

This page (together with any documents referred to on it) tells you the terms and conditions on which we supply any of the products and services (**Products and Services**) listed on our website [www.intoexit.com](http://www.intoexit.com) (**our site**) to you. Please read these terms and conditions carefully before ordering any Products and Services from our site. You should understand that by ordering any Products and Services from our site, you agree to be bound by these terms and conditions.

You should **download** and print out a copy of these terms and conditions for your future reference.

Please tick the box marked "terms and conditions" on the checkout page of the Into Exit website if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products and Services from our site.

## 1. INFORMATION ABOUT US

[www.intoexit.com](http://www.intoexit.com) is a site operated by Into Exit Ltd (**We**). We are registered in England and Wales under company number 6517759 and with our registered office at Masons Yard, 34 High Street, Wimbledon Village, London SW19 5BY. Our main trading address is 230 Girdlestone Walk, London N19 5DP. We are not registered for VAT.

## 2. YOUR STATUS

By placing an order through our site, you warrant that:

- i. You are legally capable of entering into binding contracts; and
- ii. You are at least 18 years of age or if younger, you have the consent of your parent or guardian both to purchase and to use the Products and Services which may be ordered on our site.
- iii. You agree to the collection and/or use of your personal information by us in accordance with our [privacy policy](#).

## 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- i. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product and Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending an e-mail that confirms that your order (and offer) has been accepted (the **Confirmation e-mail**). The contract between us (**Contract**) will only be formed when we send you the Confirmation e-mail.
- ii. The Contract will only relate to those Products and Services whose supply we have confirmed in the Confirmation e-mail. We will not be obliged to supply any other Products and Services which may have been part of your order until the supply of any such Products and Services has been confirmed in a separate Confirmation e-mail.

## 4. OUR STATUS

- i. Please note that in some cases we accept orders on behalf of third party sellers. The resulting contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller. You should review their terms and conditions applying to the transaction.
- ii. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are **DISCLAIMED** by us absolutely. This **DISCLAIMER** does not affect your statutory rights against the third party seller. We will notify you in the Confirmation e-mail when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller in order to allow such third party seller to process that transaction.

## 5. **CONSUMER RIGHTS**

- i. If you are contracting as a consumer, you may cancel a Contract at any time within 7 (seven) working days, beginning on the day after you received the Confirmation e-mail. In this case you will receive a full refund of the price paid for the Products and Services less the amount of the booking fee (the **Booking Fee**) and the administration fee (the **Administration Fee**) in accordance with our refunds policy (as set out in clause 8 below).
- ii. To cancel a Contract you must inform us in writing by letter or email to the address specified in clause 11 below or the e-mail address from which you received the Confirmation e-mail.

## 6. **AVAILABILITY**

Your order will be fulfilled by the date as set out in the Confirmation e-mail, or if no date is specified, then within a reasonable time, unless there are exceptional circumstances.

## 7. **PRICE AND PAYMENT**

- i. The price of any Products and Services will be as quoted on our site from time to time, except in cases of obvious error.
- ii. These prices include VAT, but exclude the Administration Fee which, if applicable, will be added to the total amount due.
- iii. The Booking Fee will be 5 (five) per cent. of the total amount payable.
- iv. The Administration Fee will be determined from time to time, but will be for any and all reasonable costs incurred as part of processing the transaction.
- v. Prices are liable to change at any time but any changes will not affect orders in respect of which we have already sent you a Confirmation e-mail.
- vi. Our site contains a number of Products and Services and it is always possible that, despite our best efforts, some of the Products and Services listed on our website may be incorrectly priced. We will normally verify prices as part of our quality control procedures so that, where the correct price of the Products and Services is less than our stated price, we will charge you the lower amount. If the correct price of the Products and Services is more than the stated

price on our site, we will normally, at our discretion, either contact you for instructions or reject your order and notify you of such rejection.

- vii. Payment for all Products and Services must be by credit or debit card, Paypal, cheque or bank transfer or any other means we deem to be acceptable.
- viii. Customers are limited to two items of luggage (one bag or rucksack and one small hand luggage bag), plus one tent.

## 8. OUR REFUNDS POLICY

- i. If you have cancelled the Contract between us within the 7(seven)-day cooling-off period (under clause 5 above), we will process the refund due to you as soon as possible and in any event, within 30 (thirty) days of the day you have given notice of your cancellation. In this case we will refund the price of the Products and Services in full less the Booking Fee and the Administration Fee.
- ii. If you have cancelled the Contract between us after the 7(seven)-day cooling-off period we may, in our total discretion, refund up to 50(fifty) per cent. of the price of the Products and Services, less the Booking Fee and the Administration Fee.
- iii. All payments made in respect of transport services are strictly non-refundable except in circumstances where Into Exit, due to causes beyond its control, cancels or, at its absolute discretion, agrees to cancel the booking. Into Exit accepts no responsibility for passengers' alternative travel arrangements.
- iv. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 9. OUR LIABILITY

- i. We warrant to you that any Products and Services purchased from us through our site will be of satisfactory quality and reasonably fit for all the purposes for which products and services of the kind are commonly supplied **in the country where the Products and Services are supplied from**. Please note that if you purchase any Products and Services from a third party seller located outside Great Britain, it will mean that the Products and Services are only subject to the necessary level of quality and fitness for purpose applicable in the country where that third party seller is established.
- ii. We highlight again clause 4 above and **draw your attention to the fact that the Products and Services purchased through our site may result in the formation of a contract between you and a third party seller**. We do not accept any liability for losses suffered as a result of the third party breaching their contract with you.
- iii. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Products and Services you purchased.
- iv. This does not include or limit in any way out liability:
  - a. For death or personal injury caused by our negligence;
  - b. Under section 2(3) of the Consumer Protection Act 1987;

- c. For fraud or fraudulent misrepresentation; or
  - d. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
  
- v. We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
  - a. loss of income or revenue;
  - b. loss of business;
  - c. loss of profits or contracts;
  - d. loss of anticipated savings;
  - e. loss of data; or
  - f. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable, provided that this clause 9(v) shall not prevent claims for loss or damage to your tangible property that fall within the terms of clauses 9(i) and 9(iii) or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 9(v).
  
- vi. Into Exit provides bus and coach transport between stated destinations and festivals only. All other travel and ticketing arrangements, including the purchasing of flight tickets and any necessary visas, remain the sole responsibility of the passenger. In the event of any passenger travelling without the necessary documentation, Into Exit reserves the right to refuse to honour that passenger's booking. No refunds shall be available.
  
- vii. No refunds will be made if flight delays or cancellations - or you missing your flight - cause you to miss your transfer. In the case of a delayed flight, drivers will wait as long as possible, with due consideration being given to the needs of delayed passengers as well as those already on board. If an additional transfer is required to get to your destination, this will be treated as a new and separate booking.
  
- viii. Into Exit will use every reasonable means to ensure that vehicles depart at the stated time and reach their destination on time. Into Exit will not incur any liability whatsoever in the event of any delay due to causes beyond its control, which include (but are not limited to) the following:
  - a. accidents causing delays to the vehicle
  - b. exceptional or severe weather conditions
  - c. compliance with requests of the police
  - d. deaths and accidents on the road
  - e. vandalism and terrorism
  - f. unforeseen traffic or border delays
  - g. industrial action by third parties
  - h. problems caused by other customers
  - i. the vehicle being held or delayed by a police officer or government official
  - j. other circumstances affecting passenger safety
  
- ix. Where you buy any Products and Services which involve motor transportation from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

- x. Please note that it is the safety requirements and standards of the country in which the Products and Services are supplied which apply to those Products and Services. If the Products and Services are supplied by a third party seller, it is the necessary requirements applicable in the country where the third party seller is established which are the requirements and standards which must be met. This may not be Great Britain. It is likely that the requirements and standards applicable outside Great Britain will not be the same as those in Great Britain and are likely to be lower.

## **10. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, notices, information, and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **11. NOTICES**

All notices by you to us must be given to “Into Exit Ltd” at 230 Girdlestone Walk, London N19 5DP or via e-mail. The e-mail address to send any notices to should be the one specified on our website. We may give notice to you at either the postal or e-mail address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 (twenty-four) hours after an e-mail is sent, or three days after the date of posting any letter. In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **12. TRANSFER OF RIGHTS AND OBLIGATIONS**

- i. The Contract between you and us is binding on you and us and our respective successors and assigns.
- ii. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- iii. We may transfer, assign, charge, sub-contract, or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **13. EVENTS OUTSIDE OUR CONTROL**

- i. We will not be liable or held responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- ii. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - a. Strikes, lock-outs or other industrial action;

- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - d. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport;
  - e. Impossibility of the use of public or private telecommunications networks;
  - f. The decrees, acts, legislation, regulations or restrictions of any government.
- iii. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event

#### **14. WAIVER**

- i. If we fail, at any time during the duration of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract this shall not constitute a waiver of such rights and remedies and shall not relieve you from compliance with such obligations.
- ii. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- iii. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 11 above.

#### **15. SEVERABILITY**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **16. ENTIRE AGREEMENT**

- i. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- ii. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- iii. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

**16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- i. We have the right to revise and amend these terms and conditions from time to time.
- ii. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to order previously made by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation e-mail (in which case we have the right to assume that you have accepted the change to the terms and conditions unless you notify us to the contrary within 7(seven) working days of receipt by you of the Confirmation e-mail).

**17. LAW AND JURISDICTION**

Contracts arising for the purchase of Products and Services through our site and any dispute or claim arising out of or in connections with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.