

General Terms and Conditions

1. Parties involved

Cycling Ventures SL, www.kolotrip.com, (hereinafter, the Website, platform, Agency, or Kolotrip) is an official Bicycle Travel Agency offering cycling packages selected and validated by expert cyclists. The company is located in Valencia, Spain, at Cotanda street number 2, floor 7 and 17th door, CP 46002. Its tax identification number is ESB40584369, its Travel Agency license number is CV-Mm2195-V, and its active tourism license number is TA-180-V.

Anyone who book any of the tours of Kolotrip, directly or indirectly, is considered a client, user, or traveler.

The Main Contractor acts on their own behalf and, where applicable, on behalf of the people who make up the same group or family trip, making the details known to the company during the booking process.

Confirmation of a booking for any product or service offered or sold by Kolotrip implies full acceptance of these General Terms and Conditions, as well as the specific terms and conditions for each cycling trip, as detailed in the trip information and the package travel contract. These General Terms and Conditions are valid and will remain in effect in all aspects permanently stipulated herein.

In the case of Special Conditions, these will be agreed between the parties depending on each case.

The user can use the email address hola@kolotrip.com to communicate their questions and complaints.

2. Information about bicycle trips

Each tour package published on the website contains detailed information about a particular trip, such as the itinerary, accommodation, price, and specific conditions of each one, among other things.

In addition to the trip information on the platform, customers have access to a detailed description of the bike trip, as well as booking instructions and other details beyond the general information provided on each trip's page on the Kolotrip.com website. Customers can access this information before booking confirmation and will receive a copy via email once the booking is complete.

The trips offered on Kolotrip are carefully selected and meet the website's quality criteria to ensure a superior travel experience. These trips may be operated by local tour operators specializing in cycle touring, with whom Kolotrip collaborates exclusively, or organized directly by the agency.

3. Booking and contracting a bicycle trip

The booking process for a package holiday begins when you receive a quote with the trip details from one of Kolotrip's agents, or when you make the payment through the website directly or indirectly.

The terms and conditions are accepted, when paying the 20% deposit unless otherwise stated. Any remaining balance must be paid no later than 30 days before the start date of the trip.

If the traveler does not comply with the payment schedule, the agency may terminate the contract and apply the rules established for the termination of the trip.

Therefore, to submit a booking request, you must have paid the requested amount and completed and signed the documents required by the agency. This process can be done through traditional means by contacting an agent or through the automated process on the website. To do so, you will need to complete the corresponding form, make the payment (either the deposit or the full amount), and indicate that you have read and accepted the general terms and conditions of the package tour during the booking process. If necessary, the agency will request further information from you.

Once the company successfully receives the booking request, it will send an email to the client confirming receipt. Within 48-72 hours, the agency will then confirm availability with the accommodations and other service providers to guarantee the booking.

Once all the services for the trip have been confirmed, the company will send the client a final booking confirmation via email, including a summary of the services booked, the meeting point, and the assistance phone number. A few days before the start date, and if necessary, Kolotrip will send the remaining documentation, including the itinerary book, GPS tracks, maps, and other materials.

For the booking, it will be a necessary condition to accept the package travel contract by electronic means and the annex with all the details of the trip as well as the payment of the booking or advance indicated in each case.

The Agency's consent is considered given when it confirms via email the receipt of payment for the reservation and the client's acceptance of the booking. Otherwise, the travel reservation will not be accepted.

The purchase of services or products from the Agency is subject to price fluctuations and availability. If the conditions of your booking request cannot be met, you will be informed of the new conditions, which you may use to confirm or cancel the booking. Any modification to a confirmed booking may result in a price change or cancellation.

For group trips with a minimum number of people required, the organizer reserves the right to cancel the trip if the number of registered people required for its execution is not met, and you will be notified within the timeframes indicated in the pre-contractual information.

4. Price.

All prices on the Website are in euros and include VAT. The total price of the trip, including taxes, surcharges, fees, and any other added costs, is the final price shown.

The price includes only the services detailed in the "included" section of each product, unless otherwise stated.

The prices shown on the website are for reference only and the final price will be displayed at the Package Travel Contract that you will receive from the Service Provider along with all the details of the trip you wish to book.

Unless otherwise specified in the travel offer, prices do not include: travel insurance, transportation to the destination, territorial charges required by certain countries, visas and changes for administrative or health reasons (medical treatments, vaccines, etc.), telephone calls, personal expenses.

Invoiced under the Special Scheme for Travel Agencies. VAT rates included in the price according to Article 142 of Law 37/1992 amended by Law 28/2014.

The offer, prices, and accommodations are subject to availability at the time of booking confirmation. The itinerary, routes, and accommodations may be modified with prior notice.

5. Cancellation, modification and withdrawal.

Kolotrip reserves the right to cancel reservations made by the User in case of non-compliance with the conditions or having provided false data.

The customer may cancel the cycling trip before its start by notifying the agency as soon as possible. Once this notification is received, the customer will be provided with a justification for their payment within a reasonable timeframe. The customer hereby authorizes the organizing and retail agency to deduct from the amounts paid, which are subject to refund, the corresponding penalties, cancellation fees, and administrative costs.

We want to be as flexible as possible. Therefore, in the event of an unforeseen circumstance, we will do our best to change your travel dates free of charge for travel within the same year. If you wish to cancel your trip before the start date, the following administrative fees will apply:

- For trips longer than 30 days, the management fees will be 20% of the trip cost.
- For trips between 30 and 15 days, the management fees will be 50% of the trip cost.
- For trips less than 14 days in advance or no show, the amount payable will be 100% of the trip cost.

For greater flexibility, we recommend purchasing travel insurance that includes assistance, liability, and cancellation coverage, allowing you to cancel your trip. See all the details here: https://www.kolotrip.com/seguro_viajes And check with us for the terms and conditions. Please note that the insurance price is non-refundable once purchased, even in case of cancellation or modification.

Changes to dates, accommodations, and other travel services that the customer wishes to make after booking may result in an increase in the trip price, although Kolotrip will do its best to manage the changes in the most economical way possible.

TERMINATION OF THE CONTRACT PRIOR TO THE START OF THE TRIP AT THE ORGANIZER'S REQUEST

The organizer, and where applicable the retailer, may cancel the contract by fully reimbursing all payments made if the number of people registered for the trip is less than the required minimum number and the traveler is notified within the legally provided time limits, which are as follows:

Twenty (20) calendar days before the start of the package travel for trips lasting more than six (6) days.

Seven (7) calendar days before the start of the package travel for trips lasting between two (2) and six (6) days.

Forty-eight (48) hours before the start of the package travel for trips lasting less than two (2) days.

Similarly, the organizer, and where applicable the retailer, may cancel the trip when it is determined that the trip cannot be carried out due to extraordinary and unavoidable circumstances such as weather conditions or force majeure, or when it is determined that the client is not prepared to undertake the necessary physical effort required for this type of cycling trip. In such cases, you shall not be entitled to any compensation.

TERMINATION OF THE CONTRACT PRIOR TO THE START OF THE TRIP AT THE TRAVELER'S REQUEST

This contract is subject to special cancellation conditions which you are aware of and accept. You may terminate the contract before the start of the trip by providing express notification.

Upon receipt of this notification, you will be provided with a justification for your settlement within a reasonable period, for which you hereby authorize the organizing agency and retailer to deduct the amount corresponding to the following penalties, cancellation, and administration fees from the amounts paid and due for reimbursement:

More than 30 days prior: The amount payable shall be the reservation management fees, 20% of the total amount, or the amount already paid.

Between 30 and 15 days prior: The amount payable shall be 50% of the total trip price.

Less than 14 days prior or after the trip has commenced: The amount payable shall be 100% of the total trip price.

Therefore, we recommend contracting travel, assistance, liability, and cancellation insurance (please consult conditions). The insurance premium is non-refundable once contracted, in the event of cancellation or modification.

Changes to dates, accommodation, and other trip services that the client wishes to make after the booking may result in an increase in the trip price, although Kolotrip will do its best to manage the changes as economically as possible.

Likewise, in the event that the client fails to show up at the meeting point or arrives late, there will be no compensation or refund.

TERMINATION OF THE CONTRACT PRIOR TO THE START OF THE TRIP AT THE TRAVELER'S REQUEST DUE TO MODIFICATION OF ESSENTIAL CONTRACTUAL ELEMENTS

If, prior to the start of the trip, the organizer finds it necessary to substantially modify some of the main characteristics of the trip services, or is unable to fulfill specific special requests that were included and accepted, or proposes to increase the trip price by more than 8% for any reason, you may, within a period not exceeding forty-eight (48) hours (or, where applicable, up to the trip start date), either accept the proposed change or terminate the contract without penalty.

If you opt to terminate the travel contract, you may accept a new substitute package trip if the organizer can propose one of equivalent or superior quality. If the quality is inferior, you will be informed of the consequent price reduction that will occur.

If you fail to notify your decision within the specified period after receiving the complete information regarding the modification, you will be deemed to have opted to terminate the contract without any penalty.

When the cancellation or modification of the trip is due to force majeure reasons (understood as circumstances beyond the control of the party invoking them, which are abnormal and unpredictable, and whose consequences could not have been avoided despite having acted with due diligence), the 20% administration fee will not be refunded.

6. INFORMATION AND DOCUMENTATION RECEIVED ON A PRE-CONTRACTUAL BASIS

Prior to booking confirmation, the client will receive a copy of the Package Travel Contract to review carefully and address any questions they may have. They will also have access to all relevant travel

information, including the main features and essential details of the package tour described in this contract.

6.1.- Email confirming payment of the advance for the reservation

Once the company receives the booking request (with the signed package travel contract and the deposit payment), it will send an email to the client confirming receipt and requesting the signature of the required contracts. Within 48-72 hours, the company will then confirm availability with the accommodations and other service providers to guarantee the booking.

6.2.- Package Travel Contract

This is a document with details of the trip to be booked, such as the itinerary, names of accommodations, included services, basic information of the participants, and other conditions.

6.3 - Email confirming the reservation

Once all the services of the trip to be contracted have been confirmed, the contract for the package tour has been signed and the corresponding payment has been made, the company will send the client by email the final confirmation of the reservation which must be carried at the beginning of the trip as proof of booking.

6.4.- Assistance, illness and cancellation insurance policy.

The company recommends purchasing travel insurance with specific coverage for bicycle trips.

The option to purchase travel, health, cancellation, and liability insurance is available. The customer must explicitly indicate whether or not they wish to purchase this insurance.

If the customer purchases the offered insurance, they are informed that they must contact the insurer directly if needed. If the insurance has not been purchased, the customer will assume all responsibility.

In cases where the trip includes default insurance, it will not be necessary to expressly indicate that you want to purchase insurance.

6.5.- Certificate of financial guarantee from the agency in case of insolvency and repatriation.

Cycling Ventures SL has a bankruptcy protection guarantee with AXA SEGUROS GENERALES, SA, policy number 70545932. Contact information is as follows: aperturas.empresas@axa.es – 91.111.95.44.

This guarantee forms an inseparable part of the Package Travel Contract as a guarantor of the insolvency and repatriation insurance of the organizing and/or retail travel agencies.

If the organizer or retailer becomes insolvent before the start of the trip, you will be refunded any payments you have made. If insolvency occurs after the trip has started, and the trip includes transportation, repatriation of travelers is guaranteed.

7. REGARDING THE USE OF THE BICYCLE:

In Spain, helmet use is mandatory, and the company recommends its use at all times. Failure to comply with this rule is the customer's sole responsibility. The company will not accept any liability in the event of an accident, fine, or any other reason.

The client understands the risks involved in using a bicycle and accepts that they have the technical and physical capacity to complete the offered bicycle tour. The client releases the company from any liability for any circumstance caused by a lack of preparation or technical and/or physical capacity.

When renting a bicycle, a deposit and/or a specific rental agreement may be required. If the bicycle is damaged or requires repair due to customer misuse, the customer will be responsible for the repair costs.

In the event of theft of the bicycle or any of its components, the customer will be responsible for the payment of the replacement of the component or the complete bicycle.

By booking a cycling trip, the company assumes that all participants are fit to cycle, have no medical conditions, and are accustomed to this type of activity. Travelers accept the inherent risks of cycling, and therefore the company will not accept claims for accidents, injuries, inadequate physical preparation, lack of knowledge regarding route or map interpretation, etc.

Similarly, participants decline to transfer to the travel agency any responsibility for what may occur during the trip due to lack of preparation (physical or technical), training of the participants, what happened due to going off the route or incidents with third parties.

8. Traveler assistance

The tour operator and the travel agency must provide appropriate assistance without undue delay to travelers in difficulty, especially in cases of extraordinary and unavoidable circumstances. This assistance includes providing relevant information about nearby repair shops, healthcare facilities, local authorities, and consular assistance. Every effort will be made to help travelers remotely find alternative travel arrangements or resolve issues that may arise during the trip. The agency may charge a reasonable surcharge for this assistance if the difficulty resulted from the traveler's intentional actions or negligence. This surcharge will not, under any circumstances, exceed the agency's actual costs.

Furthermore, the organizer and the retailer are jointly and severally liable to the traveler for the proper performance of the package travel contract. The party liable to the traveler has the right of recourse against the operator responsible for the breach or defective performance of the contract, based on their respective areas of responsibility for managing the package travel. The statute of limitations for legal actions arising from the package travel contract is two years.

9. Protection of personal data

In compliance with Organic Law 15/1999 of December 13, on the Protection of Personal Data, kolotrip.com provides Users with an email address hola@kolotrip.com. You may exercise your rights of access, rectification, cancellation, or objection at any time. Personal data collected through kolotrip.com will be used exclusively for the purpose for which it is requested.

Under the same Law, the User is informed and gives their consent to the inclusion of their data in the existing files in Kolotrip and to the processing thereof, for the following purposes:

- Accounting, tax and administrative customer management.
- Contracting products or services from the Website may involve sharing information with Service Provider companies such as hotels, bike rentals, guides, etc.
- Insurance services
- E-commerce, advertising and market research

Under no circumstances will Kolotrip transfer customer data to third-party companies unrelated to the contracted services.

The User must provide Kolotrip with the necessary personal data required for the reservation of any product or service on the Website.

The User undertakes and is responsible for their own data and any data they include from third parties and provided through this Website, confirming that they have the authorization of the third parties to provide it, that they have read and accepted the Website Terms and Conditions and, where applicable, the terms and conditions for contracting the products or services in question, that the data is true, accurate, complete, and correct, and that the User's name exactly matches the name on their passport or national identity document. Kolotrip is not responsible for any breaches of these terms by the User. The User who provides data to Kolotrip by any means is solely responsible for its accuracy.

It is the User's responsibility to report incorrect data, as well as to provide Kolotrip with the corrections.

10. Limits to compensation.

Kolotrip declines all responsibility for personal injury, accidents, illnesses contracted en route, death, as well as theft, loss, damage, or total loss of luggage. Kolotrip declines all responsibility for the condition of roads and highways on cycling trips. Cyclists must ride responsibly, respecting traffic laws and at their own risk.

When a User books a Kolotrip bike trip, it is understood that all cyclists participating in the trip are fit to undertake the cycling routes and have no medical impediments. Travelers assume the inherent risks of cycling trips, and therefore Kolotrip will not accept claims for accidents, injuries, inadequate physical preparation, etc., of any kind.

Travelers booking a cycling trip must have travel insurance with the necessary coverage for this type of trip. During the booking process, you will need to explicitly indicate whether you wish to purchase the offered insurance. If you do not purchase insurance, Kolotrip will assume that you have accident insurance.

Applicable law and jurisdiction

Applicable Law. Any contractual relationships that Users establish with Kolotrip, if any, will be governed by and interpreted in accordance with Spanish common law.

Jurisdiction. The Parties, expressly waiving any other jurisdiction that may correspond to them under the law, expressly submit to the jurisdiction of the Courts and Tribunals of Valencia, the resolution of any controversy or claim that may arise with respect to the interpretation or execution of the Contract, including those related to non-contractual obligations arising from or related to it.