Request process.
- 6.2. Where we are delayed beyond the agreed Meet and Greet time and the delay is unlikely to have a material impact on the planned outcome of the Transfer then the Booking will continue as planned and we will not be liable for such delay.
- 6.3. Flights

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- 6.3.1. We will, using reasonable commercial efforts monitor the flight and coordinate with the actual time of flight arrival and adapt to changes should a flight be delayed, or arrive ahead of schedule. However, we will not be responsible for any delays in Pick-up resulting from the non-availability or inaccuracy of flight tracking data provided by third parties (flight tracking data) and which is beyond our reasonable control. You accept and acknowledge that we will not be liable for a Meet and Greet delay resulting from the non-availability or inaccuracy of flight tracking data.
- 6.3.2. If your flight has arrived as scheduled and confirmed by flight tracking data and you or the intended passenger(s) are not ready at the agreed Meet and Greet time, we will
- 6.3.2.1. wait for up to 15 minutes (grace period) at no extra charge; or
  - 6.3.2.2. where waiting times exceed the grace period charged at the following rates:
  - 6.3.2.3. Charge per hour beyond first 15 minutes £32
  - 6.3.2.4. Charge per additional 15-minute tranche £8 plus any extra parking fees.

### 7. EQUIVALENT VEHICLES

- 7.1. If you have requested a specific Vehicle for the Booking, we reserve the right to provide a replacement vehicle provided that the replacement is of equal class and type to the vehicle originally intended.
- 7.2. We will not be obliged to amend our fees where we have provided a replacement vehicle in accordance with this Clause 7.

### 8. REQUEST FOR THIRD PARTY SERVICES

We may at our sole discretion decline or agree to provide Third Party Services you have requested at your expense or at our sole discretion at our expense. Doing so we have no responsibility for the performance or outcome of the service provided by the third party.

### 9. CANCELLATION POLICY

- 9.1. We will attempt to accommodate requests to reschedule the date of booking, but cannot guarantee that such requests will be honoured, and acceptance of such requests is at our sole discretion. Any out-of-pocket costs associated with cancellation shall be your responsibility.
- 9.2. If a booking is to be rescheduled a) due to a Force Majeure Event; or b) our unavailability; then we agree to reschedule a booking at the earliest possible mutually convenient date and time.
- 9.3. Notwithstanding the foregoing, we have sole discretion to determine whether to reschedule a booking or to refund you.
- 9.4. If a rescheduling request is received less than 24 hours prior to a booking, we will charge at its sole discretion a cancellation fee of at least 50% and up to the value of the booking. If a cancellation request is received less than 12 hours prior to a booking, we will charge at its sole discretion a cancellation fee of at least 100% and up to the value of the booking.

### 10. REFUND POLICY

#### 10.1. General

Refunds will be processed within 14 days. For currency conversions, refunds will be made in the currency in which you paid for the order. We accept no responsibility for any loss or gain arising from changes in exchange rates between the time of order and the time of refund.

#### 10.2. Late or missing refunds

If you have not received a refund within 14 days of us notifying you that your refund has been issued, please double check your bank account, and contact your bank or credit card company. If you have done all this and still have not received your refund, please contact us.

### 11. NO SHOW

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If you fail to cancel your booking prior to the pickup time and do not show up on the pickup date, we reserve the right to charge you a no-show fee and none of the amounts paid by you will be refunded.

### 12. LUGGAGE

- 12.1. If you wish to transport luggage that exceeds the usual hand luggage size, additional space must be booked for this. We reserve the right to refuse any passengers having excess luggage which would result in the vehicle being unsafe whilst in motion. This can also cause delay in organising the appropriate vehicle and an extra charge for a larger vehicle. £(as per TFL).
- 12.2. Wheelchairs, pushchairs, or other walking aids are not considered luggage for the purposes of the foregoing. Wheelchairs, pushchairs, and other walking aids are always transported free of charge, provided that the boot capacity of the vehicle permits this.
- 12.3. At the time of booking you are required to clearly specify how much luggage you wish to take with you (Small, med, large and extra items like Wheelchairs, pushchairs, and other walking aids).
- 12.4. Loading and unloading, it is your responsibility to load and unload your luggage and belongings as we will not be held liable for loss or damage.
- 12.5. Neither We or any drivers will accept any responsibility for loss or damage to any luggage or property carried in their vehicles, irrespective of the manner in which the loss/damage is sustained.

### 13. TRIP ROUTE

- 13.1. All drivers are required to travel by the shortest route unless specifically instructed to do so by you, which will increase the fare.
- 13.2. Traffic conditions are constantly monitored to help avoid any delays in your travels, which may involve a diversion.
- 13.3. Fares are quoted at a flat rate. Any diversions: additional pickups or via points you may ask to make will be charged a minimum of £(flat rate).

### 14. CHARGEBACKS OR SECTION 75 CCA 1974 CLAIMS

You agree to contact Peak Travels prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through Peak Travels, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be.

### 15. ACCURACY OF BILLING INFORMATION

You agree to provide current, complete and accurate purchase information for all bookings made with us. You agree to promptly update your information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### 16. OTHER IMPORTANT TERMS

- 16.1. **Child seats & boosters.** Child Safety seats suitable for children 9-18kg can be provided at a cost of £10 per journey. Booster seats are available at £5.00. If required, please request these at the point of booking.
- 16.2. **Road tolls & congestion charges.** If the driver is obliged to enter a congestion charging zone, toll road or crossing, the prevailing charge will be added to the cost of the Booking and is charged at cost.



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- 16.3. **Parking.** Parking is an additional cost. If the driver is required to pay to park in order to fulfil the Booking, the parking charge will be added to the cost of the Booking and is charged at cost.
- 16.4. **Drop-off zones.** If a driver is obliged to enter an airport drop-off zone the prevailing charge is added to the Booking and is charged at cost.
- 16.5. **Soiling of the vehicle.** Any soiling of the vehicle that requires the car to be taken out of service for professional cleaning will result in a valeting charge of £150.

### 17. ERRORS, INACCURACIES AND OMISSIONS

- 17.1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to Service descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel bookings if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your booking).
- 17.2. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

### 18. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 18.1. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.
- 18.2. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
- 18.3. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Services at any time, without notice to you.
- 18.4. You expressly agree that your use of, or inability to use the Service is at your sole risk. The service and all and Services delivered to you is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 18.5. In no case shall Peak Travels, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise, arising from your use of any of the service procured using the service, or for any other claim related in any way to your use of the service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any product, or otherwise made available via the service, even if advised of their possibility.
- 18.6. Nothing in these terms and conditions excludes or restricts Peak Travels' liability for death or personal injury resulting from any negligence or fraud on the part of Peak Travels.

### 19. TERMINATION

- 19.1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 19.2. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services.
- 19.3. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of



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termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **20. NO WAIVER**

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

### **21. SEVERABILITY**

21.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **22. ENTIRE AGREEMENT**

22.1. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

22.2. These Terms and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

### **23. GOVERNING LAWS**

These terms and the relationship between you and us shall be governed by the laws of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction over any dispute.