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AVAILABILITY & RESERVATIONS

All reservations must be made at least 72 hours in advance or before to our customer service line at 305-949-9180 or via email: info@miami-nice.com. All reservations are subject to availability. Any change must be made by fax: 305-398-0994 or via e-mail at info@miami-nice.com. Every booking has a confirmation number that shows your reservation with **Miami Nice Tours**. At the time of booking, additional information may be provided as to pick-up time, special requirements based on group size, date of travel and availability. Special rates and/or other conditions may apply.

The pick-up and drop-off service from all Miami Beach Hotels on Collins Avenue is included in the price of the activity. Due to the fact that there are many hotel chains on the beach, **Miami Nice Tours** requires the complete name and address of the hotel at the time of booking. After the reservation is placed, the re-confirmation process must be 24 hours in advance by calling our phone line at 305-949-9180.



PRICING & PAYMENT

All the prices are published on our website and/or our brochures. The prices are listed in US dollars and are per person. Special rates and conditions may apply on black-out dates which are as follows: New Year, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas days and any other holiday listed in the US calendar. Any activity with **Miami Nice Tours** is subject to prepaid conditions, such as e-tickets, vouchers, credit cards, cash and travelers checks. The entire above are accepted as payment. Customer shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of their use of this website, and, without limitation, customer shall be responsible for all charges, fees, duties, taxes, and assessments arising out of transactions performed by **Miami Nice Tours** on customer's behalf, whether or not such uses were performed with customer's consent.

The payment of total price has to be paid by the customer to the time of booking the trip.

Travel costs may be affected by external factors beyond the control of **Miami Nice Tours** such as fuel price and government imposed taxes. **Miami Nice Tours** reserves the right to impose any such surcharges on the cost of the trip.

CANCELLATIONS & NON-APPEARANCE

In order to avoid any cancellation fees and 100% penalty, cancellations must be made to **Miami Nice Tours** at least 48 hours in advance and every customer is responsible for his/her own cancellation. The customer must call our customer service line 305-949-9180 or send an e-mail to info@miami-nice.com.

In the case of cancellation less than 48 hours before departure of the trip or in default of appearance, **Miami Nice Tours** will retain the paid price and no refund will apply to the customer.

If any information on the reservation is missing (such as the date of the tour, hotel pick-up, etc.), the customer is responsible to provide any such missing information before the tour date. Otherwise, **Miami Nice Tours** or its agents are not liable for any damages such as missing the trip. It would be advisable to follow up with a phone call. We do not take any responsibility for cancellation fees resulting from mistakes, the weather, family emergencies, double booking or wrong dates.

FEE FOR CHANGING DATES AND/OR TIME

The fee for changing dates and/or time is \$ 20 per reservation. This fee applies only to existing orders that customer wishes to make date and/or time changes to. This does not apply to **Miami Nice Tours** tickets or other tours and activities where the website indicates that there are no changes allowed.

NOTICES

Miami Nice Tours shall not be liable for circumstances beyond its control including weather (hurricane, tropical storm, etc.), road conditions and/or breakdowns. **Miami Nice Tours** reserves the right to substitute vehicle in the event the bus company, for reasons beyond its control, is unable to perform under this agreement. **Miami Nice Tours** assumes no responsibility for lost or damaged baggage or personal belongings or for any items left in the bus. While every effort is made to ensure specified times are met, if the bus is late due to unforeseen traffic, uncontrollable weather conditions (hurricane, tropical storm, etc.), or other circumstances beyond the company's control, the customer will be informed about the situation.



WHEELCHAIR ACCESS & ANIMALS ON BOARD

Our buses are not wheelchair accessible. If customer intends to travel on our buses which have not been so designed or adapted, customer must satisfy himself as to its suitability before embarking. When traveling on any of our buses which is not adapted or designed for handicap access, customer must use a wheelchair or if customer needs assistance to climb the stairs, customer needs to bring enough helpers to enable customer to make the journey safely, including getting on board the bus and leaving at the final destination.

Because our buses are not designed or adapted for wheelchair access, it may not be possible for customer to sit in a wheelchair. For reasons of safety, customer may be asked to move from his/her own wheelchair into a regular seat, in which case, the wheelchair will be stowed in a safe place. Under no circumstances must wheelchairs obstruct any access to safety and life saving equipment, gangways, stairs or passageways. **Miami Nice Tours** shall not be liable for any circumstances beyond its control including injuries, accidents, damage, or injury to any of its handicapped passengers. **PLEASE READ THIS INFORMATION CAREFULLY BY ACCESSING THIS INFORMATION, YOU AGREE THAT YOU ARE INFORMED ABOUT OUR ACCESS CONDITIONS. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE AT OUR SOLE DISCRETION.**

Pets are not permitted in the vehicle except for guide dogs for riders who are visually or hearing impaired or service animals specially trained to assist riders with disabilities. The customer has to inform **Miami Nice Tours**, at the time of reservation, if any of the mentioned service animals are to be accompanying them in order that we may prepare our tour bus for better service and comfort.

LUGAGGE & BELONGINGS

For safety reasons and for the comfort of passengers, the company must restrict the amount and type of luggage, including pushchairs and shopping trolleys. Customer may, at the discretion of the leader, take with them the following items, provided they do not obstruct access to safety and life saving equipment, gangways, stairs or passageways and are not put on seats: personal small bags, pushchairs or strollers.

LOST PROPERTY

Miami Nice Tours deals with lost property in accordance with our Lost Property Procedures which is available for inspection upon request. If you find any lost property on our buses, please do not touch it but kindly alert the bus driver immediately.

If **Miami Nice Tours** thinks that unattended property may be a security threat, the police or security services may be called upon to attend to the item(s) and the item(s) may be destroyed.

BEHAVIOR ON THE BUSES – SMOKING, FOOD & BEVERAGES AND LIABILITY OF THE CUSTOMERS

Smoking is not allowed on the buses provided by **Miami Nice Tours**, its affiliates, and/or their respective suppliers.

Food and beverages are not allowed on the buses provided by **Miami Nice Tours**, its affiliates, and/or their respective suppliers to the extent not otherwise agreed in writing.

The customer is not allowed to damage the buses provided by **Miami Nice Tours**, its affiliates, and/or their respective suppliers in any way. If the customer damages parts of the bus (including, without limitation, seats on



the buses), the customer is liable for these damages and potential consequential losses including, without limitation, the temporal loss of the bus as a result of repair.

The customer is not allowed to move on the bus while the bus is driving. If the customer is doing so and gets hurt as a result, the customer is solely responsible and **Miami Nice Tours** feels not responsible for these damages and any costs which arise from the customer's misconduct.

OBLIGATION TO COOPERATE

The customer is obliged to cooperate at any time of the trip (including, without limitation, avoiding potential damages). In particular, the customer has to report his/her complaints immediately to the local tour guide.

INSURANCE

Miami Nice Tours is responsible just for the transport on the buses. In the event of leaving the bus the customer is solely responsible; no responsibility remains with **Miami Nice Tours** when the customer is outside the buses. Therefore, **Miami Nice Tours** strongly advises the customer to be adequately insured for any trip. This should include cover for personal accident and medical expenses as well as loss of property.

TRANSMISSION OF PERSONAL DATA

The customer agrees that by providing **Miami Nice Tours** with any personal information through this website, e.g. for the purpose of requesting information or making a reservation, the customer consents to **Miami Nice Tours** sharing this information with its affiliates and/or their respective suppliers solely as necessary to complete a transaction the customer has requested.

INDEMNIFICATION

The customer shall indemnify and defend **Miami Nice Tours**, its affiliates and their respective suppliers and each of their directors, officers and employees from and against any claim, cause of action and demand (including reasonable accounting or legal fees) brought by the customer and/or a third party as a result of the customer's use of the **Miami Nice Tours** Website.

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