



## TERMS AND GENERAL CONDITIONS

Read the following Terms and General Conditions carefully before proceeding with the purchase; if you have any questions related to Terms and Conditions, please send an e-mail to our client Service [info@sightseeing-experience.it](mailto:info@sightseeing-experience.it)

### 1. DEFINITIONS:

- 1.1 The words 'Sightseeing Experience', 'We', 'Our' refer to City Sightseeing® Italy srl e Sightseeing Experience srl.
- 1.2 'You', 'Your', 'Yours' refer to the buyer
- 1.3 'Service/s': all the Services, activities, tickets or tours that can be purchased throughout our website, mobile site and our app
- 1.4 'Partner: the Service provider (for instance a tour operator, a bus operator, a travel agency, a guide, an association, ect.)
- 1.5 'Platform': our website, mobile site and our app

### 2. PREMISES:

- 2.1 Sightseeing Experience S.r.l. is a sole shareholder society fully affiliated by City Sightseeing Italy s.r.l.
- 2.2 Sightseeing Experience is the society specialized in the performance and promotion of Services and touristic packages, as well as owner of the travel and tourism agency called 'Sightseeing Experience'
- 2.3 Sightseeing Experience, through the agreement stipulated with the City Sightseeing® Italy is the official retailer of the "City Sightseeing® Italy" tours in Italy, tours mainly realized on board the open double-decker buses with the Hop On Hop Off system, with audioguide provided by earpieces.
- 2.4 City Sightseeing® Italy is the licensee society of the City Sightseeing® brand for the whole Italian territory, San Marino, Città del Vaticano and Switzerland
- 2.5 City Sightseeing® Italy performs the Hop on Hop off Services with the 'City Sightseeing®' brand throughout its affiliates
- 2.6 Sightseeing Experience retails the Services with the City Sightseeing brand performed in Italy even on the websites [www.city-sightseeing.it](http://www.city-sightseeing.it) and [www.sightseeing-experience.it](http://www.sightseeing-experience.it)
- 2.7 With the purchase finalization of one or more Services on this platform, you agree with the given Terms and Conditions here entirely cited.

### 3. AIM OF THE SERVICE

Realizing the booking through our platform, you will establish a direct contractual relationship (which is binding in legal terms) with us. Our Services are exclusively available for the personal use and not for a commercial one. Therefore, it is not permitted to retail, use, copy, insert deep-link, monitor (using for example spider scrappy), visualize, download or reproduce any of the contents or information, softwares, bookings, tickets, products or Services available on our platform for any kind of activities having a commercial or competitive purpose.

#### **4. RATES**

The rates specified on our platform includes VAT. The cost of the Service is per person or per group and is subject to validity as indicated on the voucher.

#### **5. PAYMENT PROCEDURE**

The payment is safely debited on your credit card or, in particular cases, on your bank account.

#### **6. EXEMPTION CLAUSE**

6.1 As permitted by the law, nor we neither any of our operators, managers, employees, salesperson, filial parties, affiliate societies or people involved in the production, in the sponsorship, promotion or divulgation of the website and of its contents, will be considered responsible for:

- Delays in the Services, inability of the use of the Services, mistakes in the use of the Services
- Damages (direct, indirect, consequential and punitive), losses and costs that must be faced after the inability of the use
- physical wounds, death, property damages or other kind of damages (direct, indirect, consequential and punitive), losses or costs faced, paid or met, including the cancellation (partial), the overbooking (only if concerning certain products)strikes, force majeure or any other event we cannot control, connected to the use of Our Services

6.2 With the purchase of one or more Services on this platform, you will renounce incardinating any action (civil or penal) in any order for the damages resulting, direct, connected or correlated to the use of the purchased Services or to the use of the platform.

#### **7. PURCHASE PROCEDURE**

7.1 After having purchased, you will receive – to the address you indicated us during the data compiling - an e-mail for the confirmation of the operation. City Sightseeing Italy® and Sightseeing Experience take all the reasonable cautions in treating your order and in making your payment safe, in complete absence of negligence from us, we will not consider ourselves responsible of possible losses which you may face because of a third party which succeeds into obtaining the data you give during the log-in or during the booking procedure from the website without authorization.

7.2 It is necessary for you to print the tour voucher that you have to show to the responsible personal as explained in the instructions written on the voucher itself, where it will be taken and substituted with a valid travel document that will allow you to use the Service without any additional payment. For the tour 'City Sightseeing' you will however receive a transport performance realized by one of the affiliated societies of City Sightseeing Italy®.

7.3 The voucher can be used only once and cannot be used later than the validity dates written on itself.

7.4 Concerning the 'City Sightseeing' Services, all children younger than 15 years will have to be accompanied by an adult.

7.5 Concerning the 'City Sightseeing' Services, the voucher called 'family' is unique, so the group has to be united when having to hop on board the bus.

#### **8. DISCOUNTS ON THE CITY SIGHTSEEING SERVICES:**

8.1 For the same purchase orders of at least two City Sightseeing tours for two different cities, you will receive an immediate discount of 10% starting from the second City Sightseeing tour – IT IS NOT VALID FOR THE JUVENTUS CITY TOUR, COMBINED TOURS AND PACKAGES, SHUTTLE BUS, PASS AND GUIDED TOURS.

8.2 If you are a Trenitalia client, you will have the possibility of using the following conventions:

-20% discount on the City Sightseeing bus ticket if you already own CartaFRECCIA.

-20% discount on the City Sightseeing bus ticket if you already travel with Freccie, Pass Interrail Italy or Eurail Italy

8.3 You can purchase the tickets for the City Sightseeing Service on this website, communicating your CartaFRECCIA code or the PNR code of your purchase Trenitalia ticket at the moment of purchasing. However, clients will have to show the Trenitalia travel document (with a date of maximum two days before the date of the bus ticket purchasing) or the CartaFreccia on board the bus. This promotion is valid until the 31st of December 2017. –IT IS NOT VALID FOR THE JUVENTUS CITY TOUR, CITY SIGHTSEEING PALERMO, CITY SIGHTSEEING LIVORNO, CITY SIGHTSEEING MESSINA, CITY SIGHTSEEING SORRENTO, COMBINED TOURS AND PACKAGES, EXCURSIONS, SHUTTLE BUS, PASS AND GUIDED TOURS.

## **9. FORGERY**

9.1 Possible voucher forgeries will be immediately notify to the judicial authorities.

## **10. REFUNDS**

10.1 Sightseeing Experience and all its Partners will do anything they can to offer a regular Service that follows the expected schedule. Sightseeing Experience will not be responsible in any way for the ticket owner in case of losses, damages, inconvenients, delays, modifications, suspensions, interruptions of the Service as a consequence of any reason not attributable to Sightseeing Experience.

10.2 Requests for refunds must be presented within 10 days from the date of the tour performance and will be accepted at the discretion of Sightseeing Experience and however for cases of exceptional circumstances; together with the request for refund, that has to be sent to [info@sightseeing-experience.it](mailto:info@sightseeing-experience.it), you will have to attach the ticket of the Service in its original form as well, and you will have to add the following information: date of the voucher purchasing, voucher order number, name of the client as written on the voucher.

10.3 To the allowed refund, a 20% penalty will be imposed. In any case, the refund could reach the total amount of the booking cost.

10.4 The refund will be added on the credit card used for the purchasing within 60 days from the date of the tour.

10.5 For information about bus stops, timetables and Services openings, please read what is stated on the website [www.city-sightseeing.it](http://www.city-sightseeing.it) carefully.

## **11. RATES AND POLICES FOR THE ACCESS OF DOMESTIC ANIMALS ON BOARD THE CITY SIGHTSEEING® BUSES**

- 11.1 The access to the bus is permitted for little and medium domestic animals only if they are inoffensive and respect the following features. On the understanding that the driver can deny the access of the animal on the bus any time in case he thinks that the animal might damage or compromise the bus and passengers security. In this case, it can be excluded also in a second moment, with no right to have a refund of the ticket, at the incontestable discretion of the City Sightseeing Staff.
- 11.2 Using muzzle and leash is mandatory, as alternative to the muzzle it is possible to use a pet carrier. The domestic animals with particular anatomical, physiological and pathological conditions that prevent them from the use of muzzles must travel inside a pet carrier. The holder must assure that the pet carrier is not in a poor state, that it does not contain food, that it is in excellent cleaning condition and that it cannot damage other people on the bus.
- 11.3 The holder must also assure that the animal does not disturb or damage other passengers or the staff on the bus and that it does not get the bus dirty, the penalty will be the full reimbursement of the damage. The owner or the holder of the animal is liable for the damage caused by the animal according to the article 2051 cc.
- 11.4 The access of guide dogs for blind people is permitted only if they are equipped with muzzle and leash.
- 11.5 The access of domestic animals on board the bus is free as long as accompanied by a paying passenger
- 11.6 The access of fierce and poisonous animals on board the bus is forbidden.

## **12. RATES FOR DISABLED PASSENGERS FOR THE CITY SIGHTSEEING® Hop On Hop Off**

- 12.1 Wheelchairs are allowed to get on the bus only in case the bus is equipped with a footboard and a dedicated space for wheelchair.
- 12.2 While the bus is moving both the passenger and the wheelchair have to be collocated in safety conditions with safety-belts , the wheelchair has to be blocked with its brake and collocated in the appropriate space as per the bus layout. In case those conditions are not possible City Sightseeing will not allow the access on the bus. Buses are homologated for one wheelchair only.
- 12.3 All people that have a disability lower than 75% have to pay the ticket related to his age, people that have a disability superior or equal at 75% can travel with a complimentary ticket only if they are accompanied by a paying passenger that pays a ticket. The discount or complimentary ticket will be recognized only on presentation of the appropriate certificate.

## **13. RIGHTS OF INTELLECTUAL PROPERTY**

Sightseeing Experience and the City Sightseeing Italy exclusively hold all rights of intellectual property concerning the graphic aspect or the general interface (including the infrastructure) of the Platform through

which the Service is made disposable (including the guests judges and translated contents). Anyone is allowed to copy, gain, report through link, publish, promoting, integrate, use, combine, or in any other way to use the contents (translations and guests judges included), our brand, photos or images without our explicit written approval. Should the subject use or combine (partially or totally) our contents (including the guests judges or translations) or in any other way take possession of any rights of intellectual property of the Platform or of any content (or translation), he/she will have to attribute, transfer or cede those rights of intellectual property entirely to us. Any use that is not in accordance with the law or any of the actions or behaviours above-mentioned represents a material of violation of our rights of intellectual property (including copyright rights and database tutelage).

#### **14. YOUR ACCOUNT**

14.1 If you use the section My Area and/or Area Agenzie, you are obliged to keep your account and your password reserved and to check the access to your computer and devices, and you accept being considered, in the limits allowed by the applicable law provisions, responsible of all the activities that will be realized with your account and your password. You commit to take all the precautions necessary to grant that your password remains sure and reserved and you commit to inform us immediately in case you have any reason to think that any third party knows your password, or in case your password is, or presumably is going to be, used without authorization. You are committed to ensure that the data that you provide are correct and complete and to inform us immediately about any change of the information you gave us. You will have the possibility of entering and updating most of the information given in the section My Area/Area Agenzie of the website.

14.2 You will not have to use the sections My Area/ Area Agenzie:

- i. so that you cause, or may cause, suspensions, damages or malfunctions to the Services and to its functionalities, or
- ii. for fraudulent purposes, or anyway to commit illegal activities, or
- iii. in order to provoke disturb, prejudices or apprehension.

14.3 We reserve the right of denying the access to the website and/or to the sections My Area/Area Agenzie, of suspending or closing the account, of removing or modifying the contents of the website we have at our discretion, in case of violation of the applicable law provisions, of these General Condition of Use or of the guidelines or of the applicable policies.

#### **15. REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENTS:**

15.1 It is allowed to publish reviews, comments and other contents, send electronic postcards and other communications and to recommend suggestions, ideas, comments, questions and other information, provided that the content is not illicit (meaning obscene, abusive, intimidating, defamatory, does not violate the privacy, the rights of intellectual property or is not offensive in any other way for us and/or third parties or deplorable and is not or anyway does not contain virus, politic propaganda, commercial solicitation, chain letters, mass email or any other kind of spamming). You will not have the possibility of using a false email address, pretending to be another person or subject or in somehow lying about the origin of a postcard or any other content. We reserve the right of removing or modifying this content.

15.2 If you decide to send the contents and materials, unless otherwise indicated by us, you cede us the non-exclusive, free, sub-licensable and transferable to third parties, right to use, reproduce, modify, adapt, publish, translate, create derivatives, allocate or show in any part of the world those contents through any kind of communication means.

15.3 You declare and grant to have, personally or anyway in any other ways, the property or in any way the availability of all the rights concerning the contents of what you publish.

## **16. OTHERS**

16.1 The original text in Italian of these Terms and Conditions might be translated in other languages. The translated version is unofficial and with a merely explicative purpose, and so without any legal value. In case of objections or incongruities or discrepancy between the Italian text and the translations in the other languages of these Terms and Conditions, the Italian text will prevail and will be the final version. The English text is available on our Platform and will be sent after a written request of it.

## **17. LAW APPLICABLE AND COMPETENT COURT**

17.1 Any controversy resulting or anyway connected to these Terms and Conditions will be devolved to the exclusive jurisdiction of the Italian Court and precisely to the exclusive jurisdiction of the Court of the Florence Tribunal.