

## TRIPCONSUL LTD

Note: CityUnscripted is the trading name of TripConsul Ltd

### TERMS AND CONDITIONS OF SUPPLY OF SERVICES

TripConsul Ltd (referred to as the **Company, we, us** or **our**) provides an online platform which connects Locals approved by the Company (**Locals**) with a customer of the Company (**Customer**) who wishes to engage a Local to provide services. The Locals will provide travel escorting, itinerary building, translation and concierge consultancy services for their Customers (**Local Services**). We also provide additional booking services for Customers to make bookings with third parties (**Third Parties**) for their products and services (**Booking Services**). The collective services we provide shall be referred to as **Services**.

This page (together with our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we supply these Services as listed on our website (**our Site**) to you

Please read these Terms carefully, by using our site you agree to be legally bound by the Terms. You acknowledge and agree that by accessing or using our Site, our Services or by downloading or posting any content from on or our Site you are indicating that you have read these Terms and that you understand and agree to be bound by these Terms. If you do not agree to these Terms then you have no right to access or use our Site or to use our Services.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7.

These Terms, and any Contract between us, are only in the English language.

#### **1 Information about us**

1.1 We operate the website [www.cityunscripted.com](http://www.cityunscripted.com). We are TripConsul Ltd, a company registered in England and Wales under company number 09135893 and with our registered office at 52 Gower Street, London WC1E 6EB. We are currently not registered for VAT.

1.2 Contacting us:

1.2.1 If you wish to contact us for any reason, including because you have any complaints, you can contact us by e-mailing us at [Info@Cityunscripted.com](mailto:Info@Cityunscripted.com)

1.2.2 If we have to contact you or give you notice in writing, we will do so by e-mail if you have registered to create a CityUnscripted Account (see clause 6). Otherwise all public notices will be posted on our Site.

#### **2 Use of our Site**

Your use of our Site is governed by our Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

#### **3 How we use your personal information**

3.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

## **4 Our Site and Services**

- 4.1 You may only access or use our Site or Services if you are at least 18 years old.
- 4.2 Our Site can be used by you as an online marketplace to connect to a Local who will provide you with the Local Services that you require. Such Local Services are listed on our Site.
- 4.3 Our Site can be used by you to make bookings with Third Parties for their products or services through our Booking Services. Such Booking Services are listed on our Site.
- 4.4 You may view our Services as an unregistered visitor to our Site, however, if you wish to book the Services you must first register to create a CityUnscripted account (**Account**), see clause 6.
- 4.5 Unless we explicitly specify otherwise our responsibilities are limited to facilitating the availability of our Site and Services, serving as the limited payment collection agent for each Local for the purpose of accepting payments from Customers and making bookings with Third Parties on behalf of the Local or the Customer.
- 4.6 Our Site is intended to facilitate the meeting between you and a Local and for the Local to provide the Services you require. We are not responsible for and disclaim any liability for any and all Local Services. All bookings for Local Services are made at your own risk.
- 4.7 Our Local hosts are not licensed or qualified professional tour guides. They are city residents that provide local experiences to travellers to their city in their spare time on a peer to peer market place.

## **5 Third Party Products**

- 5.1 Our Site provides you with access to our Booking Services which allow you to make a booking with a Third Party for their products or services.
- 5.2 When a booking is made through our Booking Services the contract formed is between you and the Third Party, we are not a contractual partner and only act as agent for the Third Party. Once you have made the booking you will be subject to the Third Party's terms and conditions.

## **6 Account registration**

- 6.1 You must register to create an Account to access certain features of our Site and to book any Services.
- 6.2 We will create your Account for your use of our Site based upon the personal information you provide to us. You may only have one active Account. If you create more than one Account we have the right to suspend or terminate your Account and your access to our Site and Services.
- 6.3 You agree to provide accurate, current and complete information during the registration process and update this regularly to ensure the information remains current. If the information provided by you during the registration process is inaccurate or incomplete or if the information is not updated to ensure the information remains current we reserve the right to suspend or terminate your Account and access to our Site and Services.
- 6.4 You are responsible for ensuring the safety of your password. You agree that you will not disclose this password to any third party and you will take sole responsibility for any

activities or actions under your Account (whether or not these have been authorised by you).

6.5 You will immediately notify us of any unauthorised use of your Account.

## **7 Our right to vary these Terms**

7.1 We may revise these Terms from time to time, at our sole discretion and without prior notice.

7.2 If we do vary these Terms we will clearly post the revised Terms on our Site with the date that they have been varied or provide you with notice that we have revised the Terms.

7.3 If you continue to access or use our Site or Services after we have posted the revised Terms or notified you that we have revised the Terms then you are indicating that you agree to be bound by the revised Terms.

7.4 If the revised terms are unacceptable to you, you have no right to access or use our Site or Services.

## **8 Bookings for Customers (“Bookings”)**

8.1 The Locals, not the Company, are solely responsible for making available any Local Services you have booked through our Site and honouring confirmed bookings.

8.2 If you enter into a transaction with a Local through booking Local Services through our Site, you agree and understand that you will be required to enter into an agreement with the Local and you agree to accept any terms and conditions, rules and restrictions associated with the Services provided.

8.3 We are not a party to such agreements between you and the Locals and we disclaim all liability arising from or relating to such agreements, with the exception of our booking and payment obligations through our role as booking agents and payment collection agents with the limited purpose of accepting payments from you on behalf of the Locals.

8.4 When you request a booking of Services on our Site you will be asked to provide billing information including name, billing address and credit card details. You agree to pay us for any confirmed bookings made in connection with your Account by one of the methods described on our Site.

8.5 Your payment obligation is payment of the fees for the Services provided and once these fees have been paid you have no further payment obligations. We are responsible for transferring to the Locals the fees owed to them.

8.6 When making a booking for Local Services the total fees payable (**Total Fees**) will be displayed to you on our Site before you send a booking request for Local Services. The Company on behalf of the Local will confirm your final and agreed booking request within 2 days, otherwise the booking request will be automatically cancelled. If a booking request is cancelled any amounts collected by us from you will be refunded to you if you meet the terms of our Cancellation Policy. The Company will provide you with an online payment request for the Total Fees with the confirmation of the booking request. If your booking request is confirmed you agree to pay us for the Total Fees. On receipt of the Total Fees we will book the Local Services for you. Once this transaction is complete we will send you a confirmation email to confirm and summarise your booking (**Booking Confirmation**).

8.7 When using our Booking Services the total fees payable will be displayed to you on our Site

before you send a booking request for Services (**Booking Fees**). Full payment is required at the time of booking and once the transaction is complete we will send you a Booking Confirmation.

## **9 Cancellation policy and applicable refund**

- 9.1 If you cancel your requested booking for Local Services before you have received confirmation of your booking from the Company, we will cancel any pre-authorisation to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a reasonable time if possible.
- 9.2 If you cancel your requested booking for Local Services after you have received a Booking Confirmation, the following will apply:
  - 9.2.1 If you cancel more than 72 hours before the commencement of the services being provided to you, we will refund the Total Fees to you less the cost incurred by us.
  - 9.2.2 If the Local Services you cancel are between 72 to 48 hours of the commencement of the services being provided to you, we will refund the 50% of the Total Fees to you less the cost incurred by us.
  - 9.2.3 If you cancel any other Local Services we will not refund the Total Fees to you.
- 9.3 If a Local cancels a booking after you have received a Booking Confirmation we may nominate as a suitable replacement another of the Company's approved Locals to provide the Services you requested on their behalf. If we are unable to find a suitable replacement we will refund the Total Fees to you in full.
- 9.4 For bookings made through our Booking Services with a Third Party the cancellation and refund policies within the Third Party's terms and conditions will be applicable, normally this means that no refunds are possible.

## **10 Price of Services**

- 10.1 The prices of the Services provided will be as quoted on our site at the time you submit your order.
- 10.2 Prices for Services may change from time to time, but changes will not affect any Booking you have already placed.
- 10.3 The price of the Service includes VAT or the equivalent for jurisdictions outside the UK (where applicable) at the applicable current rate chargeable for the time being. However, if the rate of VAT or equivalent changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in VAT takes effect.
- 10.4 Prices do not include (unless otherwise stated) gratuities to the Locals, food and beverages and transfers to and from locations. Gratuities are at your discretion.

## **11 Photography**

- 11.1 The Locals may carry out photography and/or video recording from time to time in different locations which may feature Customers. By accepting these Terms, you agree that the Company may use such images indefinitely in any promotional, advertising or publicity

material in any format whatsoever.

11.2 You agree that all Intellectual Property Rights in these images belong to the Company.

## **12 Money back guarantee**

12.1 From time to time, Our Site offers a money back guarantee to customers using our Book-a-Local services. This guarantee promises to refund the fee paid by the customer if they “do not love” their experience.

12.2 Eligibility

12.2.1 There is 1 claim allowed per booking (no bulk or 3<sup>rd</sup> party claims will be accepted). The claim must be made by the person who made and paid for the booking.

12.2.2 The claim must be made within 2 weeks of the provision of Locals Services to the Customer

12.2.3 The claim must be made to us by email to [info@cityunscripted.com](mailto:info@cityunscripted.com) and you must provide the following details: date of tour, name of Local who provided the Local Services, detail on what you disliked about the service provided. We will also need your bank account details to be able to process the refund. On receipt of all the details together with confirmation of the accuracy of the details, we will require up to 28 days to process the refund.

12.3 Period of offer

12.3.1 We reserve the right to terminate, amend or extend the Money back guarantee offer.

## **13 Our liability to you**

13.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable or for any indirect or consequential losses or damages. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

13.2 We do not in any way exclude or limit our liability for:

13.2.1 death or personal injury caused by our negligence;

13.2.2 fraud or fraudulent misrepresentation;

13.2.3 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

13.2.4 any breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)

## **14 Events outside our control**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An

Event Outside Our Control is defined below in clause 14.2.

- 14.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 14.3.1 we will contact you as soon as reasonably possible to notify you; and
- 14.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 14.4 You may cancel a Contract if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 9. To cancel please contact us as set out in clause 1.2.

## **15 Communications between us**

- 15.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 15.2 You may contact us as described in clause 1.2.1.

## **16 Intellectual Property**

- 16.1 Our Site and any materials incorporated on to this Site including, without limitation, any text, graphics, images, artwork, illustrations, photographs, animations, music, video, audio, audio-visual works, designs, logos, software and any other content are protected by copyrights, trademarks, design rights or other proprietary rights (**Intellectual Property Rights**) owned by the Company and/or its licensors.
- 16.2 Your use of our Site confirms that you agree that you will not infringe any of the Intellectual Property Rights.
- 16.3 Your right to use our Site and any materials incorporated on to or appearing on our Site is subject to your compliance with clause 15.2. Modification or use of any material or content on our Site for any purpose not permitted by the Company may be a violation of the Intellectual Property Rights.
- 16.4 The material on our Site may not be copied, reproduced, re-published, uploaded, posted, transmitted, distributed or used in any way unless specifically authorised by the Company. Using any material on our Site on any other website is prohibited unless specifically authorised by the Company.

## **17 Other important terms**

- 17.1 We may transfer our rights and obligations under a booking for Services as set out in these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Please note that these Terms are governed by English law. This means a booking for Services through our Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.