

## TERMS AND CONDITIONS - Velolake srls

### 1. INTERPRETATION

- 1.1. In these terms and conditions (the "Terms") "we/us" means Velolake srls, a company incorporated in Italy (registered number IT02492640228) and having its registered office at Via delle Busatte,24 – Torbole sul Garda, operational office in Via Matteotti n.85.
- 1.2. "Website" means the website [www.veloake.com](http://www.veloake.com) and "you" means the person placing the order with us for the supply of the Services. "Services" means the services provided to you by us as set out in the Booking Form and confirmed in the Booking Confirmation (as defined below).
- 1.3. The Terms together with the Booking Confirmation (as defined below) constitute the entire agreement between you and us for the supply of the Services (the "Contract").

### 2. BASIS OF SALE

- 2.1. Please check that the details in the Contract are complete and accurate before you commit yourself to the Contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as **we do not accept responsibility for statements and representations made verbally by our authorised employees and agents.**
- 2.2. Please ensure that you read and understand these Terms before you submit the booking form on the Website with specific details of your Booking because you will be bound by the Terms once the Contract comes into existence between us, in accordance with clause 2.6.
- 2.3 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues, brochures or Website, are issued or published solely to provide you with an approximate idea of the services they describe. They do not form part of the Contract between you and us or any other contract between you and us for the supply of the Services.
- 2.3. If any of these Terms is inconsistent with any term contained in the Booking Form, the Booking Form shall prevail.
- 2.4. The order for the Services (the "Booking") is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 2.5. These Terms shall become binding on you and us when we issue you with written (which includes email) acceptance of the Booking (the "BookingConfirmation").
- 2.6. Any quotation for the Services is given on the basis that the Contract shall only come into existence in accordance with clause 2.6. A quotation from us shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.
- 2.7. We shall assign an order number to the Booking and inform you of it in the Booking Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Booking.
- 2.8. We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

### 3. QUALITY OF SERVICES

- 3.1. Unless we are prevented from doing so by a Force Majeure Event (as defined below), we will provide Services which:

- 3.2. Conform in all material respects with their description;
- 3.3. Are carried out with reasonable care and skill;
- 3.4. Comply with all applicable statutory and regulatory requirements for supplying the Services.
- 3.5. This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms.
- 3.6. These Terms apply to any replacement Services we supply to you.
- 3.7. You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services. For the avoidance of doubt, this includes but is not limited to, any requirements and/or assistance with any disability.
- 3.8. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, at our sole discretion, we may cancel your Booking by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 3.9. Should you be arranging your own travel, you must ensure that you arrive at the correct time and place for the Services to be carried out by us.
- 3.10. We only supply the Services for private use, and you agree not to use the Services for any commercial purpose. If needed please inform our representative or email us: [office@velolake.com](mailto:office@velolake.com).
- 3.11. For the duration of the performance of the Services:
- 3.12. Velolake srls recommend that you take out sufficient insurance for personal liability and injury because of the high degree of risk associated with mountain biking activities. You should contact a reputable insurer or broker: and conduct yourself in an orderly fashion, not disrupt the enjoyment of others, have respect for your surrounding environment and adhere to all codes of conduct (or similar policies) that may be notified to you from time to time.

#### 4. PROVISION OF SERVICES

- 4.1. The Services will be supplied for the period of time set out in the Booking Confirmation or until otherwise terminated in accordance with these Terms.
- 4.2. **We will make every effort to deliver the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.**
- 4.3. In the event that we have to suspend all or part of the Services we will let you know in advance, unless the problem is urgent or an emergency.
- 4.4. The Services will be supplied in accordance with the Booking Confirmation. However, we reserve the right to change the Ticket booked or location set out in the Booking Confirmation to that of a similar standard. In such event occurring, we will notify you in writing of the change.

#### 5. PRICE AND PAYMENT

- 5.1. The price for the Services will be confirmed in the Confirmation Order.
- 5.2. Our prices include VAT where VAT is required. However, if the rate of VAT changes between the date the Confirmation Order is dated (the "Start Date") and the date of delivery of the Services (the "Delivery Date"), we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 5.3. Subject to clauses 6.4 and 6.5, payment for the Services is payable by you to us as follows:
  - 5.3.1. 100% of the total amount payable when the Booking Form is submitted (the "Payment").
- 5.4. The payment methods we accept and our prices are set out on the Website and may vary from time to time.

5.5. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Booking until you have paid the outstanding amounts.

5.5.1. Clauses 5.5 shall not apply for the period of any dispute you may have with payment, if such dispute is in good faith and let us know promptly.

## 6. REFUND/CANCELLATION POLICY

6.1. Subject to clause 5.3.1, in the unlikely event that the Services do not conform with the Contract, please let us know as soon as possible and if we agree we will, at our sole discretion:

6.1.1. Provide you with a full or partial refund, date change or name change depending on what is reasonable;

6.1.2. Re-perform the Services;

6.1.3. Offer a reasonable alternative to that which is set out on the Booking Confirmation.

6.2. For the avoidance of doubt, clause 6.1 shall apply in the event that we cancel the Booking.

6.3. Any Booking you cancel with us must be notified to us in writing ("Cancellation Notice"). The refund payable to you or change of booking shall be based upon the amount of notice you give us and is as follows:

6.3.1. Booking changes made 14 or more days in advance of the booked service day can be transferred to another date within 6 months of original booking date, or name change to another participant with details provided in full can be made for an administration charge of € 5;

6.3.2. Refunds requested 7 or more days in advance of the booked service day will incur a cancellation charge of 35% per person per day;

6.3.3. Booking changes made less than 14 days but more than 7 days in advance of the booked service day can be transferred to another date within 6 months of the original booking, or changed to another participants name (subject to availability) for an administration fee of 35% per person. Season pass booking changes can be moved to another day within the pass period for a charge of € 7, but cannot be extended into another year;

6.3.4. No refunds will be possible for bookings cancelled less than 72 hours before the booked service day. This also applies to no shows for the booked service;

6.3.5. Rider changes require you the person on the booking confirmation to inform us which rider is being changed and the full name of the replacement in writing to [office@velolake.com](mailto:office@velolake.com). Please also ensure that the replacement rider has completed the Acceptance of Risk prior to arriving and forwarded that to [office@velolake.com](mailto:office@velolake.com) or handed in to location team prior to join the service;

6.3.6. Gift vouchers are non refundable after 14 days from purchase. Cancellations made within 14 days are subject to a 25% administration fee. Once a gift voucher has been used in part or in full it is no longer refundable. Gift vouchers expire 12 Months from purchase date;

6.3.7. in the event a season pass holder requires to cancel.

6.4. These Terms will apply to any replacement Services we supply to you.

6.5. In the event that you breach any term of the Contract, we, at our sole discretion, may cancel the Booking. Should this occur:

6.5.1. you shall not be entitled to a refund of any monies you have paid; and

6.5.2. you shall be invoiced by us, acting reasonably, for all costs we have incurred in connection with your Booking.

6.6. Any amendment to your Booking must be received by us in writing at least 7 days before the service day and charges will apply if you need to change your Booking. Whilst we shall

endeavor to accommodate any change to your Booking we accept no liability for being unable to do so.

- 6.6.1. We will charge for any additional services, facilities or other items changed. In addition we will also charge an administration fee of € 10 (plus VAT) per person. If the changed arrangements are more expensive than those originally ordered, you must also pay the price difference. If the change reduces the total cost of the original booking and you provide reasonable notice of such change to us, at our sole discretion, we may refund the difference or a proportion of the difference.
- 6.7. Velolake require a minimum number of riders booked in order to run the service (between 4-5 pax depending by distance), except for dedicated or private service, we reserve the right to cancel if the minimum number is not reached. A full refund or a transfer to another date would be offered in such circumstances.

## **7. LIMITATION OF LIABILITY**

- 7.1. Subject to Clause 7.2, we shall not be under any liability (whether or not damage or loss is direct, indirect, consequential, foreseeable, known or otherwise) for loss you suffer in connection with this Contract.
- 7.2. Nothing in the Contract limits in any way our liability for:
  - 7.2.1. Death or personal injury caused by our negligence;
  - 7.2.2. Fraud or fraudulent misrepresentation;
- 7.3. All participants to "experience tours" must sign an acceptance of risk statement prior to participation of the service. This acceptance of risk will cover without exception;
  - 7.3.1. You accept that mountain biking is a potentially hazardous activity;
  - 7.3.2. You understand that it can be physically demanding and that there is a risk of injury and death;
  - 7.3.3. You understand that wearing a helmet is compulsory;
  - 7.3.4. You agree to abide by the Velolake rules and safety code;
  - 7.3.5. You agree to ensure my equipment is fit for purpose.
- 7.4. In the unlikely event of an accident, or loss or damage of my personal effects, you accept that the company will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activities (except for death or personal injury caused by the company's negligence);
- 7.5. You certify to the best of my knowledge I do not have a medical condition which might have the effect of making it more likely that I be involved in an incident which could result in injury to myself or others.
- 7.6. Velolake assumes no responsibility for damage resulting from scratches, dents or any other defect visible on the customer's bicycle. The customer must adequately protect his bicycle in order to avoid any contact with the trailer frame and / or other bicycles.

## **8. BEHAVIOUR AND RESPONSIBILITIES**

- 8.1. Guests must have a valid lift ticket on their person at all times. Guests may encounter ticket checking at any point on the bus. all participants are expected to behave decently and in such a manner as to not harm the reputation of Velolake or injure other service participants.
- 8.2. Participants must follow the ride code to ensure you and others have a safe and fun ride.
- 8.3. Velolake reserve the right to exclude riders from the service if the ride code is breached.
  - 8.3.1. Ride to your ability – pay attention to grading of trails and ensure that you are competent to ride them.
  - 8.3.2. It is the rider's responsibility to ensure their equipment is fit for purpose.
  - 8.3.3. Velolake has a zero tolerance policy to illegal substances, if you appear to be under the influence of alcohol or drugs, you will not be permitted to ride.
  - 8.3.4.

- 8.4. The company does not accept responsibility and is not liable for any negligent acts or defaults of any supplier including suppliers of bike rental equipment, and assistance provided to participants in respect of the setting up bike suspensions, or any other person should you suffer any injury as a result of or in connection with mountain biking on the trails.
- 8.5. Every rider must sign a disclaimer prior to taking part in the service "Trail Experience". Those aged under 18 must have signed consent from a parent or guardian aged over 18. Those under 16 must be accompanied by parent or guardian and parent or guardian must stay on site for the duration of the service day.
- 8.6. Velolake reserves the right to remove any participant from all aspects of the service if we feel a client is behaving in an unacceptable manner. The company will not be responsible for any costs the client incurs due to being removed from the service. No refund will be given if you are removed from the service due to your behaviour.
- 8.7. All your property is your own responsibility. You may be able to make a claim if the loss suffered is covered under the terms of your insurance policy.
- 8.8. When booking an Veolake ticket please be honest about your level of riding ability. We rely on your assessment of your fitness and standard of ability. If your ability is vastly different from what you have told us, or below the minimum ability level necessary for riding the trails Velolake are not responsible for delivering trail assistance.

## **9. MEDICAL**

- 9.1. You are responsible for telling the company of any medical condition that could have any affect on your performance on the service and any pre existing medical problems/conditions.
- 9.2. Subject to 9.1 above, any medical information you submit to the company will be held in the strictest confidence and the company will abide by obligations under the Data Protection Act and associated legislation.

## **10. OTHER SUPPLIERS**

- 10.1. You must acknowledge that the series you participate in are inherently risky. Velolake does not accept responsibility and is not liable for any negligent acts or defaults of any supplier or any other person, company or corporation not directly under its control.
- 10.2. Some suppliers may request that you sign a release of liability. If you refuse to sign this, you will be excluded from that activity and no refund will be issued.
- 10.3. Velolake reserves the option to collaborate with third party, suppliers and sub-supplier.

## **11. COMPLAINTS**

- 11.1. Any complaints or suggestions about the service should be made to the Velolake representative on location and every effort will be made to reach an amicable solution.
- 11.2. If an amicable solution cannot be agreed, you should complain in writing or by email, within 14 days of the service ending, to the Velolake office or by email to [office@velolake.com](mailto:office@velolake.com)

## **12. EVENTS OUTSIDE OUR CONTROL**

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event").
- 12.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
  - 12.2.1. Strikes, lock-outs or other industrial action;
  - 12.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 12.2.3. Fire, explosion, storm, flood, snow, extreme high winds, earthquake, subsidence, epidemic or other natural disaster; or

- 12.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 12.2.5. Impossibility of the use of public or private telecommunications networks.
- 12.3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

### **13. ASSIGNATION**

- 13.1. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

### **14. NOTICES**

- 14.1. All notices sent by you to us must be sent to us at Velolake operational office ( Via G.Matteotti n85, Torbole, TN). We may give notice to you at either the e-mail or postal address you provide to us in the Booking Form. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

### **15. DATA PROTECTION**

- 15.1. We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 15.2. You acknowledge and agree that we may use this information for our scopes.

### **16. ACCEPTANCE OF RISKS**

- 16.1. Participation in the service will not be permitted without a completed acceptance of risk statement.
  - 16.1.1. I accept that mountain biking is a potentially hazardous activity;
  - 16.1.2. I understand that it can be physically demanding and that there is a risk of injury and death;
  - 16.1.3. I understand that wearing a helmet is compulsory;
  - 16.1.4. I agree to abide by the service rules and safety code.
  - 16.1.5. I agree to ensure my equipment is fit for purpose.
- 16.2. In the unlikely event of an accident, or loss or damage of my personal effects, I accept that the company will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activities (except for death or personal injury caused by the company's negligence).
- 16.3. I certify to the best of my knowledge I do not have a medical condition which might have the effect of making it more likely that I be involved in an incident which could result in injury to myself or others.

### **17. GENERAL**

- 17.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 17.2. These Terms shall be governed by Italian laws and you and controversy will be settled through the competent court of Trento.

