



TERMS AND CONDITIONS OF SUPPLY OF SERVICES

TRIPCONSUL LTD

Note: City Unscripted is the trading name of TripConsul Ltd

TripConsul Ltd (referred to as the Company, we, us or our) provides an online platform which connects local hosts approved by the Company (Locals) with a guest of the Company (Guest) who wishes to engage a Local to provide services. The Locals will show the guests around a city in the way a knowledgeable friend would, they will also help with advice and local tips for their Guests (Local Services). The Company may sometimes provide additional booking services for Guests 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) gives you information about us and the legal terms and conditions (Terms) on which we provide these Services as listed on our website (our Site) to you our curious Guest!

Please read these Terms carefully- if something isn't clear please do get in touch with us at info@cityunscripted.com – we know they are dull but they are important! 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 telling us 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 we are afraid 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 but we do try our best to be totally transparent.

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

1. Information about us

We operate the website www.cityunscripted.com. We are TripConsul Ltd, a company registered in England and Wales under company number 09135893 and with our registered office at WG01 Vox Studios, 1-45 Durham Street, London, SE11 5JH, United Kingdom. We are currently not registered for VAT.

Contacting us:

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

If we have to contact you or give you notice in writing, we will do so by e-mail if you have booked with an email address that works. 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.

2.1. How we use your personal information

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

2.2. Our Site and Services

You may only access or use our Site or Services if you are at least 18 years old.

Our Site can be used by you as an online curated 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.

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.

You may view our Services as an unregistered visitor to our Site, however, if you wish to book the Services you must first complete the booking form (Booking), see clause 4.

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 Guests and making bookings with Third Parties on behalf of the Local or the Guest.

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.

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 through a peer to peer market place, the goal being to provide the kind of experience a knowledgeable friend living in the city would give you.

2.3. Third Party Products

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.

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.

2.4. Guest Information

You agree to provide accurate, current and complete information during the booking process and update this regularly to ensure the information remains current. If the information provided by you is inaccurate or incomplete or if the information is not updated to ensure the information remains current we reserve the right to suspend or cancel your booking and access to our Site and Services.

3. Our right to vary these Terms

We may revise these Terms from time to time, at our sole discretion and without prior notice but we will do our very best to make these changes clear to you at the time.

If you re-book an experience with the Company then you are indicating that you agree to be bound by the revised Terms.

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

4. Bookings for Guests (“Bookings”)

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

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.

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.

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.

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.

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. 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. During the booking process the Company will provide you with an online payment request for the Total Fees that will then be processed by Stripe our third party payment system. 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).

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.

4.1 Gift Vouchers

Experience gift vouchers do not have a value stated on them but entitle the holder to the experience stated on them. The actual fulfillment of the experience will be by vetted local hosts. All City Unscripted Vouchers (“Vouchers”) carry a unique booking reference that may be asked from you when dealing with City Unscripted and its hosts. We recommend keeping your gift voucher confirmation email safely in your inbox as this is not replaceable if lost. We cannot accept responsibility for any loss you may incur as a result of theft, impersonation or identity fraud.

By purchasing an experience as a gift voucher you agree to City Unscripted’s general terms & conditions as well as those described here, specifically in relation to Vouchers.

Delivery

All gift vouchers will be delivered by email to the address provided as the Customers email address upon completion of the purchase.

Redemption

To give the host time to plan the experience for you, redeem the voucher at least 7 days before the day you’d like to have your experience. You can redeem the voucher via email to: hello@cityunscripted.com or via phone at +44 (0)20 3776 1000, or iMessage or WhatsApp to: +44(0)7518 525 212.

Availability

Gift vouchers can be purchased with or without a redemption date for the experience to be held.

If the experience date is not specified at time of purchase of the Voucher, the recipient is free to book their preferred date within the Voucher validity period.

Experiences are subject to availability. To avoid disappointment, we recommend that customers book well in advance, at least 7 days before the desired booking date. During peak periods such as holidays or national events at the location booked, it may be necessary to allow a longer notice period. We recommend booking as early as possible as you must have booked your experience before the expiry date written on your Voucher. Once you have set the date on which you wish to have your experience your Voucher will be deemed to be used.

Extensions

- All experience vouchers are valid for 18 months from the date of purchase.
- If you can’t book your experience within the validity period, your gift voucher’s validity will not be extended.

Exchanges

If you want to exchange your voucher this is what you need to know:

- It is not possible to exchange your Voucher for cash.

- You can exchange for certain other experiences however some restrictions may apply.
- If your exchange is more expensive than your original voucher you will be required to pay the difference.
- If your exchange is less expensive than your original voucher the difference will be lost.
- There are no administration costs for exchanging.
- The exchanged voucher will carry the same expiry date as the original purchased voucher.

Refunds

Refunds can be made on unused vouchers, only to the person purchasing the Voucher under the same conditions as normal experiences. Refunds can only be made to the purchaser and the monies will be refunded directly to the original method of payment. Refunds cannot be given on expired vouchers.

Validity

The Voucher validity period is 18 months from the date of purchase unless otherwise stated in the voucher's confirmation email. Experiences must be booked following the recommended booking lead time guidance and prior to the expiry date written in the Gift Voucher Confirmation email, otherwise the Voucher will be deemed to be invalid and no liability will be accepted by City Unscripted.

Third parties and re-sale

A person who is not named on the face of the Voucher or recorded as the purchaser by City Unscripted has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms and conditions of booking. A Voucher that has been re-sold (for example, through internet auction sites or by any other means) without our prior consent will be considered invalid. Neither City Unscripted nor any of its hosts will be under any obligation to provide any service.

5. Cancellation policy and applicable refund

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.

If you cancel your requested booking for Local Services after you have received a Booking Confirmation, the following will apply:

- 5.1.1. If you cancel a booking that only includes time with a Local Host more than 7 days before the commencement of the services being provided to you, we will refund 100% of the Total Fees to you. No refunds will be made if you cancel less than 7 days before commencement of the services being provided to you.
- 5.1.2. If you cancel a booking that includes extras such as food, transport, tickets to attractions etc. more than 14 days before the commencement of the services being provided to you, we will refund 100% of the Total Fees to you less the costs of any tickets, transport and food costs that may have already been purchased on your behalf. No refunds will be made if you cancel less than 14 days before commencement of the services being provided to you.

5.1.3. 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.

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.

5.2. Children

Children up to 12 years old are free of charge (except for any chargeable extras included in a package such as food, cost of transport, tickets to attractions etc.) and must be accompanied by a paying adult.

5.3. Discounts and Coupons

Percentage discount voucher or coupon codes apply only to the time with the Local Host and will not be applied to any package inclusions such as transport, food and tickets to attractions unless otherwise specified.

5.4. Price of Services

The prices of the Services provided will be as quoted on our site at the time you submit your order.

Prices for Services may change from time to time, but changes will not affect any Booking you have already placed.

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.

Prices do not include (unless otherwise stated) gratuities to the Locals, food and beverages and transfers to and from locations. Tips are up to you!

5.5. Photography

The Locals may carry out photography and/or video recording from time to time in different locations, which may feature Guests. 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.

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

6. Our liability to you

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.

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

- 6.1. death or personal injury caused by our negligence;
- 6.2. fraud or fraudulent misrepresentation;
- 6.3. any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 6.4. 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)

7. Events outside our control

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.

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.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- 7.1. we will contact you as soon as reasonably possible to notify you; and
- 7.2. 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.

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.

8. Communications between us

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

9. Intellectual Property

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.

Your use of our Site confirms that you agree that you will not infringe any of the Intellectual Property Rights.

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.

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.

10. Other important terms

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.

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.

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.