

General Terms and Conditions of Sale

1. OBJECT.

1.1. CITYTOURS & DREAMS offers you the services advertised on our website in accordance with that set forth in the following General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions"). Hence, due to the mere fact of booking any of the services offered on our website you are understood to unreservedly accept the obligations set forth in these General Terms and Conditions.

1.2. By following all of the steps involved in contracting the services and placing the purchase order you express your full and unreserved acceptance of each and every one of the General Terms and Conditions we have published at the specific time you access the website. As a result, you must carefully read the General Terms and Conditions every time you are about to request any of the services we offer on this website.

1.3. Acquisition of the services is also subject to our website's General Terms and Conditions of Use, which are complementary, with regard to aspects not dealt with in these General Terms and Conditions and in every sense in which they are not contrary thereto.

2. CONTRACTING SERVICES.

2.1. CITYTOURS & DREAMS offers a set of organised tours for people and groups in several cities in the world, as stated in the "About Baja Bikes" section of our website.

2.2. CITYTOURS & DREAMS makes an on-line booking mechanism available to you through which you can book tours provided by other third parties with which CITYTOURS & DREAMS has entered into the relevant collaboration agreements. So, when you book through our website, you enter into a direct and legally-binding contractual relationship with the partner you have contracted to provide the service (tour). From the time you make your booking, CITYTOURS & DREAMS acts as an intermediary between you and our partner. It passes on your booking details to the partner and sends you a confirmation e-mail on behalf of the partner.

2.3. You are responsible for the use you make of the services so you hold CITYTOURS & DREAMS harmless in relation to liability that arises from any damage that could be caused by any correct or incorrect use of the contracted service. Our services are only for personal use, not commercial use. Therefore, resale of the contracted services for any commercial or competing business is not permitted.

3. ENTRY INTO FORCE.

3.1. These general terms and conditions will enter into force from the time you access this website, make your booking and give your consent to contracting the service in question. You then accept and completely adhere to all of the general terms and conditions included herein.

3.2. According to 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 to which the contracting of the services is subject are made available to you prior to the possible contracting of them.

4. ORDERS.

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

4.2. The mere fact of making a booking does not imply that our partner automatically accepts it. Instead, it will be considered

to be a confirmed booking when CITYTOURS & DREAMS sends you acknowledgement of receipt of the booking on behalf of our partner. Bear in mind that the booking is always subject to availability as it may be that on the same day as the tour an event or occasion takes place in the tour's area, or any other unforeseeable event, act of God or force majeure takes place, which prevents or makes it inadvisable to carry out the tour, in which case CITYTOURS & DREAMS and/or the partner will be entitled to cancel the booking up until the very time the tour is to take place. In particular, if you book less than 48 hours prior to the tour, we recommend that you confirm your booking by calling +34 646 252 199 (remember to have your booking number to hand).

4.3. CITYTOURS & DREAMS reserves the right to cancel bookings made by people with whom there is a dispute regarding payment of a prior order or who are suspected of some kind of irregularity.

5. PRICE AND PAYMENT TERMS.

5.1. The price of the services will be clearly set on the page on which it is shown and the price published at the time the booking is made will apply.

5.2. The price of the services will be paid directly to the CITYTOURS & DREAMS partner in cash, unless otherwise indicated by CITYTOURS & DREAMS for special occasions.

6. DATA PROTECTION.

6.1. CITYTOURS & DREAMS hereby informs you, according to article 5 of Organic Law 15/1999 on the Protection of Personal Data (*Ley Orgánica 15/1999, de Protección de Datos de Carácter Personal*, hereinafter referred to as the LOPD), of 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 the booking form on our website.

6.2. We also inform you that the data you provide will be included in files owned and controlled by CITYTOURS & DREAMS, which will carry out computer processing in order to handle your request (which necessarily includes passing your details on to the partner with whom you contract the service we offer as intermediaries).

6.3. We may also send you information about CITYTOURS & DREAMS activities that may be of interest to you. By sending your data you are understood to expressly authorise CITYTOURS & DREAMS to process your data for the above purposes, which includes commercial communications sent by e-mail. Furthermore, your e-mail address is used to send you a feedback request by The Feedback Company.

6.4. Unless otherwise stated, it is considered necessary to fill in all of the required data in the forms. If not all of the data considered necessary are provided then, depending on the case, CITYTOURS & DREAMS may not process the request made.

6.5. You must fill in the forms with true, exact, complete and up-to-date details and will be held liable for the damages that you cause by improperly filling in the forms with data that are false, inexact, incomplete or not up to date.

6.6. CITYTOURS & DREAMS has adopted the security levels for the protection of personal data required by the data protection legislation in force, putting the necessary technical and organisational measures in place to prevent loss, misuse, alteration, unauthorised access and other possible risks.

6.7. CITYTOURS & DREAMS likewise undertakes to meet its obligation to keep personal data secret and its obligation to hold them and will take all necessary measures to prevent their alteration, loss, processing or unauthorised access to them subject to the state of the art at any time.

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

6.9. If the company provides any kind of special service in which specific provisions other than these concerning data protection are stipulated, application of the specific rules for that service in particular will prevail over these in the event of any contradiction between them.

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 the service contracted at the time the tour is performed may be attached or submitted for the User's approval. In that case the aforementioned General Terms and Conditions specific to the CITYTOURS & DREAMS partner will prevail over CITYTOURS & DREAMS' General Terms and Conditions, and these General Terms and Conditions will only apply in a supplementary manner and only to the extent that they do not contradict them.

7.3. Some of these conditions are as follows:

7.3.1. Before taking part in a tour:

- a) Read, listen to and understand the safety instructions and advice given by the people responsible for organising the tour.
- b) Make sure the equipment that will be provided for carrying out the tour is in normal working order.
- c) Present a valid form of ID (Spanish ID card or passport).
- d) Make sure the customer's contact details stated in the booking are correct.

7.3.2. During the tour:

- 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 correctly lock it up.
- c) Follow the applicable road and traffic rules, such as the use of reflectors, helmet, etc.
- d) Accept responsibility for paying any fine or penalty you are given by a person in authority during use of the service.
- e) Do not make any modification or change to the bicycle except for the necessary repairs due to breakage or malfunctioning of any of its parts.
- f) In case of loss, theft, accident or any other incident contact CITY TOURS & DREAMS within 2 hours of its occurrence and provide a copy of the police report or certificate produced.

7.3.3. At the end of the tour:

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

b) Be present when it is returned and sign a receipt stating you are in agreement with the inspection of the equipment.

c) Pay a penalty to the partner under certain circumstances, such as negligence in safekeeping of the bicycle resulting in its theft; loss of or damage to the anti-theft device; damage to the equipment; among other circumstances, all in accordance with the specific terms and conditions that apply, which the CITYTOURS & DREAMS collaborator will inform you of before carrying out the tour.

7.4. In any case, the customer and any people part of his/her group state that they are aware of the rules for riding and use of a bicycle and accept all of the risks inherent to the activity. The customer and any people part of his/her group state that they are covered by their own third-party insurance cover when performing the activity the service consists of. The customer and any people part of his/her group state that they are the only persons responsible for the effects of carrying out the activity, both physical and mental, such as but not limited to any possible problem arising from illness, medication or a disability of any kind that could affect their safety. CITY TOURS & DREAMS thus does not accept any liability for damages and injuries caused to users of the services and third parties during the use of such services.

7.5. Limitation of Liability.

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

8. CANCELLATION

8.1. As a final user (consumer) when booking through our customer service or direct on the website, you are free to cancel or modify your booking with no extra charge, unless otherwise indicated in writing by CITYTOURS & DREAMS at the moment of the booking. No free cancellation or modification can apply to special request bookings, private tours etcetera, and these special conditions will be indicated to you specifically.

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

8.4. In the event of bad weather or other cases of force majeure or act of God another day / time will be arranged. If no alternative is possible it will be cancelled without any penalty for any of the parties.

9. APPLICABLE LAW AND JURISDICTION

The construction and enforcement of these general terms and conditions of sale shall be governed by 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 construction of any contract of sale entered into by CITYTOURS & DREAMS and a customer, provided it is not considered a consumer, as defined in the law currently in force concerning the defence of consumers and users. The User states that he/she has read, is aware of and accepts these conditions in their entirety.

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