

Luxury Water Taxi

Terms and Conditions of Service

Please read the following terms and conditions carefully before making your booking. They contain important information concerning your rights and obligations.

Enjoy Venice Srl acts as an agent for the contracting of transfer services through its websites www.luxurywatertaxi.com and www.enjoy-venice.it.

By completing your booking, you confirm that you have read, understand and accept the following conditions. You furthermore confirm that you possess the legal authority necessary to accept these terms and conditions in your own name or on behalf of any companions. As such, upon completion of your booking, your responsibilities include due payment, notifying us if you wish to change or cancel your booking, as well as informing all other travellers in your group of their reservation details.

All communication directly related to the service you contract with us must be received in writing at the following email address booking@luxurywatertaxi.com. Enjoy Venice Srl has its registered office in Dorsoduro 880, 30123 Venezia, Italy. VAT number and tax code: 04212960274.

We are available to our customers through the following means of contact:

If you do not understand any of the conditions outlined in this document, contact our Customer Service team before proceeding with your booking.

Intellectual property rights

Trademarks, trading names and other intellectual property displayed on our website, are property of Enjoy Venice Srl and are protected by national and international intellectual property rights.

All content (including, but not limited to, text, graphics, logos, button icons, images, audio or video files, and software) used on the [luxurywatertaxi.com](http://www.luxurywatertaxi.com) and [enjoy-venice.it](http://www.enjoy-venice.it) websites is property of Enjoy Venice Srl and is protected by national and international intellectual property rights. As such, its use, modification, or reproduction without the express written consent of Enjoy Venice Srl remains strictly prohibited.

1 Languages

Our website www.luxurywatertaxi.com is available in multiple languages. Our Customer Service team can assist you in English and Italian.

We take great care in accurately translating the content of our website as well as our terms and conditions. However, in the case of discrepancy, the English version will prevail.

2 Services

Enjoy Venice Srl acts as a booking agent in the name of the transfer operator (referred to as ‘the Supplier’). In order to request and contract a service you must follow the application procedure established on our website. All bookings must be requested a minimum of 24 hours before the scheduled transfer.

a) The services displayed through our website do not constitute an offer of sale on our behalf, but instead an invitation for you to solicit said services from the Supplier. We may accept or reject your solicitation on behalf of the Supplier. All accepted requests are formalized by the sending of a Booking Request Acknowledgement and a Booking Accepted message to the email address you provide to us during the booking process. Should your request be rejected, you will be refunded the full amount (in Euros) of your payment.

b) Your reservation represents a direct contract between yourself and the Supplier. Any conditions particular to the Supplier will be included in your Booking Request Acknowledgement. Our function is to facilitate the creation of the contract between yourself and the Supplier. As an agent, we do not accept responsibility for any aspect of the services provided by the Supplier.

c) The reservation or purchase of different transport services through our website does not constitute a ‘travel or tour package’ in the sense outlined in the 1990 European Directive on package travel, package holidays and package tours. Each reservation constitutes an independent contract between yourself and the Supplier.

3 Online Reservation Procedure

a) All public transportation services offered by Enjoy Venice Srl through its website have been authorized by the local Supplier.

b) By completing the booking form, you will be purchasing a service via the web. All information provided in the booking form will be forwarded to the Supplier in order to validate and confirm the service solicited. It is therefore very important that you review and ensure that all names, addresses, telephone numbers, dates, hours and other information provided are correct. Should any information provided be incorrect, you must contact us immediately.

c) Immediately after payment is successfully made, you will receive a receipt and confirmation of payment received via email. This receipt of payment does not constitute a confirmation of your reservation but serves to confirm that your request is being processed by the Supplier. Once the Supplier has accepted your request, you will be sent an email with a Booking Accepted message. This will constitute the formal contract

between yourself and the Supplier. The date of the contract will be that which appears in the Booking Accepted email.

d) The meeting point for you and the Supplier will appear in the Booking Request Acknowledgement email along with our 24-hour assistance telephone number available for customers during their travel. Calling this number will connect you to a member of our Customer Service team who will be available to attend your call in English or Italian and assist you with any unforeseen circumstances related to your transfer. Please show your Booking Request Acknowledgement upon arrival and/or departure. Should you not provide a copy of your Booking Request Acknowledgement to the Supplier, the service may be subject to cancellation.

e) Once you have received the Booking Request Acknowledgement, it is your responsibility to carefully review all the details there within and ensure that all the information is correct. We, as booking agents, cannot be held responsible for errors or discrepancies that may appear in the Booking Request Acknowledgement. Should you detect any error or discrepancy in your transfer details, you must communicate them immediately. For further details, please see our policy on modifications and cancellations.

f) The information and details given to us by you during the booking process will only be provided to those people or administrations necessary for the fulfilment of the contracted service. In the final step of the booking process, you authorize Enjoy Venice Srl to communicate your details to anyone involved in the successful completion of said service. Please consult our Privacy and Data Protection Policy for more information.

g) Any notification or communication sent by Enjoy Venice Srl must be ratified by you, confirming its reception. Our system will save the record of delivery and, in lieu of your written confirmation, this shall serve as notification and delivery confirmation.

4 Pricing and Payment

Enjoy Venice Srl, upon receipt of your service request, acts as an agent or representative, requesting payment for the full amount of the service you would like to contract with the Supplier.

Through our website you can view pricing details for services calculated according to the vehicle, destination and date you choose. We reserve the right to modify these prices at any moment and your service request, including after payment. Service is subject to validation until the moment you have received the Booking Accepted email.

If the Supplier refuses service or adjusts the price for your request before you have received your Booking Accepted email, you will be informed by email with a request for additional information or payment if

necessary. If the Supplier does not accept the service or you do not agree to the new pricing terms, you will be refunded the full amount previously paid to us (in Euros).

5 Special Requests

During the booking process, Enjoy Venice Srl will offer you the possibility to request Extra services such as car baby seats. The payment for these Extra services is only provisional and does not guarantee their availability on the day of your transfer. In the unlikely case that the Supplier cannot accommodate your Extra requirements on the day of your transfer, you must inform Enjoy Venice Srl directly and payment previously made for the specific Extras requested will be refunded.

6 Modifications to Your Booking

- a) Any requested change to your booking must be sent to us in writing to the following email address: booking@luxurywatertaxi.com. All modifications are subject to approval by the Supplier, confirmation of which will be sent to the email address provided at the time of booking. Modifications, subject to the conditions outlined above, are allowed up to 48 hours before your first scheduled transfer.
- b) You will be responsible for any increased costs incurred in the requested service as a result of any modification to your booking. Increased costs may result from changing: the size of a vehicle, your destination, extras, etc. You will be informed of any increased costs in the service via email, which will include a link where payment can be made.
- c) If a requested modification to your booking results in a reduction of the price of your requested service, you will be reimbursed the difference if your modification request is received a minimum of 48 hours before your first scheduled transfer.
- d) The Supplier will be monitoring your flight (or train) arrival time according to the information provided to us during the booking process. However, if your flight number changes, if you miss your flight or if your flight is cancelled, you must inform us by calling the 24hour assistance number found in the **Booking Request Acknowledgement**. Any resulting modification is subject to acceptance by the Supplier. We will then confirm the status of your reservation via email.
- e) Once your flight has landed, the Supplier will wait a maximum of 60 minutes at the meeting point indicated on **Booking Request Acknowledgement**. If you feel that your group may take longer than 60 minutes to arrive at the meeting point (due to passport control, customs, baggage claim, lost baggage, etc.) we recommend that someone from your group proceed immediately to the meeting point to inform the driver of any delays. Should the driver be required to wait past 60 minutes, your transfer may be subject to an

additional charge. If the driver has not been advised of any delays and no member of your group has arrived at the meeting point 60 minutes after the arrival of your flight, the service will be cancelled and payment forfeited.

7 Cancellations

- a) All cancellation requests must be received, in writing, at our email address booking@luxurywatertaxi.com a minimum of 24 hours before the date and time of your scheduled transfer.
- b) Cancellations meeting the terms outlined above will be refunded in full using the same method of payment and currency used at time of purchase.
- e) Cancellations made less than 24 hours before the scheduled date and time of the transfer indicated on your Booking Request Acknowledgement will **not** be refunded.

8 Insurance and Liability

- a) For your safety and security, we strongly recommend that you take out a travel insurance policy that covers you and other passengers in the case of cancellation and includes coverage for accident or illness, supplier bankruptcy, lost luggage, loss of cash as well as against other expenses.
- b) Enjoy Venice Srl acts as a booking agent. You are contracting a service directly with the Supplier and not with us. As an Agent, we accept no responsibility for the provision of transport services themselves. Our responsibility is limited to the publication of information on our website about services offered by Suppliers, to communicate information or the modification of reservations to the Supplier and to inform of any changes applied to the terms of your reservation. We accept no responsibility for any information about the transfers that we communicate to you in good faith.
- c) We are not liable for any losses that may occur from the incorrect processing of your booking by the Supplier, errors committed by you while completing the booking form or inaccurate or incomplete information provided to us during the booking process.
- d) Enjoy Venice Srl makes no valuation of the suitability of a particular service for your request and is not responsible for the choice you make.
- e) Enjoy Venice Srl does not accept responsibility for any illness, injury, death or loss of any kind. However, any claim for loss, injury, illness or death must be made through Enjoy Venice Srl who will then contact the Supplier. Some claims may be covered by the terms of your travel insurance policy.

f) We are not responsible for any service contracted directly with the Supplier and decline all responsibility for any modifications to your service not explicitly made directly with us.

g) Errors that may appear on the website will be corrected as soon as we become aware of their existence. In case of any errors of this type, Enjoy Venice Srl reserves the right to cancel your reservation on behalf of the Supplier and reimburse the entire amount paid by the customer at the time of booking.

9 Force Majeure

a) Neither Enjoy Venice Srl nor the Supplier can guarantee or be held responsible for extraordinary situations that may occur before or during your transfer. Such circumstances may include, but are not limited to, accidents and related delays, controls or police activity, acts of vandalism or terrorism, protests and organized disturbances, unforeseen hazards on the roadway, acts of government or national authority, natural disasters, fire and adverse weather conditions or other events beyond the control of the Supplier.

10 Special conditions for transfers from Marco Polo airport to Venice

Our transfer service from Marco Polo airport to Venice will be provided directly by water taxi from the dock at the airport to your destination in Venice (or to the closest public dock).

However, in cases of adverse weather conditions, extreme tide levels, heavy boat traffic in the lagoon, flight delays, queues at the water taxi dock at the airport, special events such as the Redentore or Vogalonga, or any other element beyond our control, the water taxi captain may choose an alternative transfer: a road taxi between Marco Polo Airport to Piazzale Roma (Venice's road transport terminal), and a water taxi between Piazzale Roma and your destination in Venice.

For the safety of passengers, and in order to comply with maritime regulations in Italy, the decision of the water taxi captain must be accepted and cannot be a reason for cancellation, complaint or refund requests.

11 Contact

a) Enjoy Venice Srl is committed at all times to offering you the best service and attention possible. In your Booking Request Acknowledgement email, you will find the telephone number of our 24 hour Assistance Line available for you to use during your transfer, where we will assist with any unforeseen circumstances related to your transfer.

b) All communication with you will be made through email. As such, we recommend that you always check your email before you travel to ensure that no important changes have been made to your booking. All notifications will be sent to the email address provided to us at the time of booking.

c) Should your email address or contact telephone number change, you must provide us with your new contact information immediately so that we may contact you for any issues related to your booking.

d) ENJOY VENICE GUARANTISCE IL MEZZO ENTRO 45 MINUTI DAL ATTERAGGIO DEL VOLO.

In the event that you are not present at the meeting point specified in your Booking Request Acknowledgement within 45 minutes after your flight has landed (in the case of collection at the airport) or 10 minutes after your scheduled pick-up time (in the case of transfers to the airport), the Supplier will try to contact you on the telephone number provided to us during the booking process. If the Supplier cannot get through to you because you do not answer the call, your telephone has no service, the call is sent directly to an answering service or because the connection fails, the service will be considered cancelled without reimbursement.

e) If, at any time during your transfer, you should encounter any problems with the service provided, please inform the driver/captain or call us at the number provided on your Booking Request Acknowledgement. We will investigate the problem and attempt to find an immediate solution. If we are not notified of any problem or incident, our ability to investigate the matter and your right to lodge an official complaint will be compromised. With this in mind, all claims or complaints related to a particular service must be received in writing no more than 15 days after the service has been carried out.

12 Transfer Service

a) It is the customer's responsibility to ensure that all personal information and transfer details provided at the time of booking are correct (date, time, complete address, etc.). The Supplier will use the information provided by you during the booking process when collecting your party and will deliver you to your destination point and as close to your accommodation as possible given the characteristics of the vehicle and physical conditions of access to the requested destination.

b) Passengers will be collected at the meeting point, date and time specified on the Booking Request Acknowledgement. The driver will wait a maximum of 45 minutes after the arrival of your flight at the airport or at all other meeting points (30 minutes at the Cruise Ship Terminal). If your group is not present at the meeting point at the agreed time, you will lose all right to reimbursement for the transfer.

c) The customer must ensure that they arrive at the airport a minimum of 2 hours before their scheduled flight time. **You are responsible for ensuring that the transfer service is reserved at a date and time which meet your itinerary requirements.**

d) In the event that the customer is unable to locate the driver, it is the customer's responsibility to contact Enjoy Venice Srl on the 24h Assistance number printed on the Booking Request Acknowledgement. If the

customer fails to call these numbers and Enjoy Venice Srl is not made aware of the problem, the transfer will be cancelled and no refund will be due.

e) During the booking process, you must indicate to us if you are travelling with children. Depending on the country in which you are travelling the laws with respect to child restraint systems differ. As such, we recommend that you bring with you the restraint system (car baby seat or child booster seat) with which you are most familiar. If you do not wish to travel with your own child restraint system, you may request one provided by the Supplier during the booking process. This request will be subject to availability and the Supplier cannot guarantee that his restraint system will be similar to that which you are accustomed to. Should the Supplier not have a child restraint system available you reserve the right to be reimbursed for the cost of this Extra, but not for the cost of the entire transfer.

f) If you do not request a child restraint system during the booking process, your child will travel with the vehicle's own security and retention systems. Directive 2003/20/EC of the European Parliament regulates the use of obligatory child restraint systems. In the case of taxis and private transfers, the law states:

- Children under three, when in a taxi or authorized vehicle, may travel without a safety restraint in the rear of the vehicle if a child restraint system is not available.
- Children of three years of age and over must use an adult safety belt if no child seat is available.

In either case, a child or infant will count as a passenger in the vehicle.

g) We cannot guarantee the type of vehicle that will be used for your transfer. The Supplier reserves the right to change the type of vehicle used for the service. In some cases the type of vehicle may be changed (for one larger, for example) if this allows the Supplier to provide the service otherwise unavailable.

h) All vehicles and cars are official suppliers of public service taxis their respective cities (depending on the pickup) and have the mandatory insurance required by local regulations and administrative licenses.

13 Luggage

a) Our standard luggage allowance permits each passenger one suitcase with a maximum weight of 20 kg and total combined dimensions of 158cm (height + width + length).

b) Should you forget an item of luggage in the vehicle we will make all reasonable efforts to recover the item lost and if available, we will arrange shipment to the address provided during the booking. You will be responsible for covering all additional costs.

c) We recommend that you do not place any fragile or valuable objects such as jewellery, money, cheques or other valuable documents such as passports or identity cards in your luggage.

- d) Neither Enjoy Venice Srl nor the Supplier will be held responsible for any loss or damages that your luggage may suffer. Before travelling, we recommend that you contract a travel insurance policy to cover any loss or damage.
- e) In accepting these terms and conditions you are obliged at all times to comply with the local laws and legislations where your transfer takes place. Accordingly, your luggage may not contain any articles prohibited by local law or legislation.
- f) During the booking process, you must make it known to us if you are travelling with pets. Pets are the sole responsibility of their owner and must, at all times, travel in an IATA approved crate. Transporting pets is subject to availability and approval of the Supplier and an additional charge will be applied. If we are not informed at the time of booking that you will be travelling with a pet or if the above requirements are not met, the Supplier reserves the right to refuse service and your transfer will be cancelled without refund.

14 Customer Responsibility

- a) The customer, through acceptance of this contract, declares that he/she is of legal age and in full use of mental faculties enabling them to comply with all the responsibilities related to this contract.
- b) The customer declares that he/she understands the terms and conditions described herein and agrees to the payment of service via debit or credit card, having full authorization for its use as well as sufficient funds to cover the cost of the contracted service.
- c) The customer understands and agrees to notify Enjoy Venice Srl about any change or variation that may affect his/her service as early as possible.
- d) Service will be organized and provided according to the information provided to us during the booking process. After your booking, you will receive an email confirmation containing your **Booking Request Acknowledgement** and a further **Booking Accepted** email. It is your responsibility to review and confirm that all information therein is correct and, in the case of discrepancies, notify us immediately. Failure to do so will leave you without recourse.
- e) The customer must carry with him/her at all times the necessary documents and identification to cross national boundaries. Neither Enjoy Venice Srl nor the Supplier will be held responsible nor accept any charges that result from the customer's failure to carry proper documentation or comply with local authorities. Your **Booking Request Acknowledgement** is not a valid legal document.
- f) In the event that Enjoy Venice Srl would have to face a financial penalty as a result of the failure of a passenger to comply with local laws, regulations or other requirements imposed by the countries you wish to

gain access to, leave or visit, we reserve the right to withhold service or any monies paid to us until the full sum of the penalty is paid in full.

15 Right of Admittance

a) The Supplier reserves the right to deny service to any persons under the influence of alcohol or drugs. The Supplier reserves the right to cancel service if the conduct or behaviour of any passenger is such that it affects the security of the driver, vehicle, or other passengers. Neither Enjoy Venice Srl nor the Supplier will be held responsible for any additional charges that may result from such behaviour.

b) The consumption of spirits or narcotics in the vehicles is strictly prohibited. Smoking is not allowed in any of the vehicles.

16 Applicable Law and Jurisdiction

a) These Terms and Conditions, as well as any relation between Enjoy Venice Srl and the customer, shall be governed by and subject to Italian law. For any disputes arising from the existence, content and/or interpretation of these Terms and Conditions or any relationship between Enjoy Venice Srl and the customer, both parties will submit themselves to the jurisdiction of the courts of the city of Venice, Italy (Foro di Venezia).

b) Enjoy Venice Srl reserves the right to make changes at any time to its website as well as the present Terms and Conditions.

The present Terms and Conditions of Service were last updated: 15 July 2019.