

# PRIVATE TOUR CONDITIONS

## Responsibilities:

- Guests are responsible for:

choosing a tour that corresponds to their abilities, fitness level and state of health; arriving on time for the start of the tour; arriving at the point of departure with clothing and gear suitable to the time of year; respecting the laws and customs of Italy; following environmental guidelines and regulations while on the tour, in accordance with the tour leader's instructions.

- It is the guest's responsibility to make themselves aware of the content and level of difficulty of the tour prior to the tour start. Guests traveling with children are responsible for choosing a tour that corresponds to their child's abilities and interests. During the tour the adult guest is responsible for the children he/she is traveling with at all times.

- Guests are not responsible for any theft of bikes or parts of bikes by a third party. This is the sole responsibility of TopBike Rental & Tours.

- Guests are not responsible for any breakages or mechanical damage to the bikes, unless these result from the client's inexperience or negligence.

- Guests are responsible for any damage to their bikes or those of other participants caused by their inexperience or negligence. These damages will be charged to the guest.

- TopBike Rental & Tours is not liable for bodily injury or damage to property as a result of (but not limited to): physical exertion for which a guest is unprepared; forces of nature; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; the adequacy of medical attention once provided.

- TopBike Rental & Tours is not liable for any damage to third party property caused by the guest's negligence or cycling inexperience. For example: a fall off the bike against a car or the property of a third party is NOT the responsibility of TopBike Rental & Tours, if this was caused by guest's inability to handle the bike or negligence when handling the bike.

- TopBike Rental & Tours is not responsible for the loss or theft of a guest's personal belongings during the tour, both in and outside of the TopBike Rental & Tours premises.

- By participating in a tour, guests grant TopBike Rental & Tours their express permission to take photographs or make film recordings of the tours for promotional and commercial purposes, as well as approving, without financial remuneration, such use by third parties with whom TopBike Rental & Tours may engage in joint marketing.

- In the event of official/public celebrations and happenings affecting parts of the city center of Rome, TopBike Rental & Tours reserves the right to substitute one or more of the highlights listed in the online presentation of its tours without prior notice and according to the company's judgement of their clients' best interest.

- Guests are obligated to wear a bicycle helmet during the bike tour. This helmet will be provided at the beginning of the bike tour by TopBike Rental & Tours.

- Guests aged less than 18 can come on our tours only when accompanied by an adult traveller.

- **In the event of forecasted rain**, the day before the tour customers may reschedule or cancel their booking and receive a full refund.

## Reservations and payments:

- Reservations can be made on request
- The reservation is considered to be complete and confirmed upon payment of the service.

## Cancellation Policy:

- In the event of cancellation of the reservation, the cancellation fee will be determined in accordance with the policy outlined below.

Apart from cancellations due to rain, no exceptions can be made to the cancellation policy, even in the event of terrorism, civil unrest or personal emergencies. There is no refund for arriving late or leaving a tour early.

Timeframe	Cancellation Charge
24+ hours before the day of the tour	No cancellation charge
Less than 24 hours before the day of the tour	100% excluding transportation fee
Day of the Tour (or No show)	100% + transportation fee

## Disputes:

- For all issues not provided for under the present terms and conditions, the regulations contained in Legislative Decree 111 of 17/03/1995, implementing the EEC Regulation 314/1990 and the law n. 1084 of 27/12/1977, shall apply.

- The Court of Rome will have jurisdiction over any disputes