

## Terms of Business

## A) ABOUT US

1. We VIAJES ALAMEDA, S.A. trading as Shuttle Direct will act as booking agent in the booking of the transportation services on this website. For full details of who we are and how to contact us, please see clause [J](#) below.

2. In making a booking you confirm you have read and accept these terms of business and information on our website and have the legal capacity and authority to accept these terms of business on behalf of yourself and all members of your party. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required, receiving the confirmation and keeping your party informed.

## B) CONTRACT

1. Shuttle Direct is a booking agent of the supplier ("Supplier") of transportation services. These terms of business set out the basis on which we will make your booking for the transportation services featured on our website.

2. All services which are sold through us are not an offer by us to sell any services, but an invitation to you to make an offer to the Supplier of the services. We are free to accept that offer on behalf of the Supplier, or to reject it. If we accept the offer, you will have a contract with the Supplier. You are deemed to have accepted the Supplier's terms and conditions of contract when you make a booking and you agree to be bound by them. Please read the Supplier's terms and conditions carefully as they contain important information about your booking. Copies are available from us on request.

3. Your contract is with the Supplier and the name and contact details of the Supplier will be specified on the voucher we send to you (see clause [C](#)(3) below) The Supplier's terms and conditions will apply to your booking. Our role is limited to facilitating a contract between you and the Supplier. As agent we accept no responsibility for the provision of the services provided by the Supplier.

4. None of the transportation services on our website made available by us are "packages" as defined by the European Directive on Package Holidays, Package Travel and Package Tours Directive 1990, and any legislation in the country of booking which implements this European Directive into your national law. Please note that even if you make more than one booking at the same time, each booking is a separate contract between you and the Supplier.

## C) ONLINE BOOKING PROCEDURE

1. A range of transportation services are available on our website which are described in [K](#)(1) below. You make an offer to purchase transportation services online by completing the service booking request form. This asks you to provide details which you are asked to confirm and we pass on to the Supplier. In confirming the details, please check that all names, dates and timings are correct and advise us of any errors immediately. In providing your payment card details you warrant that you have authority to use the card and that we may immediately debit your card for the value of the services.

2. Once we receive your service booking request form and payment, we will acknowledge receipt of the payment by e-mail on behalf of the Supplier. This e-mail simply confirms that we have processed the payment on behalf of the Supplier and that we are dealing with your service booking request. It is not a confirmation of booking. A binding contract comes into effect between you and your Supplier when we send you e-mail confirmation of your booking. The date of the contract is the date that appears on the confirmation e-mail.

3. The e-mail confirmation of your booking has a link to your voucher. The name of the Supplier with whom you have a contract will be on the voucher, and his contact details. You must print it out, sign it and present it to your Supplier to receive the service that you have booked. Failure to produce the voucher may result in the service not being provided to you. We recommend you also take copies of the voucher, the service booking request and e-mail confirmations with you on your trip to produce if required.

4. All communications from us require you to acknowledge receipt. If you fail to acknowledge receipt of an e-mail, and our records show you have received it, receipt is deemed to have been sent by you.

5. You must check the details on the voucher as soon as you receive it. Please notify us of any errors immediately as it may not be possible to make changes later. As a booking agent of the Supplier, we will forward your service booking request to the Supplier, and we have no liability for errors in the voucher except where those errors are made by us. You must tell us within 48 hours of travel of any errors. Please see clauses [E](#) and [F](#) for our policy on changes and cancellations.

6. The booking information that you provide to us on your service booking request will be passed on only to the Supplier with whom you have a contract or such other persons necessary for the service to be provided to you. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.

7. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in the country from which you make the booking. If we cannot pass this information to the relevant Suppliers, whether in the European Economic Area or not, we will be unable to process your service booking request. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are set out in clause S below.

#### D) PAYMENT

1. If a travel agent or third party makes a service booking request on your behalf, they do so as your agent. At the time you submit a service booking request you will be required to pay a deposit or make full payment. Where you only pay a deposit, you must pay the balance to the Supplier on arrival in resort. If the Supplier rejects your service booking request we will notify you by e-mail and reimburse you in full for any payment made using the same method by which you made payment to us.

#### E) CHANGES

1. Requests to make changes to your booking must be sent to us in writing and will not take effect until we receive them and confirm to you by email that the Supplier can implement the change. The changes can be made by you using the "My Booking" section of the website or in writing by fax or e-mail at least 48 hours in advance of travel. Please refer to clause J for details on how to contact us. All changes are subject to a reasonable administration fee payable to us in advance.

2. If you request any change to the pick up or drop off location, flight details, number or age of passengers and this generates an additional charge (for example, if there are extra members of your party or the flight time changes), you will have to pay the additional cost at the time of making the change. No administration fee will be charged.

3. If the Supplier does not make a charge for the proposed change (for example the changing of flight number), no additional charges will be levied provided you request the change at least 48 hours in advance of travel.

4. If the change reduces the fare a refund will be offered, subject to a reasonable administration fee, as long as these changes are made at least 48 hours in advance of travel.

5. Any changes in the time that you arrive at the pick-up point due to delays or the early arrival of your flight, and delays in security and baggage collection shall not be counted as changes to your booking provided you arrive within 60 minutes of the scheduled time.

6. Any changes within 48 hours of the first leg of a journey will incur a reasonable administration fee.

#### F) CANCELLATION

1. Requests to cancel your booking must be sent to us in writing and will not take effect until received by us on behalf of the Supplier. The cancellation can be made by you using the "My Booking" section of the website or in writing by fax or e-mail. Please refer to clause J for details on how to contact us.

3. If your booking is for a single or return journey, refunds for the unused part of the fare you paid for that ticket may be made by the Supplier if you comply with the provisions set out below subject to it being cancelled at least 48 hours before the time of travel.

2. Refunds will not be made unless you cancel your booking in whole or in part at least 48 hours prior to the departure time shown on your ticket. If due to medical reasons you are not able to do this, a refund may be made if you can provide proof of your inability to travel (such as a medical certificate).

4. If the service you were booked to travel on is delayed or cancelled or there are insufficient seats and as a consequence you reasonably decide not to travel, a refund may be made if you return your voucher to us. If you have used the outward journey the refund will be the difference in value between a single and a return fare.

5. If the service does not meet your expectations, and you wish to apply for a refund for any other reason, please refer to clause O below.

#### G) WHEELCHAIRS AND SCOOTERS

1. You must inform us if you will be bringing a wheelchair or scooter when you complete your service booking request. Please specify if it is folding, manual or include a battery and/or motor so that the appropriate service is provided for your transfer.

#### H) INSURANCE

1. Many Suppliers require you to take out travel insurance as a condition of booking with them. We strongly advise that you take out a policy insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident illness or the financial failure of the Supplier; loss of baggage and money and other expenses. If we have issued your policy please check it carefully to ensure that all the details are correct and that all

relevant information has been provided by you (i.e. Pre-existing medical conditions). Failure to disclose material and complete information will affect your insurance, and may invalidate your insurance.

#### I) OUR LIABILITY

1. Your contract for services is between you and the Supplier, and not with us. As agent we accept no responsibility for the provision of the service you booked. We are responsible for providing information on our website about the services available for booking; providing the technology to enable you to make a service booking request, passing the service booking request details that you send to us via our website to your Supplier, updating you on any changes to your booking made by your Supplier or communicating changes or cancellations that you may wish to make to your Supplier. We are not responsible for losses that may occur by the incorrect processing of your service booking request by your Supplier, nor for your mistakes in completing the service booking request or your failure to provide complete and accurate information on the service booking request.

2. We do not accept responsibility for any information about the service that we pass on to you in good faith. Information about services, mode of transport, journey times, pick up and drop off times and distances are approximate and for guidance only and not a commitment by Shuttle Direct that they will be provided as stated on our website.

3. Shuttle Direct does not make any representations about the suitability of a particular type of transportation service for your needs, and is not responsible for your choice of service. In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected).

5. Any claim for compensation for death or personal injury resulting from the use of the service must be made to the Supplier of the service and shall be subject to the laws and to the jurisdiction of the country in which the service was provided. The name and contact details of your Supplier are provided on your voucher.

6. Occasionally errors appear on the website and we shall make every effort to correct them as promptly as possible once we become aware of them. If incorrect prices or promotions are shown, we reserve the right to terminate the contract on behalf of the Supplier and refund you in full.

7. We accept no liability for any additional services that you may book directly with your Supplier.

8. We do not guarantee the accuracy of the content of this website, or that it is free from viruses or the like and which may contain bugs or destructive properties.

#### J) CONTACT

1. All communication between us and you is by e-mail, so we strongly recommend that you read your e-mail prior to commencing your trip as any anticipated changes or cancellations with regard to your contract shall be notified to you at the e-mail address provided in your service booking request. We may also e-mail you with other information that you may find useful.

2. It is your responsibility to provide us with your current e-mail address and mobile telephone number and inform us of any changes. It is essential that you provide us with a mobile telephone number on which we can contact you during your trip in the unlikely event that we urgently need to contact you about your booking.

3. Our postal address is: Customer Care, Vía Emilio Ortuño, 15, 03501 Benidorm, Alicante, Spain, telephone number: (+34) 966830101, fax: (+34) 965856551, email: [customer.care@viajesalameda.com](mailto:customer.care@viajesalameda.com), websites: [www.shuttledirect.com](http://www.shuttledirect.com) and [www.viajesalameda.com](http://www.viajesalameda.com)

#### K) TRANSPORTATION SERVICES

Shuttle Direct can book the following transportation services:

- Private hire with driver:  
These transportation services are provided to the customer and his party according to the individual time and route requirements of the customer. The customer and his party will not travel with any other party.
- Shuttle or shared ride:  
These transportation services are provided to pre-booked customers on vehicles operating on flexible routing and flexible departure times. The customer and his party will travel in a vehicle shared with other customers on a vehicle most convenient to the Supplier.
- Public transport:  
These transportation services are for use by the general public operating on a predefined route and predefined schedule. The customer and his party will travel in a vehicle shared with other customers and members of the public.
- Car Rental or Car Hire without driver:  
Transportation is offered as car rental without driver for short periods of time.

2. Your Supplier will make all reasonable efforts to arrive at the pick-up point at the time specified on your voucher, but this is not guaranteed.

3. For private hire transportation services from the airport, the driver shall wait a maximum of 60 minutes from the time of flight arrival specified on your voucher. The waiting time by the driver from any other pick up point shall be restricted to 20 minutes from the time stated on your voucher.

4. It is your responsibility to check the date, time and location on your voucher or subsequent e-mail communication from us for the pickup details of your transport service. You must ensure that the arrival time at the departure airport allows you to arrive least 10 minutes before the check-in desk opens (not closes) and under no circumstances less than two hours prior to the scheduled flight departure time.

5. The Supplier retains absolute discretion to choose the route to your destination, and it may not necessarily be the most direct route or use toll roads.

6. Please note most Suppliers will not be liable for paying any compensation for any delays, cancellations or missed services due to unforeseeable circumstances or events beyond their control, including, without limitation, accidents suffered by third parties on the transportation route, police checkpoints, acts of terrorism or vandalism, extreme weather conditions or strikes.

7. The transport shall be carried out between the points of origin and destination specified on your voucher. It is your responsibility to provide a complete and accurate address that includes a street name and number. With private transport, the vehicle shall take you to, or pick you up as close as possible to your accommodation, taking into account the physical characteristics of the vehicle and access to the contracted address. With shared shuttle services you will be transferred to your accommodation or the nearest drop-off point to your accommodation. With Public transport you will be dropped off and collected at bus stops, bus stations, etc.

8. In the event that access via the conventional route is closed due to weather conditions or the like, and you wish to be transported to your point of destination via a longer route, you shall be liable for any additional costs which are payable.

9. All vehicles are insured in compliance with local law.

10. You must tell us if minors are included on your service booking request. You are obliged to use the child car seats provided, but we encourage you to bring your own for your children, as standards vary in different countries.

11. Should you fail to notify us that minors are in your party, your transport service shall be subject to availability of suitable child seats in the vehicle. In the event there are no child seats available, the price of the service shall not be refunded and there is no liability or responsibility to you for the provision of transportation services.

12. Some suppliers require you to telephone to reconfirm your trip. This is stated on your voucher. Should you fail to reconfirm the trip, the service shall not be provided and a refund shall not be made.

13. An emergency telephone number available 24 hours a day is shown on your voucher for your use.

14. The category of vehicle in which the transport service shall be provided is not guaranteed and the Supplier has absolute discretion to substitute the vehicle without liability to you. Sometimes the vehicle may need to be substituted if it means that the service can be provided in circumstances where it would not otherwise be possible.

15. In respect of flight delays, diversions, missed connections when the transport service originates from the airport, the waiting policy is:

#### Flight Delays:

- Private hire with driver:  
Flight delays from original scheduled flight time of up to 3 hours are included. With Flight delays over 3 hours you must contact the Supplier to request the vehicle be kept waiting. An additional fee is payable in advance of the transport service. If you do not do this, the service will not be provided.
- Shuttle or Shared ride:  
You will be offered transport on the next available shared service.
- Public Transport:  
You will be offered transport on the next available scheduled service.

#### Flight Diversions:

The airline will transport you to the scheduled airport, and the delay policy above applies.

For Flight Cancellations, missed flights and missed connections, please refer to our cancellation policy at clause [E](#).

13. For private hire with driver, if you fail to be at the pick-up point within 20 minutes of the time specified on your voucher the supplier will try to contact you on the mobile telephone number you have provided. If it is not possible to speak to you by reason of no or poor connection, no signal, the voicemail is on or the call is unanswered, the service will not be provided and your Supplier is not obliged to provide you with the service and a refund will not be made.

#### L) BAGGAGE

1. All baggage must be properly labeled with the name of the owner and destination address.
2. Each passenger may carry one piece of baggage with a maximum weight of 20 kg (maximum combined size of 158cm) and hand luggage with a maximum weight of 5 kg (maximum dimensions of 45cm x 35cm x 20cm).
3. Any excess baggage must be declared when you make a service booking request. You shall be liable for all additional expenses incurred, including the cost of obtaining additional vehicles to transport non-declared excess baggage and the supplier reserves the right to refuse to carry the items of excess baggage.
4. Your baggage must not contain prohibited articles including: hazardous materials; animals that have not been identified to us in compliance with clause 8 below; firearms; perishable objects or fragile items.
5. We recommend that you do not transport fragile or valuable objects such as jewellery, money, precious metals, items of silverware, cheques or other negotiable securities, documents, passports and other ID documents, samples, etc in your baggage.
6. Your baggage is your responsibility and is carried at your own risk. Neither we nor your Supplier are responsible for loss or damages to the baggage. We recommend that you take out adequate travel insurance to cover loss or damage.
7. Baggage left on board the vehicle shall be sent to the address given to us by you in the service booking request and you shall pay any additional charges.
8. You must notify us on your service booking request if pets are to be transported. Pets are carried at your risk. Pets must travel in a container that satisfies IATA specifications for transportation by plane. Pets can become very nervous during travel and you must take all necessary precautions. You will indemnify us for any claims, costs or demands made of us as a result of your pet.

#### M) YOUR RESPONSIBILITY

1. You are solely responsible for carrying the necessary documentation for frontier crossing. Neither we nor the Supplier are responsible for any losses caused by your failure to carry these documents or for failure to observe customs, police, tax authorities or administrative rules of those countries where entry is required. The voucher is not a valid document to obtain entry visas.

2. You agree to indemnify and reimburse us for any deposit, fine or payment that we have to pay the authorities through your failure to observe the laws, regulations, etc. or other travel requirements of those countries which you intend to enter or leave or pass through. In this event, we shall have the right to retain any amounts belonging to you until you have made payment to us in full.

#### N) RIGHT OF ADMITTANCE

1. The Supplier, driver or our representative reserve the right to refuse to transport any person that may be under the influence of alcohol, drugs and/or whose behaviour may be considered a threat to the driver, other passengers or you. No refunds will be made and there is no responsibility to provide the service to you or any member of your party or assist in making alternative arrangements.
2. Alcohol or narcotics are prohibited from being consumed in any vehicle, and smoking is forbidden inside the vehicles.

#### O) COMPLAINTS

1. Because your contract for your arrangements is between you and the Supplier, any queries or concerns relating to your service should be addressed to them. If you have a problem whilst on your trip this must be reported to the Supplier immediately at destination. Your Supplier's contact details are on the voucher. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. You may also contact us for assistance whilst you are at your destination, or write to us when you return home using the contact details set out in clause [J](#).

#### P) LANGUAGES

1. Our websites are available in multiple languages. Our customer service desk and e-mail assistance service are available in Spanish and English but we will try to make it available in the language contracted.
2. We oversee the quality of the translation of our websites and terms & conditions. In the event of any discrepancy, the Spanish version shall prevail.

#### Q) INTELLECTUAL PROPERTY RIGHTS

1. The copyright, trademarks and other intellectual property rights in our websites are ours, or are granted under licence to VIAJES ALAMEDA, S.A. and are protected by national and international regulations.

2. Any use of our website content is prohibited, including the modification, subsequent publication, reproduction or total or partial representation of the same without our express consent.

3. You hereby undertake not to use our websites for unlawful purposes.

#### R) LAW AND JURISDICTION

1. These terms of business are subject to Spanish law.

2. In processing your booking, these terms of business are subject to the laws of Spain and the jurisdiction of the courts of Benidorm (Alicante). Your contract with your Supplier will specify the law that applies.

#### S) PRIVACY POLICY

1. When you access our websites you do so in an anonymous manner and are not registered for any online service.

2. You remain anonymous while you are carrying out a search for offers or reading general information contained on the website, and are not registered for any online service.

3. We do, however, use cookies (user identifiers) on our websites to collect information on the website use. The information, such as the server to which the computer is connected for example, the browser type (e.g. Firefox or Internet Explorer) and whether you responded to an advertisement or e-mail from us is subject to gathering and tracking in a global manner. This information is used to measure response time to advertisements, e-mail offers and marketing policies. The personal details of the Internet user are not included in the data capture.

4. For the purpose of providing you with an online specific product or service, we may ask you to voluntarily provide personal details, including your e-mail address and credit card details for correspondence, website registration, carrying out purchases or taking part in online surveys. This will enable us to efficiently provide you with a product or service, including the tracking or the provision of offers of products and services which may interest you.

5. Once you have used our online service, we can combine the information on your use of our websites, including details on where and how you use our products and services, for the purpose of personalising your online experience and presenting you with the corresponding offers and updates both offline and online. We also use a cookie to enable our server to recognise you as an online service user of our website

when you return to our websites.

6. In accessing our websites you authorise us to use the information provided to us for the purpose of, for example, providing you with a service, ensuring correct billing, measuring consumer interest in our different services and informing you about products and/or services. We retain the personal details captured in automated files which we safeguard. These records are declared to the Data Protection Agency. If you provide us with your e-mail address, or you have done so in the past, we can send offers to that address. These offers may be based on the information provided to us in the initial operation, in surveys, from information that may specify purchase preferences and lifestyle as well as information available from authorised external sources such as Suppliers and marketing companies. These e-mail offers come directly from us. Whenever we send you e-mails, we can identify information on your e-mail address, such as whether you can read e-mail correspondence in HTML format, enriched graphics, etc. If your e-mail address is enabled for HTML we can send you an HTML e-mail with graphics.

7. Bear in mind that we do not provide your e-mail address to service Suppliers, but we may send you offers as agent of these Suppliers. Also remember that should you benefit from an offer from a Supplier put forward through us and you become their customer, the Suppliers may independently wish to send you offers. In this event you must notify them separately on whether or not you wish to receive their future offers. Our aim is to provide offers that we believe will be relevant based on previous bookings find them useful. The offers are prepared and administered under strict conditions targeted at protecting security and confidentiality of the customer's personal details. However, you may request us to cease sending offers at any given time.

8. We provide you with an easy way of rejecting e-mail offers. Although some customers tell us that they like receiving information on these carefully designed opportunities, we recognise the importance of giving you options. You may choose not to receive these offers at any time by clicking on the appropriate place on the commercial correspondence you receive. All e-mail offers you receive from us will tell you how to prevent future offers being sent by e-mail. Moreover, you may set or change your online e-mail preferences at any time.

9. We hereby undertake that to the best of our knowledge we will not contract, provide services to or send offers to minors.

10. In turn, minors must not register for any service featured on our websites they are browsing or access our websites. We likewise remind their legal representatives or guardians of their duty of vigilance with regard to minors. The legal guardian must immediately notify us if they become aware that a minor has registered for any kind of service using our website to enable us to cancel the corresponding registration.

11. We shall provide you with the personal details that we hold whenever requested in accordance with the current legislation. If you believe that the information we have concerning you is incorrect or incomplete please write to us. Should you need to contact us (see clause [J](#) above).

12. You need to be aware that other Internet sites that you access from our website may contain conditions concerning confidentiality that differ to those set out above.

13. We are not liable for the content or conditions of any linked or affiliated websites.

Last review date: April 2010