

## **Terms and Conditions**

### **GENERAL STATEMENT**

The Terms and Conditions are applicable to all services sold by SOLEBIKE through its site, including the case that the Client did not make the booking himself.

The booking's validations and the use of all services that are provided on this site means the complete and unconditional acceptance of these Terms and Conditions that are included in this document.

This document represents the entire agreement between the participant and SOLEBIKE.

All participants must ensure they are medically and physically fit for travel.

Participants are required to advise the provider, in advance, of any physical, medical or other special needs that require accommodating.

SOLEBIKE reserve the right, without penalty, to decline to accept any person as a participant in a program, or to require any participant to withdraw from the tour at any time, if that individual's participation poses a direct threat to health or safety.

### **CHANGES TO SERVICES**

SOLEBIKE reserve the right, without penalty, to make any modification or improvement in the published programs and/or to withdraw the program announced, whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of tour participants.

### **PERSONAL INSURANCE**

Personal insurance is not included. It is your responsibility to take out appropriate travel insurance. Although SOLEBIKE and its representatives will always strive to ensure safe and enjoyable completion of its tours they cannot be held responsible for the personal safety of participants. Each participant shall be fully responsible for his/her personal health, medical needs and safety.

ALLIANZE certifies that SOLEBIKE is insured against liability for Bodily Injuries or Death or Material Damage to third parties, which may occur during daily organised activities in Athens by the insured and which are caused by negligent acts or negligent omissions of the insured, according to the terms and conditions of our policy.

SOLEBIKE is not responsible or liable for loss, damage or theft of personal belongings, illness or frustrations while on tour, nor is SOLEBIKE responsible for any type of trip interruption due to weather and other unforeseen circumstances.

### **THE PRICE**

Prices are subject to change without notice. SOLEBIKE is not liable for refunding the difference in the case of a price reduction.

All prices provided are on a per person basis unless otherwise stated.

Prices are in Euros and include taxes.

Prices do not include gratuities, personal expenses or personal insurance.

## **BOOKING**

### Online booking:

The booking of a service is possible upon the booking system provided on this site.

To check out a booking, Client must go to the page on the site referred to the reservations and follow the steps as instructed.

The Client can terminate the reservation at any point before payment.

### Book through Tour Operator or Authorised Agent:

Your booking is confirmed when the Tour Operator or your travel agent issues a Voucher after receipt of the paid price. Please ensure that names are exactly as stated in the relevant official document.

## **PAYMENT**

All tours booked through the website of SOLEBIKE are paid via **Fareharbor**. Upon receipt of the payment **Fareharbor** will issue a voucher and send it via email. The voucher must be printed or be presented on mobile on the day of the tour.

## **CANCELATION AND REIMBURSEMENT**

### Cancellation of the booking by the Client:

Free cancellations for any claims more than 24 hours before the departure of a reserved service will be accepted by SOLEBIKE and will be reimbursed.

There will be no reimbursement or compensation for partial or total abandonment of a service or non-show or canceled by the Client less than 24 hours.

### Cancelation of a service by solebike:

SOLEBIKE reserves the right to effectuate or to cancel the reserved service, if it deems it to be in the interest and safety of the participants.

If SOLEBIKE cancels a service the total amount paid by the Client will be reimbursed.

SOLEBIKE will reimburse either the part or the total of the amount paid for the service, if a service is cancelled after having started; the amount will be decided by solebike.

Reimbursement of the Client will be made within 30 days or within a reasonable period of time of the cancelation by bank transfer according to the booking prices and in euros.

## **CORONAVIRUS**

in the sense of responsibility to our clients and partners we proceed with **2 optional measures** that are currently implementing services executed until May 31st, to meet the demands for non-realizable bookings due to the anti-pandemic measures:

**1st.** Change your reservation at any future date of your choice with the current price reduced by 15% and free of any surcharge. The discount will be refunded on the day of the tour. In case of total cancellation after the expiry of the 2nd date due to the extension of the coronavirus measures, the initial amount may be refunded or you can change the reservation to a new date.

**2nd.** The refund of the deposit or the total amount prepaid for booking via the reservation system on our site or by bank deposit.

### **Regarding the 2nd measure,**

As soon as it becomes possible and under our crisis management due to the intake of large volume of cancellations, we will notify you of your Bank Refund.

We will respond to the circumstances and fully satisfy your instructions at a period of up to 3 months after the crisis is over.

We all the SOLEBIKE team sincerely hope that this crisis will be over soon and that we will have the opportunity to see you in Athens as you initially planned to do.

## **CONDITIONS OF THE CONTRACT**

The Client agrees to use the electric bicycle in a safe and careful manner.

The Client certifies to be capable of using an electric bicycle and to be physically fit enough to do so and declares that he is in good health.

The Client may not leave the group unless he has the approval/permission of the tour guide.

The Client is responsible for his behaviour on public roads and off them. SOLEBIKE will not be held responsible for accidents caused by the Client or a third party during the tour.

The Client is responsible for the electric bicycle and all the accessories provided to him.

### **Punctuality:**

Customers should arrive at the time on their voucher. If a customer does not arrive on time, SOLEBIKE will consider this a no-show and no refund will be provided. It is recommended that you arrive 15 minutes prior to the tour departure.

## **LIABILITY, SAFETY RULES AND INSURANCE**

SOLEBIKE provides a well-functioning electric bicycle which receives regular maintenance and which complies with the current safety regulations.

At the beginning of the tour, the guide will explain the safety regulations and Client declares, he abides by them.

The Client alone is in charge of the electric bicycle he is using and he is solely responsible for any injury he may inflict on a third person or another participant during the tour. the Client undertakes the whole responsibility of paying any fines or charges relatively by his actions/ behaviours during the tour

The parents or the legal guardians of a minor participating in the tour are held full responsible for all injury caused by the latter during the tour.

SOLEBIKE can not be held responsible for any damages or injuries incurred by the Client during the tour.

The Client is informed that he must have third-party insurance that covers him for any accident or injury occurring during the visit and that covers him special for bicycle use.

SOLEBIKE is not at fault, if a Client has not a third-party insurance.

## **REVISIONS AND MISPRINTS**

The content appearing on SOLEBIKE website could include typographical or photographic errors. SOLEBIKE does not warrant that any of the content on its website is accurate, complete, or current. SOLEBIKE may make changes to the content on its website at any time without notice.

## **COPYRIGHT**

All copyright and intellectual property rights in the website including the design, text, graphics and all software and source codes connected with the website are owned by SOLEBIKE or used by SOLEBIKE as permitted by law.

In accessing the website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

## **CONFIDENTIALITY AND SECURITY OF DATA**

All data collected from the Client is processed only in order to create an account and to make the bookings (this includes the Client access and contributions to different pages on the site ).

The Client can also, for legitimate reasons, oppose the processing of his personal data for further use s.a statistics or advertisements . When creating his customer account on the site the Client will have the possibility to choose whether he wishes to receive advertisements from SOLEBIKE or any of its partners.

## **AUTHORISATION TO PUBLISH PHOTOGRAPHS**

The Client knows and agrees that the photographs or videos, taken by SOLEBIKE, may contain or feature the client during the tour, can be published by SOLEBIKE on its website and on other social networks sites such as facebook, instagram, twitter etc. and/or reproduced for any purpose including marketing or promotions, are granted a perpetual worldwide royalty-free and irrevocable licence to SOLEBIKE without any further obligation or compensation payable to the client.

A Client who wishes not to appear to the photographs published by SOLEBIKE on the website must inform SOLEBIKE before the tour by email to the following address or writing it on the **Waiver Release Form**.

## **CHANGE OF USE**

SOLEBIKE reserves the right to:

change or remove temporarily or permanently the website or part of its content without notice and SOLEBIKE shall not be liable to the Client for any such change or removal.

change these Terms and Conditions without prior notice and Client's continued use of the website following any changes shall be deemed to be acceptance of such change.

## **CONFLICT, JURISDICTION AND APPLICABLE LAW**

All of the above Terms and Conditions are interpreted and applied by Greek law.

The interpretation of these Terms and Conditions in the case of a contestation of the meaning of any of the above will be in Greece. The Greek text prevails over all other translations in the case of any legal action.

For any litigation relating to the present terms and conditions the applicable law is the Greek law and the courts of Athens are competent.

Waiver by either party or any breach of any Term or Condition in this document shall not be considered to be a waiver of any subsequent breach of the same or any other term or condition.

The potential nullification of any of the clauses found in this contract shall not affect the validity of other provisions, such clauses will be considered not to have been written.

The numbered titles in this document are considered only as descriptions. In the case of being any confusion between a title and one of the clauses of the Terms and Conditions, the titles will be deemed null and void.