

# CaMi-Bike Terms of Service, Rental and Participation Conditions

## I. Terms of Service and Conditions of Use

### 1. Terms

By accessing the web sites [www.camibike.com](http://www.camibike.com), you are agreeing to be bound by these web site Terms and Conditions of Service and Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you may not use or access this site. The materials contained in this web site are protected by applicable copyright and trade mark law. If you book a cycling holiday, book a rental bike or a mountain bike tour with CaMi-Bike/Roxybike SL, you agree to our Participation and Rental Conditions below.

### 2. Use License

a. Permission is granted to temporarily download one copy of the materials (information) on CaMi-Bike's web site for personal, **non-commercial** transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- i. modify or copy the materials;
- ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- iii. remove any copyright or other proprietary notations from the materials; or
- iv. transfer the materials to another person or "mirror" the materials on any other server or site.

b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by CaMi-Bike at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

### 3. Disclaimer

a. The materials on CaMi-Bike's web site are provided "as is". CaMi-Bike makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, CaMi-Bike does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its web site or otherwise relating to such materials or on any sites linked to this site.

### 4. Limitations

In no event shall CaMi-Bike or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on CaMi-Bike's web site, even if CaMi-Bike or a CaMi-Bike authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you. CaMi-Bike TOS, Rental and Participation Conditions

## 5. Revisions and Errata

The materials appearing on CaMi-Bike's web site could include technical, typographical, or photographic errors. Roxybike does not warrant that any of the materials on its web site are accurate, complete, or current. CaMi-Bike may make changes to the materials contained on its web site at any time without notice. CaMi-Bike does not, however, make any commitment to update the materials.

## 6. Links

CaMi-Bike has not reviewed all of the sites linked to its web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by CaMi-Bike of the site. Use of any such linked web site is at the user's own risk.

## 7. Site Terms of Use Modifications

CaMi-Bike may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## 8. Governing Law

Any claim relating to CaMi-Bike's web site shall be governed by the Spanish law (Mallorca) without regard to its conflict of law provisions.

# II. Participation Conditions

1. By booking a tour with CaMi-Bike, you agree to be healthy, fit and trained to participate in a technically demanding mountain bike tour of the elected level and have sufficient bike experience to ride the technical terrain described in our tour details. You agree to either bring suitable clothing, gear and materials (full-suspension bike, helmet, bike shoes) or to reserve and rent these materials from us.
2. The guide has the right to disqualify you (the participator) from the tour, either at the beginning or during the tour, if he/she believes you do not meet the participation conditions. Should this occur, the price of the tour shall not be refunded.
3. The wearing of a suitable helmet is obligatory during the entire tour. The wearing of gloves is recommended.
4. Generally, every participator bikes at his/her own risk and acknowledges the risks of off-road biking, including the risk of serious injury and even death. CaMi-Bike assumes no responsibility for any injuries or the result of these occurring on the way to, during or after our tours. Each participator is responsible for procuring a suitable liability and health insurance, which includes the usage of a mountain bike.
5. The participator agrees to Spanish traffic regulations in Mallorca and is responsible to bike according to these. CaMi-Bike TOS, Rental and Participation Conditions
6. CaMi-Bike assumes no responsibility for minors and the participation of under-age persons is only allowed if accompanied by an adult. All guided tours are only for riders of age 17 or older.
7. You are not allowed to listen to music (iPod, walkman etc.) during the tour.
8. Biking freehand is prohibited.
9. CaMi-Bike's guides will take photos of the group and its bikers during our tours. By taking part in our tours you agree that these photos may be published on our website or in other marketing material.

10. It is prohibited to consume alcohol during our tours and alcoholised bikers will be disqualified from the tour.
11. You agree to keep a safety distance to the biker/car/vehicle/person in front of you.
12. You agree to bike according to your skills and bike responsibly and to not overestimate yourself.
13. By participating in one or more of our tours, demands for damages arising from injuries or death during our tours shall be precluded. You have no right to claim damages or losses. You are fully aware of the dangers of mountain biking.
14. Recording GPS-Data of CaMi-Bike's guided tours (Strava, Komoot, Runtastic etc.) is strictly prohibited.
15. If you should damage the rental bike or its parts during the tour, you shall assume all financial liability to repair or replace parts or the entire bike, as stated in the rental conditions.
16. You agree to inform the guide if you have any serious illnesses or prior injuries which might be relevant to the tour if an emergency occurs.

### III. Travel Conditions

1. The travel contract between you and CaMi-Bike becomes binding, as soon as CaMi-Bike receives your booking. You may book personally, via telephone, internet, our contact form, or by sending us an email. As of this moment, all rights and responsibilities (also regarding payment and cancellation policy) are binding for you and all fellow travellers named in the booking. CaMi-Bike's TOS, Rental, Travel and Participation Conditions apply to all travellers mentioned in the booking.
2. Your registration to one or several of our tours or booking of a bike states your interest in placing a confirmed reservation. It is now CaMi-Bike's decision to accept or decline this offer. The booking becomes binding upon all parties, as soon as you receive the booking confirmation via email, phone call, booking voucher at the shop or the automated confirmation on our booking site.
3. Upon receiving the booking confirmation sent, told or given to you by CaMi-Bike/Roxybike, you are bound to pay the amount stated. CaMi-Bike TOS, Rental and Participation Conditions apply.
4. Payment conditions are listed exactly in the booking confirmation sent to you via email by Roxybike/CamiBike.
5. Minimum number of participants: The tour(s) you booked will only take place, if the minimum number of participants of 3 persons has been reached. If this number is not reached, we have the right to cancel the travel contract up until the same day of the tour, without offering a substitute program or tour. In this case, you will receive the full refund of previously paid instalments. Upon fulfilment of this payment all claims shall be deemed settled.
6. **Cancellation and Cancellation Fees:** You may at all times change or cancel your booking (rental bike/tour/coaching, etc) at Roxybike/CaMi-Bike. The cost of such changes or cancellations is:

From booking until the 30<sup>th</sup> day prior to travel begin or tour date: 20% of total tour/coaching or rental price.

29<sup>th</sup> until 22<sup>nd</sup> day prior to travel begin or tour date: 25% of total tour or rental price.

21<sup>st</sup> until 15<sup>th</sup> day prior to travel begin or tour date: 35 % of total tour or rental price.

14<sup>th</sup> until 8<sup>th</sup> day prior to travel begin or tour date: 50% of total tour or rental price.

7<sup>th</sup> until 2<sup>nd</sup> day prior to travel begin or tour date: 80% of total tour or rental price.

In case of cancellation later than the 2<sup>nd</sup> day prior to travel begin/tour date/rental date, no-show or termination of your tour/rental previous to the booked departure date (e.g. because of illness, bad weather etc.), the full amount of the travel price (100%) shall be due and payable.

## IV. Bike Rental Conditions

**THE BIKES ARE NOT INSURED OUTSIDE OF OUR SHOP.** The tenant may, however, leave the bike in our shop over night, if he/she returns it within the opening hours. The tenant is responsible for procuring a suitable liability and health insurance which includes the usage of the rented mountain bike.

- Upon signing of this contract, the tenant must present a valid document of identification and pay a **cash** deposit of 50€ for a hardtail/ €100 for a Radon full-suspension bike or € 200 for a Liteville.
- The rental price and deposit are to be paid in advance. If the tenant wishes to end the rental period prior to the booked date, due to illness, bad weather etc., the paid amount shall not be reimbursed.
- If left unattended, the bike must ALWAYS be secured with a lock. Overnight, the bike must be kept in a locked room **and** secured with a lock.
- **In case of loss or theft, loss, or serious damage of the bike/frame, the tenant is liable to pay:** Radon Slide € 2299, Merida One-Forty Models €2999, ZR Team + Merida Big Nine Hardtail € 1199, Liteville 301 € 5899, Merida eOne-Sixty E-Bike € 4999 plus a standard fee of 2 rental weeks to replace the loss of rental income.
- **In case of loss or damage of the equipment provided by CaMi-Bike, the tenant is liable to pay:** Saddlebag €15, Inner tube €5, Lock €23, Tire Levers each €3, Pump €20, Helmet €45, Repair Kit €3, Backpack €25 - €90, Allen key €9, Cycle Computer, depending on model €20-€130, SQLab saddle €99-199€. **All damages must be voluntarily reported to CaMi-Bike at the time of bike return or before.**
- The daily rental price covers the period until 7 pm, at the latest, depending on seasonal opening hours. We do not offer half-day or hourly rates. If the tenant wishes to pick up the bike the evening prior to the beginning of the rental period, an overnight-charge of €7 shall apply. If the tenant wishes to drop-off the bike outside opening-hours, a fee of €12 applies.
- The bike is rented to the tenant in a fully functional condition and is to be returned in the same state. The tenant commits to treating the bike with due caution, agrees to keeping it away from sea-water and sand, to prevent unnecessary skidding and not to exceed the max. permissible rider weight of 105 kg. The bike is NOT to be ridden by third parties! It is strictly prohibited to clean the bike with a high pressure cleaner. **The tenant is liable to pay damages to the bike resulting from accidents or improper use.** The value is determined by a CaMi-Bike employee and equals to the amount to buy the exact piece/bike damaged at Bike Discount or Liteville/Syntaxe.
- If the bike is damaged during the rental period, the tenant has no right to immediate replacement. CaMi-Bike does not pay for repairs performed by others during the rental period, unless previously agreed upon in written form.
- If a CaMi-Bike employee sees reason that one or more of the above listed terms may not be fulfilled by the tenant, or if the bike has been seriously damaged or left unattended prior to the end of the rental period, CaMi-Bike may end the rental contract prior to the pre-arranged end date. In this case, the rental fee will be returned, if the damage does not exceed the amount of deposit paid. Upon fulfilment of this payment all claims of the tenant shall be deemed settled.
- If the bike is not returned at the end of the rental period the rental fee for an additional day applies.
- Our reduced long-term rental prices only apply if the bike is rented for a continuous period.

# Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy:

- ☐ Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- ☐ We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- ☐ We will only retain personal information as long as necessary for the fulfilment of those purposes.
- ☐ We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- ☐ Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- ☐ We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- ☐ We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.