

General Terms and Conditions of Sale

1. PURPOSE

1.1. CITYTOURS & DREAMS offers services as advertised on our website www.bajabikes.eu with the registered brand name "Baja Bikes" in accordance with the following General Terms and Conditions of Sale (hereinafter "General Terms and Conditions"). Upon booking any of the services offered on our website you are bound to our General Terms and Conditions.

1.2. By following all the steps involved in contracting the services and placing your purchase order you fully accept our General Terms and Conditions in their entirety as published at the specific time you visit the website. Read the General Terms and Conditions carefully before requesting any of the services offered on this website.

1.3. Service acquisition is also subject to our website's General Terms and Conditions of Use which are complementary to our General Terms and Conditions and include aspects not mentioned in the latter.

2. CONTRACTING SERVICES

2.1. CITYTOURS & DREAMS offers organised tours for individuals and groups in several cities worldwide as stated in the "About Baja Bikes" section of our website.

2.2. CITYTOURS & DREAMS implements an online booking tool that allows you to book third-party (bike) tours, (bike) rental, bike holidays and other services with our partners. Upon completing a booking through our website, you enter into a direct and legally binding contractual relationship with the service (tour, rental, bike holiday or other service) providing partner. Once the booking is completed, CITYTOURS & DREAMS shall act as an intermediary between you and our partner, providing your booking details to the partner and sending confirmation emails on their behalf.

2.3. In the specific case of bike holidays, you enter into a direct and legally binding contractual relationship with Eigen-Wijze Reizen B.V. located in Enschede, The Netherlands. Specific terms and conditions can be found at their website being <https://www.eigenwijzereizen.nl/?aff=baja>

2.4. You are responsible for the use you make of the services and CITYTOURS & DREAMS shall in no case be held liable for any damages that could arise by the correct or otherwise incorrect use of the contracted service. Our services are solely for personal, non-commercial use. The resale of the contracted services for commercial or business purposes is not permitted.

3. ENTRY INTO FORCE

3.1. These General Terms and Conditions shall be applicable from the moment you access this website, complete your booking and give your consent to contract the service in question. By doing so, you accept and fully adhere to all the General Terms and Conditions provided herein.

3.2. In accordance with Article 27.4 of the Information Society Services and E-commerce Act 34/2002 (*Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y de Comercio Electrónico*), the General Terms and Conditions applicable to the service shall be available to you before contracting the service.

4. BOOKINGS

4.1. Any booking made in your name or on your behalf shall be considered as having been made by you.

4.2. Making a booking does not imply immediate acceptance by our partner. The booking shall only be considered confirmed

once CITYTOURS & DREAMS sends you a booking acknowledgement receipt on behalf of our partner. Please note that booking confirmations are always subject to availability as unforeseeable events, including force majeure, may happen in the tour's area making it impossible or inadvisable to carry out the tour. In that case, CITYTOURS & DREAMS and/or its partner shall be entitled to cancel the booking up until the very moment the tour is scheduled to begin. If you book less than 48 hours before the tour begins, please reconfirm your booking by calling +34 646 252 199 (remember to have your booking number at hand).

4.3. CITYTOURS & DREAMS reserves the right to cancel bookings made by users involved in payment disputes regarding a prior booking or who are involved in actual or suspected irregularities.

5. PRICE AND PAYMENT TERMS

5.1. The price of the services shall be clearly stated on the website. The applicable price shall be the one published on the website at the time of booking.

5.2. The payment for the services shall be made directly to CITYTOURS & DREAMS' partner, in cash, unless otherwise stated by CITYTOURS & DREAMS.

6. DATA PROTECTION

6.1. Pursuant to Article 5 of Organic Law 15/1999 on Protection of Personal Data (*Ley Orgánica 15/1999, de Protección de Datos de Carácter Personal*, hereinafter referred to as LOPD), CITYTOURS & DREAMS hereby informs you about its personal data protection policy so that you may expressly, freely and voluntarily decide whether you wish to provide the personal data we request from you on our website's booking form.

6.2. The data you provide shall be included in files owned and controlled by CITYTOURS & DREAMS, and will be electronically processed in order to handle your request (which necessarily involves sharing your details with the service providing partner).

6.3. CITYTOURS & DREAMS may also send you information about activities that may be of interest to you. By sending your data to CITYTOURS & DREAMS you expressly authorise us to use it for the above mentioned purposes, including marketing communications sent by email. Your email address shall be used to send you a feedback request by The Feedback Company.

6.4. Unless otherwise stated, all required fields in the forms must be completed. Failure to do so may result in CITYTOURS & DREAMS not processing the request.

6.5. The information provided in the forms must be true, exact, complete and up-to-date, otherwise you shall be held liable for any and all damages that may arise from not doing so.

6.6. CITYTOURS & DREAMS has implemented the necessary security measures for personal data protection required by the data protection legislation in force, making sure the necessary technical and organisational measures are in place to prevent loss, misuse, alteration, unauthorised access and other potential risks.

6.7. CITYTOURS & DREAMS also commits to the obligation of keeping all personal data secret and shall take all necessary measures at all times to prevent unauthorised access and personal data alteration or loss.

6.8. You may exercise the right of access, rectification, erasure and, as the case may be, objection in accordance with the provisions of the LOPD and other applicable legal rules by writing to CITYTOURS & DREAMS at its postal address (Carrer Doctor Trueta 113, 08005 Barcelona) and/or by emailing info@bajabikes.eu. Proof of user's identity must be provided.

6.9. Should the company provide any special service in which specific provisions other than these concerning data protection are stipulated, application of the specific rules for that service in particular shall prevail over these in case of discrepancy.

6.10. CITYTOURS & DREAMS reserves the right to modify this policy after previously informing users of the changes made thereto.

7. RELATIONSHIP WITH OTHER CONTRACTS

7.1. The relationship between the person making a booking and CITYTOURS & DREAMS is governed by these General Terms and Conditions.

7.2. Notwithstanding the foregoing, any other General Terms and Conditions specific to a particular tour service may be submitted for the client's approval. In such cases, the General Terms and Conditions specific to the CITYTOURS & DREAMS' partner shall prevail over CITYTOURS & DREAMS' General Terms and Conditions, and the latter shall only apply in a supplementary manner and only to the extent that they are not conflicted.

7.3. Some of these conditions are the following:

7.3.1. Before taking part in a tour, rental or bike holiday:

a) Read or listen carefully to the safety instructions and advise given by the tour organisers and make sure you understand everything.

b) Make sure the equipment provided for the tour works properly.

c) Provide a valid ID (Spanish ID card or passport).

d) Make sure the contact details stated in the booking are correct.

7.3.2. During the tour, rental or bike holiday:

a) Use the equipment correctly and, in particular, avoid using it in unsuitable places (stairs, ramps, etc.).

b) Park the bicycle in suitable places and lock it up properly.

c) Follow the applicable traffic rules and regulations, such as the ones regarding the use of reflectors, helmet, etc.

d) Accept responsibility for the payment of any fine issued to you by the authorities during the tour.

e) Do not make any modification or changes to the bicycle except for repairs needed as a result of breakage or malfunctioning.

f) In case of loss, theft, accident or any other incident, please contact CITY TOURS & DREAMS within 2 hours of the occurrence and provide a copy of the police report.

7.3.3. At the end of the tour:

a) Return the equipment in the same condition as you received it.

b) Return the equipment in person and sign the receipt stating your agreement with the equipment check-up.

c) Penalties shall be paid to the partner under certain circumstances, including but not limited to, theft as a result of negligence in safekeeping the bicycle, anti-theft device loss or damage or equipment damage, all in accordance with the applicable Terms and Conditions that CITYTOURS & DREAMS' partner shall inform you of before the tour, rental or bike holiday.

7.4. The client and everyone in his/her group acknowledge being aware of the rules for riding and using the bicycle and accept all risks inherent to the activity. The client and everyone in his/her group assure to have their own third-party insurance for the activity. The client and everyone in his/her group confirm to be physically fit to take part in the activity or event that was booked, as well as to be in possession of and covered by a valid medical and travel insurance that covers taking part in the activity. The client and everyone in his/her group assume their sole responsibility from any and all physical and mental effects that may arise as consequence of carrying out the activity, including any problems derived from illness, medication or disability of any kind that could compromise their safety. CITY TOURS & DREAMS shall not be held liable for any damages or injuries inflicted upon clients or third parties during the activity.

7.5. Limitation of Liability

CITY TOURS & DREAMS' liability in cases of contract breach attributable thereto shall be limited to the price paid for the services concerning the claim.

8. CANCELLATION

8.1. Bookings made through our customer service or directly through our website can be cancelled or modified at no extra charge unless otherwise stated in writing by CITYTOURS & DREAMS at the moment of booking. Free cancellation or modifications are not applicable to special request bookings, private tours etc. These special conditions shall be specifically indicated.

8.3 Upon booking a tour that needs to be pre-paid (this will be indicated on the website and by mail by CITYTOURS & DREAMS) or as a business-to-business client, you accept the cancellation or modification fees that are indicated specifically in writing at the time of booking.

8.4. In the event of bad weather, force majeure or acts of God, the activity shall be rescheduled. If no alternative is possible, it shall be cancelled without any penalty for any of the parties.

9. APPLICABLE LAW AND JURISDICTION

The enforcement of these General Terms and Conditions of Sale shall be governed by the Spanish law. The courts of the city of Barcelona are the only competent courts to hear any dispute of any nature or problem arising from the formalisation, enforcement or drawing of any sales contracts entered into by CITYTOURS & DREAMS and a client, provided it is not considered a consumer as defined in the applicable law regarding the defence of consumers and users. The client states that he/she has read, understood and accepted these conditions in their entirety.

Copyright © CITYTOURS & DREAMS S.L. All rights reserved.
Reproduction in whole or in part is prohibited. 2021.