

## **General Terms and Conditions**

*Please read this document thoroughly before booking and participating in an activity with Something Els*

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

### **Responsibility**

This is a services engagement. Something Els warrants that it shall perform the services in good faith and with due professional care. Something Els 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 Something Els 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.

Something Els 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. Something Els 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 Something Els will be the current prices valid for each service at any given moment. These prices can be found at our web page: <http://www.somethingels-bcn.com/>. These prices can be overruled by Something Els through written or verbal agreements (either by email, telephone, written proposals etc.)

### **Bad weather policy**

With severe bad weather (heavy rainfall, storms et cetera) participants in a bicycle tour will be offered to do a walking tour. If the client doesn't accept this offer, and only in case of severe bad weather, the client can ask for a refund.

### **Privacy Statement**

Something Els guarantees the security and confidentiality of personal data provided through the website <http://www.somethingels-bcn.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 Something Els for reasons of client relationship maintenance and keeping the client informed (by email) about activities of Something Els. 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 Something Els at Carrer de Xifré 66, entlo 1a, 08026 Barcelona and/or by e-mail to [somethingels.bcn@gmail.com](mailto:somethingels.bcn@gmail.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 Something Els, 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.somethingels-bcn.com/> is owned by Els Jaspers, NIE: Y-1154300-J*