

Booking Conditions

Clause 1. Your Agreement

1. By registering you are certifying that you have the authority to accept these terms and conditions.
2. The booking can be made orally, in writing, by phone, or electronically (e.g. by e-mail, over the Internet) and the agreement shall come into effect upon our confirmation of your registration.
3. You must satisfy all the conditions applicable for participating in the cycling vacation as describe on the Website, otherwise you can be totally or partially excluded from activities. In this case, you will not be refunded neither compensated for damages.
4. The agreement is subject to these terms and conditions and shall be governed by Spanish law.

Clause 2. Payment

1. Upon concluding the agreement, a registration fee of €180.00 per person and per vacation week commenced shall become payable. For multi-stage tours this registration fee shall be of €500.00. This payment must arrive in our account within 10 days of receiving our confirmation. The remaining balance of the cycling vacation shall become due on the day of your arrival at Canigou Cycling S.L. and is to be paid in cash, by credit card or bank transfer. In the case of payment by transfer, the balance due must arrive in our account by the day of your arrival at the latest.
2. The euro price specified in the agreement is guaranteed.
3. After concluding the contract, it will only be possible to revise the price upward or downward to allow for variations in dues, taxes or fees chargeable for certain services (e.g. VAT) proportionally. However, the revision will only be allowed until 20 days before starting your cycling vacation.

Clause 3. Changing Your Order

If, after having received our confirmation, you wish to alter a significant feature of the service (e.g. the date of the cycling vacation, the hotel), we shall endeavour to fulfill your wishes, but please note that this will not always be possible. You must notify us on a durable medium (e.g. in writing or by using e-mail) of all requests for changes without delay. If the change is possible, we may ask for a reimbursement of expenses of €40.00.

Clause 4. Transfer of a booking

You can transfer your booking to another person up until 15 days before the start of the cycling vacation. You are obliged to inform us of this change on a durable medium. The substitute person must meet the requirements associated with participation in the tour, in particular the physical requirements of the program. Both the substitute and the transferor shall be jointly and severally responsible to us for paying the outstanding balance of the vacation and resulting additional costs.

Clause 5. Cancellation

1. You shall have a period of 14 days from the day of the conclusion of the contract and, where appropriate, until the starting date of the cycling vacation with Canigou Cycling S.L., to cancel without giving reasons.
2. You shall inform us of this decision to withdraw on a durable medium either in a statement addressed to the company in your own words or using the standard withdrawal form on the website. We will acknowledge the receipt of your withdrawal without delay.
3. The exercise of the right of withdrawal shall terminate the obligations of the parties to perform the contract. Canigou Cycling S.L. shall reimburse any payment received from you within 30 days from the day on which the communication of withdrawal is received.
4. You shall bear no cost for activity performed by Canigou Cycling S.L. during the withdrawal period of 14 days. After this, a cancellation fee of €40 is required.
5. The withdrawing consumer is required to pay a penalty of 5% of the total price of the services if cancellation occurs more than 10 and less than 15 days before starting the cycling vacation; of 15% between 10 and 2 days; and 25% within 48 hours before, except in the case of force majeure.
6. The total price of the services will be payable in a case of no-show or where a right to withdraw is not exercised by notice to Canigou Cycling S.L..

Clause 6. Significant Changes and Cancellation by Canigou Cycling S.L.

1. If Canigou Cycling S.L. finds that, before starting the cycling vacation, it is forced to significantly alter any of the essential terms, such as the price, it shall notify you as quickly as possible in order to enable you to take appropriate decisions and in particular: a) either to withdraw from the contract without penalty; or b) to accept a rider to the contract specifying the alterations made and their impact on the price. You shall inform Canigou Cycling S.L. of your decision within 3 days after being informed of the alteration. If you do not inform us as indicated, it will be assumed that you are exercising your right to withdraw from the contract.
2. If you withdraw from the contract because Canigou Cycling S.L. finds that before departure it is forced to significantly alter the terms, or if, for whatever cause, other than the fault of the consumer, Canigou Cycling S.L. cancels before starting the cycling vacation, you shall be entitled to either: a) require the company to replace the services, free of charge, unless this is impossible or disproportionate. To this extent any replacement shall be completed within a reasonable time and without any significant inconvenience to you, taking account of the purpose for which the services were required; or b) be repaid as soon as possible, and in any case within 7 days, all sums paid by you under the contract, starting from the moment when the termination of contract was communicated to Canigou Cycling S.L.. You shall be offered the reimbursement in cash or by bank transfer. Canigou Cycling S.L. will retain no money paid by you, not even for expenses incurred. Whatever your choice, Canigou Cycling S.L. is required to pay you a penalty for an amount equivalent to 5% of the price of contracted services if the company cancels between 2 months and 15 days prior to starting the cycling vacation, 10 % of the price if it cancels between 14 and 3 days before, or 25% if the cancellation is less than 48 hours in advance, except where the package is cancelled because the minimum number of participants has not been reached or due to a case of *force majeure*.
3. Where, after starting the cycling vacation, a significant proportion of the services contracted for is not provided or Canigou Cycling S.L. perceives that it will be unable to procure a significant proportion of the services to be provided, the company shall make suitable alternative arrangements, at no extra cost to you, for the continuation of the cycling vacation, and where appropriate compensate you for the difference between the services offered and those supplied. If it is impossible to make such arrangements or these are not accepted by you for good reasons, Canigou Cycling S.L. shall, where appropriate, provide you, at no extra cost, with equivalent transport back to the place of departure, or to another return-point which has been agreed on and shall, where appropriate, compensate you.
4. For the purposes of this clause, you shall be given an individual notice, as soon as possible, in textual form on a durable medium, stating your options, including the right to reimbursement. The period for the choice between termination and replacement will not commence until the notice form is provided and, regardless of this, it will lapse one year from the time of the conclusion of the contract.

Clause 7. Liability

1. Canigou Cycling S.L. will be liable to you for the proper performance of the contract, irrespective of whether such obligations are to be performed by this party or by other suppliers of services.
2. Canigou Cycling S.L. is liable to you, unless the failure or the improper performance is because: a) the failures which occur in the performance of the contract are attributable to you; b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; c) such failures are due to a case of force majeure; or d) an event which Canigou Cycling S.L. or the supplier of services, even with all due care, could not foresee or forestall. In particular, Canigou Cycling S.L. does not accept liability in cases of theft or loss of your property, including cash, luggage, photographic equipment, bicycle or bicycle parts or other personal belongings, where it is attributable to you. In addition, you undertake your sport at your own risk, so that Canigou Cycling S.L. does not accept any liability for accidents during the course of cycling where you do not observe the instructions given by the company (e.g. to wear a helmet on all cycle tours is mandatory and holding onto the escort vehicle while it is moving is strictly prohibited) or you do not observe the road traffic regulations. This also applies if you participate in a tour that is guided by us by means of GPS, an accompanying person or escort vehicle.
3. Where services are not governed by international conventions: a) compensation of Canigou Cycling S.L. for special damages / material damages will be limited to up to three times the price of services. This limit also applies for non-pecuniary damages not resulting from personal injuries (e.g. damages for loss of holidays); b) compensation for loss, destruction or damage to baggage will be limited to up to €350. Canigou Cycling S.L. shall not be entitled to avail itself of the provisions of this paragraph, if the damage is caused by its wilful misconduct or with recklessness and knowingly that such damages would probably occur.
4. Liability rules of the previous paragraphs will not be applicable to services not included in the cycling vacation, such as excursions, attendance to sports or cultural events, visits to exhibitions or museums, or other similar activities, provided that they do not form part of the total price of the services and they are contracted as optional on the occasion of or during the cycling vacation. In these cases, Canigou Cycling S.L. shall inform you about the optional character of the service and that the service does not form part of the cycling vacation. Where Canigou Cycling S.L. participates in concluding the contract for providing such services, where appropriate, the company will be held liable in accordance with specific rules of that contract.

Clause 8. Assistance

1. Where failures in the performance of the contract occur, Canigou Cycling S.L., although being exonerated from liability, will give prompt assistance to you in difficulty. In the event of injury, illness or death during the vacation, whose cause is related to an activity that is not part of the cycling vacation (e.g. an excursion arranged by us), the company shall provide advice, help and support at its discretion. Costs of the assistance will be limited to a maximum of €200.00.
2. The duty to give the prompt assistance provided in the previous paragraph will be excluded where the failures are attributable exclusively to your wilful misconduct or negligence.
3. There is no duty to provide assistance if you fail to communicate a problem to Canigou Cycling S.L. and the company does not have an opportunity to take action to put matters rights.

Clause 9. Insolvency

So as to provide sufficient security for the refund of money paid and for repatriation in the event of insolvency by Canigou Cycling S.L., the company has taken out insurance with an insurer authorised in Spain. Under the insurance, the insurer agrees to indemnify in these cases, in accordance with Catalan Travel Agents Regulations. The insurance will be in force during the cycling vacation and is required to be licensed as a travel agent. This insolvency system is equivalent to insolvency systems which are in place in other EU member States (e.g. Sicherungsschein in German).

Clause 10. Complaints

1. Should you have a complaint, please inform Canigou Cycling S.L. as soon as possible during your cycling vacation. The company will endeavor to resolve the complaint. If your complaint is not remedied, you should address your complaint to the customer service department of Canigou Cycling S.L., at the telephone number +34 637 424, by e-mail info@canigou-cycling.com, or in writing at the following address: C/ Raval, 33, E-17256 Pals (Girona), on a durable medium and with a maximum time limit of 20 days, starting from the date on which cycling vacation should have ended.
2. Your complaint will be answered on a durable medium in 20 days by Canigou Cycling S.L. Where the complaint is not resolved, arbitration for consumers or judicial proceedings will be also available for you.

Clause 11. Arbitration

Conflicts arising from or in connection with this agreement that cannot be amicably resolved can be put before arbitration based on law by you, in accordance with proceedings of the Junta Arbitral de Consum de Catalunya (JACC). This arbitration scheme offers a quick, simple and cost-effective way of solving a dispute and it produces a binding and definitive decision. Details are available on request, but can also be viewed on the homepage of *Junta Arbitral de Consumo* (www.consum.cat/qui_som/junta_arbitral/). These proceedings do not apply where the amounts in dispute are lower than €500.00 or exceed €5,000.00 per person and equally they do not apply to legal action dealing with physical injury.

Clause 12. Jurisdiction

1. Beyond an arbitration scheme, jurisdiction for legal action against Canigou Cycling S.L. is also possible and, where appropriate, it shall be in the courts of Girona (Spain), where the company is domiciled, or in the courts of the place where you are domiciled. As for consumers domiciled in non-Member States, where appropriate, jurisdiction for legal action will also be Girona.
2. No legal action against Canigou Cycling S.L. resulting from this contract will be taken after the end of the period of 2 years beginning from the date on which the cycling vacation should have ended.

These Terms & Conditions are subject to copyright: Dr. Josep M. Bech Serrat, Girona, Spain (jmbach.advocat@gmail.com). © 2010.