

TERMS & CONDITIONS

This document is to describe the general terms and conditions of the services provided by CW City and Wine Tours GmbH (in the followings: City & Wine) to its Customers and Guests and its part of every contract between City and Wine and its partners. For more details please contact us directly in email: info@cityandwine.com or by phone: +43 660 2054 8522

1. Company Data

Name:	CW City and Wine Tours GmbH.
Address:	Karl-Popper-Straße 22 Wien, Austria
Company registration number:	FN 494653 g
EU Tax Number:	ATU73573858
Supervising authority:	Wirtschaftskammer Wien Stubenring 8-10, 1010 Wien, Austria

2. General Terms

Customers and Guests

Customer is a private person or legal entity who intends to purchase a service, program or product from City and Wine and pays for the mentioned services. Guests are the real people participating on the programs organised by City & Wine.

Contract

The contract between the Customer and City and Wine is valid after the payment of the participation fee by the Customer and confirmation of the reservation by City and Wine. Once a reservation has been confirmed by City and Wine, modifications to the original reservation are only accepted in written formats or in email.

Pricing

City and Wine offers programs on the actual prices which are indicated on the City and Wine website (www.cityandwine.com). 3rd party partners or outdated travel brochures may offer City and Wine programs on different prices. City and Wine does not take any responsibility for the different prices offered by other business partners or outdated brochures.

Service

Prices include the cost of the services and products listed in the internet site. Please note that the services can differ according to the program.

Participation

Customers should have a confirmation from City and Wine and / or to hold a valid ticket / voucher. If the Customer does not provide sufficient information which is necessary for City and Wine to perform the requested service or deliver the required product (eg. Pick-up point is not provided or name incorrect), City and Wine may cancel the contract. Such cancellation is also subject of cancellation fee as described under 3.).

Pick-up time

Customers should be aware that other customers may also attend the selected programs, therefore pick-up time is strictly enforced with 10 minute of waiting time. If the Customer is not showing up on the confirmed location in the confirmed pick-up time, City and Wine may cancel the contract and deny the service for the Customer.

Responsibility

The wine tours and wine tasting programs offered by City and Wine may involve drinking alcohol, therefore they are considered as adult programs, where Guests participate on the tour at their own responsibility. City and Wine does not take any responsibility for accidents, damage of properties or loss of valueables of the guests which are happening during the tour related to the inappropriate behaviour of the guests under the influence of alcohol. Damage or cleaning costs incurring as a result of inappropriate guest behaviour will be charged to the guest.

City and Wine is committed to educate guests about the possible impacts of alcohol and encourages the consumption of alcohol with measure and responsibility.

3. Payment process

Programs selected on the City and Wine website will be payed using the PayPay system. You can learn more about PayPay and security measures implemented in the PayPal system here: www.paypal.com

City and Wine will send an automatic response to the email address provided by the Customer about the reservation. This automatic response only contains the recorded details of the reservation, but this is NOT a confirmation. Confirmation of the program will be sent by City and Wine representative within 24 after the reservation.

4. Cancellation / modification policy

Customer may cancel or modify the booking any time before the start of the program with a written cancellation request. In case of a cancellation of a program, City and Wine may be entitled for a cancellation fee, which is applicable in the following cases:

- Cancellation / modification by the Customer occurs less than 48 hours before the start of the program. In that case the cancellation / modification fee is 20% of the total value of the reserved programs.
- Cancellation / modification occurs less than 12 hours before or after the start of the program or the Customer fails to show up at the start of the program. In that case City and Wine considers the contract fulfilled and is entitled for the full price of the program.
- 3rd party costs (included transactional costs) occurred on behalf of City and Wine related to requested program before receiving the cancellation / modification request. In that case the cancellation fee is 20% of the total value of the reserved programs plus the 3rd party costs related to the reserved programs occurred till the time of the cancellation / modification request.
- City and Wine may cancel the contract if the Customer fails to provide valid and relevant information required by City and Wine in order to perform the ordered services or programs (eg. False name or pick-up point is given). In that case the cancellation fee is 20% of the total value of the reserved programs plus the 3rd party costs related to the reserved programs occurred till the time of the cancellation / modification request.

5. Complaint procedure and conditions

All complaints should be submitted in written or email format to City and Wine within 8 days of the program. City and Wine will thoroughly follow up every complaint and will respond within 3 working days after receiving the complaint.

6. Privacy policy

In order to register bookings, City and Wine requests data from the Customer who book a selected program. We collect and process personal data obtained during the booking process only to the extent necessary for the required service to be fulfilled and we keep the transaction record only as long as required by the relevant laws and regulations.

City and Wine will not transfer data obtained through registration to third parties in any form. Although City and Wine is committed to protecting the security of any personal information obtained through registration, City and Wine cannot guarantee protection against hardware or software failure and other factors that may compromise the security of data.

City and Wine engages itself to perform all expected measures in order to ensure the functioning of its registration system. City and Wine, however, is not responsible for any damage related to the registration pages, their dysfunction, their inappropriate use or to a computer virus, line- or system failure, delay in data-transfer or again to the modification of data or information on the registration pages by any unauthorised person.

City and Wine does not take responsibility for any eventual errata or technical problems occurring on its pages.

Customers agree that other personal data, that they may share with City and Wine or its representatives during the programs (eg. emails) may be recorded and processed by City and Wine for own marketing purposes. City and Wine will not disclose any personal data obtained through the programs to any 3rd party under any circumstances.

Customers agree that pictures / videos taken by City and Wine or its representatives during the programs may be used by City and Wine for promoting City and Wine services and programs, without further notice to the Customer visible on the pictures / video. City and Wine commits not disclose to any 3rd Party any personal data of the Customers visible on the pictures under any circumstances.