

Terms and conditions BICI E BASTA trips

1. General

BICI E BASTA is a sole proprietorship established in accordance with the law of the Netherlands with the aim of organising exclusive cycling tours in Italy. BICI E BASTA will hereinafter be referred to as 'BICI E BASTA'. The customer, a natural person or legal entity, will hereinafter be referred to as the 'Customer'.

2. Applicability

- These terms and conditions apply to all offers and contracts, quotations, bookings, communications and the likes pursuant to which BICI E BASTA delivers goods and/or provides services. These terms and conditions apply to natural persons as well as legal entities.
- These terms and conditions apply accordingly to all agreements concluded with third parties engaged by BICI E BASTA.
- The applicability of Customer's general terms and conditions are hereby explicitly rejected. The agreement concluded between BICI E BASTA and the Customer, pursuant to and incorporating these terms and conditions, will hereinafter be referred to as the 'agreement'.
- BICI E BASTA has the right to unilaterally amend these terms and conditions from time to time. Amendments will be advised by BICI E BASTA via its website(s) or email and take immediate effect, unless the communication stipulates a different date. The latest version of these terms and conditions will be available via BICI E BASTA website(s).
- If a provision from the agreement or the terms and conditions **prove** to be invalid, the validity of the full agreement remains unaffected. In such a case, BICI E BASTA has the right to replace it with a provision that does not unreasonably encumber the Customer and is as similar as possible to the invalid provision.
- The Customer is responsible for saving and printing the terms and conditions if required, using the facilities available on the website, in the BICI E BASTA browser or elsewhere, and for ensuring access to the saved copy.

3. **Quotation offer** and establishment of agreement

- The Customer guarantees that the information that it has provided or that has been provided on its behalf to BICI E BASTA and on which BICI E BASTA has based its offer is accurate and complete.
- All offers made by BICI E BASTA are subject to confirmation by Customer, unless expressly stated otherwise in the quotation. If Customer is given an acceptance period as specified in the quotation, the quotation will expire once this period has lapsed.
- BICI E BASTA cannot be obligated to fulfil the requirements of an agreement or booking if the Customer, knew or in all reasonableness should have known that the offer or part of it contains/contained an obvious error or mistake.
- BICI E BASTA will not be obligated to perform the agreement if it can demonstrate that the agreement materially deviates from what was specified in the offer made.
- The agreement between the Customer and BICI E BASTA will be established at such a time as the Customer confirms the offer by BICI E BASTA and such confirmation has been received by BICI E BASTA. The agreement will be (come) effective on the date specified in the quotation unless agreed otherwise.
- If and insofar as the agreement concluded between the parties is a continuing performance contract, the agreement shall be entered into for the term agreed between the parties. A term of one year shall apply if no term has been agreed.

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4. Liability

- BICI E BASTA will use all reasonable efforts to protect your health and safety throughout your holiday. Upon execution of the agreement, the Customer assumes the risk and responsibility for any bodily harm or fatal injury throughout the duration of your holiday.
- BICI E BASTA will not be liable for any loss of whatever nature arising from BICI E BASTA's use of incorrect and/or incomplete details supplied by the Customer, unless such incorrect or incomplete details were due to BICI E BASTA.
- BICI E BASTA or any third parties engaged by BICI E BASTA, will furthermore not be liable for – including but not limited to – theft or loss of your property, losses suffered by third parties, bodily harm or fatal injury.
- The Customer will receive the opportunity to check material hired by the Customer and use all commercially reasonable efforts to ensure that it is fit for purpose. BICI E BASTA rejects any liability whatsoever arising from incorrect or defective material.
- BICI E BASTA assumed no liability for indirect losses, in all cases including consequential loss, loss of profit, lost savings, commercial stagnation or immaterial loss suffered by the Customer.
- BICI E BASTA's liability for any losses, is limited to the sum of the amounts (excluding VAT) charged by BICI E BASTA to the Customer throughout the 12 (twelve) months prior to the time at which the Customer reported the (alleged) failure by BICI E BASTA or event (or series of connected events) to BICI E BASTA in writing.
- All claims lodged by the Customer arising from failures on the part of BICI E BASTA will lapse if these are not reported to BICI E BASTA in writing within one year from discovery by the Customer.
- The limitations of liability stipulated in this article will not apply if the loss is caused by gross negligence or wilful misconduct on intent or on the part of BICI E BASTA or its executive staff, or any other liability that cannot by law be limited or excluded.

5. Booking and Payment conditions

- To book, the Customer must return the confirmation email, complete with entered details, to info@biciebasta.nl. The Customer must also deposit 20% of the full booking amount into IBAN account number NL30 INGB 0008 3509 86. The Customer must deposit the remaining balance into the aforementioned account at least 60 days prior to departure.
- Deposits must be paid within fourteen days of invoice date, using a method specified by BICI E BASTA and in the invoiced currency, unless otherwise agreed.
- The Customer is not permitted to reduce the payable amount by any counterclaims lodged by the Customer.
- If the Customer has not paid within the period stipulated in the first point, the Customer will be in a state of statutory default and BICI E BASTA will have the right to charge statutory (commercial) interest.
- If the Customer is faced with bankruptcy, suspension of payment or administration, receivables payable to BICI E BASTA and obligations of the Customer towards BICI E BASTA will be (come) due immediately.
- If the Customer defaults in the (timely) fulfilment of its payment obligations, all reasonable extrajudicial costs incurred to obtain payment will be for the account of the Customer.
- The regulations contained in the Wet Incassokosten (Law on Debt Collection Costs) apply to these terms and conditions.

6. Cancellation and Annulment

- If the Customer intends to cancel the booking, this must be communicated in advance via info@biciebasta.nl.
- In certain cases, cancellation by the Customer can result in an obligation to compensate BICI E BASTA for loss suffered due to cancellation of prior commitments/ arrangements with third parties, which can solely be cancelled in against payment of compensation. BICI E BASTA therefore reserves the following right to compensation of such losses: if the Customer cancels up to 75 days before the arrival date, the Customer will be refunded 70% of the full sum. If the Customer cancels up to 15 days before the arrival date, the Customer will be refunded 50% of the full sum. If the Customer cancels later than this, we will charge the full amount.
- If the Customer does not – or does not adequately – fulfil an obligation arising from the agreement, BICI E BASTA is entitled to terminate the agreement (in whole or in part) with immediate effect, unless the implications of such a failure are so negligible that annulment cannot be justified.
- BICI E BASTA is furthermore entitled to terminate the agreement (in whole or in part) with immediate effect it:
 - Following conclusion of the agreement, BICI E BASTA becomes aware of circumstances that suggest that obligations will not be fulfilled by the Customer;
 - Due to delays on the part of the Customer, BICI E BASTA cannot be expected to fulfil the agreement based on the conditions originally agreed upon;
 - Circumstances arise that are of such a nature that fulfilment of the agreement becomes impossible, or if unchanged preservation of the agreement cannot within reason be expected from BICI E BASTA;
 - The Customer is declared bankrupt, submits a request for suspension of payment, applies for restructuring of debt for natural persons or is faced with the seizure of all or part of the property of the Customer;
 - The Customer enters administration.
- Termination will take place by means of written notice without legal intervention.
- If the agreement is annulled, any claims payable to BICI E BASTA by the Customer will be due immediately.
- If BICI E BASTA terminates the agreement on grounds of the aforementioned, BICI E BASTA will not be held liable for payment of any costs or compensation.
- If the reasons for termination can reasonably be attributed to the Customer, the Customer will be liable for any reasonable and documented losses suffered by BICI E BASTA.

7. Materials made available by BICI E BASTA

- In the event of damage to or consumption of materials made available by BICI E BASTA (e.g. bicycle spare parts, cleaning supplies, tools, pumps, etc.), the Customer will pay the repair price in case of damage (if repairable) or the purchase price (for replacement).
- Modifications to materials by the Customer without the permission of BICI E BASTA will be considered damage.
- If materials are damaged or lost, the Customer must immediately inform BICI E BASTA.

8. Accommodation

- The Customer is responsible for costs/compensation in case of breakages or damages attributable to Customer while staying **with BICI E BASTA**.
- The Customer must immediately inform BICI E BASTA about defects in and/or damage to the rental property.

9. Bicycles

- The bicycles are not insured, and the Customer will be held responsible for any damage, loss or theft while the bicycle is under its control.
- BICI E BASTA will only be responsible for wear to the outer tyres, chain, cogs, cables and brake pads. For any other damage, the Customer will be required to pay repair costs or, if irreparable, the purchase price of the part.
- In case of theft, the Customer will be required to pay the purchase price.

10. Privacy and protection of data (GDPR)

- The services provided by BICI E BASTA may entail the processing of (particular) personal data.
- In the event of possible processing of personal data belonging to the Customer, this processing must comply with the provisions of the General Data Protection Regulation (GDPR).
- Here, BICI E BASTA is considered the Controller, or Sub-Controller in certain cases, while the Customer is considered the Subject. If, within the context of the GDPR, the Customer is the Controller, BICI E BASTA will be considered the Sub-Controller or Third Controller.
- The Parties agree that the provisions from the GDPR will apply to the relationship between Subject and Controller, if and insofar as personal data belonging to the Customer is processed for the purpose of fulfilment of the agreement.

11. Applicable law and disputes

- The Laws of the Netherlands exclusively governs any offers, bookings and agreements. This will also apply if an obligation is fulfilled abroad, whether in full or in part, or if the Customer is domiciled abroad. The 1980 Vienna Convention is excluded.
- Disputes between BICI E BASTA and the Customer will exclusively be heard by the authorised court in the district of The Hague, unless otherwise ordered by law.
- The parties will only appeal to the court once they have made every effort to resolve a dispute by means of mutual consultation.