

## **General Terms and Conditions**

*Please read this document thoroughly before booking and participating in an activity with Orange Monkey Tours.*

These terms and conditions apply to all services directly or indirectly provided by Els Jaspers, with NIE Y-1154300-J (subsequently referred to as: Orange Monkey Tours). By booking an activity tour with Orange Monkey Tours you agree that you accept all terms and conditions set out below (including the privacy statement).

### **Responsibility**

This is a services engagement. Orange Monkey Tours warrants that it shall perform the services in good faith and with due professional care. Orange Monkey Tours disclaims all other warranties, either express or implied. The client declares to be covered by his/her own liability and/or accidents insurance for any of the Orange Monkey Tours activities (bike and walking tours, workshops et cetera) in which he/she participates.

The client is in any case the sole responsible for his/hers/theirs fitness for the activities in question, both physical and mental, including any possible problem incurred for reasons of illness, medication or incapacity of any condition that may affect his/hers/their or security.

Orange Monkey Tours is not responsible for damages due to accidents, injury, impacts, including loss of any personal property of the client during the period of the activity. Orange Monkey Tours is not responsible for occasioned damages by the client, including damage to tour bikes and damage to persons or objects of a third party.

### **Prices**

Prices for the services provided by Orange Monkey Tours will be the current prices valid for each service at any given moment. These prices can be found at our web page: <http://www.orangemonkeytours.com/>. These prices can be overruled by Orange Monkey Tours through written or verbal agreements (either by email, telephone, written proposals etc.)

### **Cancellation policy**

By making a reservation for any activity (walking or bike tour, workshop et cetera) with Orange Monkey Tours, clients automatically accept the following cancellation and no-show policy of Orange Monkey Tours:

*Activities with a total value of 250 euros or more:*

Until 21 days prior to activity: cancellation free of charge  
15-20 days prior to activity 20% of total fee  
11-14 days prior to activity 30% of total fee  
7-10 days prior to activity 50% of total fee  
3-6 days prior to activity 60% of total fee  
25-48 hours prior to activity 75% of total fee  
24 hours or less prior to activity 90% of total fee

*Activities with a total value of less than 250 euros:*

Until 72 hours prior to activity: cancellation free of charge  
49-72 hours prior to activity 25% of total fee  
25-48 hours prior to activity 35% of total fee  
3-24 hours prior to activity 50% of total fee  
0-2 hours prior to activity 65% of total fee

### *Bad weather policy*

With severe bad weather (heavy rainfall, storms et cetera) participants in a bicycle tour will be offered to do the Original walking tour, with 10 % discount on the original price of that walking tour. If the client does not accept this offer we will charge 50% of the price of the original booked tour.

### **Privacy Statement**

Orange Monkey Tours guarantees the security and confidentiality of personal data provided through the website <http://www.orangemonkeytours.com/> or by email, telephone or writing. Complying with article 5 of Organic Law 15/1999 on the Protection of Personal Data (Ley Orgánica 15/1999, de Protección de Datos de Carácter Personal, further on referred to as LOPD). The client is informed of and agrees to that his/her data is being incorporated in the data systems of Orange Monkey Tours for reasons of client relationship maintenance and keeping the client informed (by email) about activities of Orange Monkey Tours. It is the responsibility of the user to provide correct data. The user will be held liable for the damages that may be caused by providing data that are false or incorrect.

The user or person he/she represents has the right to access, rectify or remove his/her data, according to the LOPD and other applicable legal rules, by writing to Orange Monkey Tours at Calle Xifré 66, entlo. 1A, 08026 Barcelona and/or by e-mail to [info@orangemonkeytours.com](mailto:info@orangemonkeytours.com). A proof of the user's identity is needed to process the request.

### **Applicable law and jurisdiction**

The laws of Spain will be applied to all services of Orange Monkey Tours, independently the country of residence of the client. Any dispute arising out of the interpretation of the above conditions shall be resolved by the courts of Barcelona, Spain.

*<http://www.orangemonkeytours.com/> is owned by Els Jaspers, NIE: Y-1154300-J*