

Package Travel - General Terms and Conditions

1) Package Travel and Event Information: *Andorra MTB Classic-Pyrenees*

Travel Destination	La Massana, Andorra
Itinerary and periods of stay	<p>From 4th July 2023 to 9th July 2023, 5 nights of accommodation in La Massana.</p> <p>In this package all overnight stays will always take place in La Massana, transporting riders to the start lines when they take place in other parts of the country:</p> <ul style="list-style-type: none"> • 1st Stage: Estacion de Pal – La Massana • 2nd Stage: La Massana – La Massana • 3rd Stage: Canillo – La Massana • 4th Stage: Naturland – La Massana
Event	<p>The Event within this package travel is the Andorra MTB Classics-Pyrenees, composing of 4 stages:</p> <ul style="list-style-type: none"> • 1st Stage: Estacion de Pal – La Massana (July 5th, 2023). • 2nd Stage: La Massana – La Massana (July 6th, 2023). • 3rd Stage: Canillo – La Massana (July 7th, 2023). • 4th Stage: Naturland – La Massana (July 8th, 2023).
Transport	<p>For the Traveller hosted in AnyosPark Resort the transport to the following locations will be provided:</p> <ul style="list-style-type: none"> • AnyosPark - La Massana – Anyos Park (every day) • AnyosPark – Pal – Teleférico Vall-Nord (July 5th, 2023). • AnyosPark – Canillo (July 7th, 2023). • AnyosPark – Naturland (July 8th, 2023). <p>For all the Traveller accommodated in other hotels, transport to the following locations will be provided:</p> <ul style="list-style-type: none"> • La Massana – Pal – Teleférico Vall-Nord (July 5th, 2023). • La Massana – Canillo (July 7th, 2023). • La Massana – Naturland (July 8th, 2023). <p>The exact location for departure and arrival will be communicated by Organiser separately.</p>
Accommodation	<ul style="list-style-type: none"> • Location – La Massana • Main features – Double room, Half board, laundry, welcome pack, very close to the venue. • Category of accommodation – 4 stars <p>The exact details of each accommodation service provider are described on the website and in the terms and condition of the respective service provider.</p>
Meal Plan	<ul style="list-style-type: none"> • Half board accommodation: Breakfast and dinner. • Lunch/Post-race meal at the respective venue of each stage. • Buffet at the Welcome Party on July 4th, 2023.

Other Services	<ul style="list-style-type: none"> • Bike transportation from La Massana to start locations • Daily bike wash • Bike park • Rider gift Bike service in the circuit • Luggage transport is not required during the Event as the accommodation location is the same for the whole Event. • Transport of Traveller`s belongings from location of accommodation to the airport, train station or similar may be booked separately as an additional service or organized by Traveller itself at its own discretion.
Group Services	Registration for the Event requires the registration of two race participants who are participating as a team in the Event. Participation in the Event as well as the lunch will be provided to all participants of the Event.
Service Languages	English, Spanish, Catalan and French
Suitability for persons with reduced mobility	No
Organiser Contact Details:	IRONMAN Andorra Endurance Events S.L.U. , Av. Príncipe Benlloch, 26-30, 2nd Floor, Office 14. Andorra la Vella, Andorra, AD500. NRT L-714829-X. (referred herein as “ Organiser ”) Email: andorra@ironman.com Telephone: +34 934676359
Package Travel Price:	<p>Tier 1: 2,500.00 eur - 28 June 2022 – 22 November 2022 Tier 2: 2,600.00 eur - 23 November 2022 - 31 January 2023 Tier 3: 2,700.00 eur - 1 February 2023 - until closing</p> <p>Prices are only with regard to the services listed in this information sheet. Further costs for additional services not included in this document may arise depending on the booking arrangements of the Traveller.</p>
Payment Terms:	The payment is only possible by credit card and the payment is due at the end of the registration process. It is possible to choose the payment plan option and make the payment of the travel package in three instalments.
Minimum Number of Participants:	The minimum number is 150 participants/75 Teams.
Visa Information:	<p>If you are a citizen of the European Union, you won’t need a visa to enter Andorra. The country has signed transit agreements with Spain and France, so that people from any EU state will not need to request any special permission. To enter or leave Andorra, all you need is your passport or identity card. If you are a citizen of a country that does not belong to the EU but does belong to the Schengen area, you must carry a valid passport. If you are a citizen of a country not inside the Schengen area, you need to have a valid passport and a Schengen multiple-entry visa to cross the border between Spain and France, countries you’ll have to go through to enter or leave Andorra.</p> <p>In the following link you can find all the information about what you need to travel to Andorra: Do I need a passport for Andorra? All the info here (visitandorra.com)</p>

Termination Right:	Traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, which are stipulated in the Withdrawal Conditions of the Organiser .
Insurance:	Participants in the Event will be covered by the Organizer's accident insurance. This insurance covers personal injury during the race and assistance during the race in the territory of Andorra. Please note that this insurance does not cover material damages to any equipment or belongings, and no coverage outside the territory of Andorra.

2) Preamble

The Organiser, as the organiser of this Package, is responsible for the proper provision of all travel services provided for in the package travel contract, irrespective of whether these services are to be provided by it or by other travel service providers under the contract. If you find yourself in difficulties during the trip, the Organiser is also obliged to assist you immediately and in a reasonable manner. This can be done in particular by providing appropriate information about health services, local authorities and consular assistance, as well as assistance in establishing long-distance communication links and in finding alternative travel arrangements. The Organiser may demand reasonable remuneration for its assistance if you have caused the difficulties yourself intentionally or through negligence. This remuneration may not exceed the actual costs incurred by the Organiser. The Organiser is your direct contact also on site.

3) Definitions

Certain words or terms used in these Package Travel Conditions shall have the meaning ascribed to them as follows in this section or if defined within the text of the Package Travel Conditions, the meaning as described in the text:

Traveller: means any person who is seeking to conclude a contract or is entitled to travel on the basis of a contract concluded, within the scope of this package travel contract.

Organiser: means the company responsible for the services provided as detailed in Section 1 above.

Package Travel/Package: means the combination of services listed in Section 1 above.

Event: means the multistage race and related activities provided to Traveller as defined in the Waiver.

Waiver: means the Event related Acknowledgement and Assumption of Risks & Release and Indemnity Agreement containing certain provisions about the Event related risks and participation conditions, the release and indemnification of the organiser of the Event of certain legal rights, and other Event specific conditions, applicable to the participants of such Event.

package travel contract: means the contract on the Package as a whole, including these Package Travel Conditions and all contracts or conditions covering travel services included in this Package.

Package Travel Conditions: means the provisions and regulations laid down in this document about the provision of package travel services.

4) Package Travel Services

The services resulting from the conclusion of the contract with the Organiser are listed above. Unless otherwise specified in this contract, the rights and obligations of the Organiser and the Traveller arise from the respective terms and conditions of the individual services, to which the Traveller expressly agrees by entering into this contract. Some services are provided by other service providers which have their own terms and conditions in respect to their services. The separate contracts for the services summarised in this contract together form the package travel contract. The Organiser does not offer any arrival and/or return travel services. The Traveller must organise his/her own timely arrival at the venue specified above, as well as the return journey or departure at the end of the Package tour.

5) Conclusion of Contract

The conclusion of contract is conditioned on the completion of the following requirements:

1. Traveller must pay the full amount invoiced by Organiser before the start of the Package Travel.
2. Organiser must confirm the proper and complete registration through a confirmation email to the Traveller.
3. Traveller must fulfil all requirements inherent and/or prescribed by Organiser to the Package, the Event, and all other activities during the travel before and during the Package Travel.

Organiser reserves the right to cancel any registration or prohibit the Traveller to attend to the Package Travel if one or more of these conditions are not met by Traveller at any time. Organiser will refund any payments if Traveller does not meet the requirements and the conclusion of contract is not completed or cancelled by Organiser.

6) Requirement of Full Mobility

As participation in the activities requires participants to be fully mobile, this Package is not suitable for persons with reduced mobility. For more detailed information on the suitability of the trip, taking into account the needs of the Traveller, please contact the service address of the Organiser before booking.

7) Traveller's right of withdrawal before the start of the Package Travel

1. The Traveller may withdraw from the contract without paying a withdrawal fee and receive a full refund of all payments if any of the essential elements of the Package, other than the price, are substantially altered. If the Organiser responsible for the Package cancels the Package before it begins, the Traveller is entitled to a refund and may be entitled to compensation. Same applies if the price increase exceeds 8% of the original package price. The Organiser will inform the Traveller about any and all essential changes and their impact on the price of the Package and any alternatives, if applicable. **The Traveller must inform the Organiser within two (2) weeks whether the Traveller accepts the proposed changes, or an alternative, if any, or withdraws from the contract.** If the Traveller fails to respond within this period to the Organiser, the Organiser is allowed to terminate the Traveller's contract and refund all payments of Traveller.

2. The Traveller may withdraw from the contract without paying a withdrawal fee if exceptional circumstances arise before the start of the Package, for example if there are serious security problems at the destination which are likely to affect the Package.

3. The Traveller may withdraw from the contract at any time before the start of the Package on payment of a reasonable and justifiable withdrawal fee. Terms and process of withdrawal together with certain other options to the Traveller in case of a withdrawal by Traveller are determined in the [Withdrawal Conditions](#).

8) Traveller's Rights during the Package Travel

1. If, after the start of the Package, essential elements of the Package cannot be carried out as agreed, reasonable alternative arrangements shall be offered to the Traveller at no extra cost. The Traveller may withdraw from the contract without paying a withdrawal fee if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package travel services and the Organiser fails to remedy the situation.
2. The Traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly or where an alternative arrangement is of lower quality than that specified in the package travel contract. The Traveller shall immediately notify the Organiser of any lack of conformity noticed during the provision of the services included in the package travel contract, taking into account the circumstances of the case, so that the Organiser can remedy that lack, if possible, and unless disproportionate costs are involved. The Traveller may remedy him/herself any lack of conformity, and request reimbursement of necessary expenses, if the Organiser does not remedy the lack of conformity within a reasonable period set by the Traveller, the Traveller is required to remedy immediately the lack of conformity due to the circumstances of the case, or where the Organiser refuses to remedy the lack of conformity. Please see the Event-specific regulations ("Waiver") regarding the right of the Organiser to change and/or modify the race routes and distances of the Event without any right of compensation or price reduction in certain cases.
3. The Traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract, or the price reduction granted is inadequate. Where a lack of conformity substantially affects the performance of the Package and the Organiser has failed to remedy it within a reasonable period set by the Traveller, the Traveller may terminate the package travel contract without paying a termination fee.
4. The Organiser shall assist the Traveller if the Traveller is in difficulty.

9) Liability for Reduction or Damages

The Traveller is entitled to receive appropriate compensation from the Organiser for any damage which the Traveller sustains as a result of any lack of conformity to the services agreed in the package travel contract, unless the lack of conformity is attributable to the Traveller, attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or due to unavoidable and extraordinary circumstances.

Where the Organiser is obliged to reduce the price or pay compensation to the Traveller under this contract or for any other reason, such liability of the Organiser shall be limited to three times the total price of the package, except in the case of personal injury caused by the Organiser or damage caused intentionally or by negligence. In any case, the liability of the Organiser shall be limited to the extent that this is regulated by international conventions or statutory provisions based on such conventions. Any higher liability is excluded in these cases. The limitation period is two years.

10) Price Increases

The price of the Package may be increased if certain costs or charges levied by third parties not directly involved in the provision of the Package (for example fuel or taxes) increase, or in the event of a change in exchange rates. In order to claim a price increase according to the aforementioned reasons, the Organiser must inform the Traveller at least 20 days before the start of the Package, stating the reasons for the price increase. If the price increase exceeds 8% of the package price, the Traveller may withdraw from the contract. The Traveller is entitled to a price reduction if the relevant costs are reduced, subject to the conditions set out above.

11) Modification of certain conditions of the package travel contract

The Organiser reserves the right to unilaterally change terms and conditions of the package travel contract other than the price, provided that the change is insignificant, and the Organiser informs the Traveller thereof.

The Traveller acknowledges that the modification, change or delay of any Event route or start and finish of a race (including cut-off times) will be an insignificant change, as long as the actual number of race days, races or the duration of the Package is not reduced or significantly altered.

12) Right to transfer to another person

The Traveller of the package travel contract in question has the right to transfer this contract to another person who fulfils all the conditions of the contract. The Organiser must be informed of the transfer of the contract on a durable medium within a reasonable period before the start of the trip. In the event of a transfer, the transferor and the person to whom the contract is transferred shall be jointly and severally liable for the outstanding amount of the package price and any additional fees, charges and other costs incurred as a result of the transfer. Please note the instructions and deadlines for transfers of the starting place at the Event. The Organiser may not be able to accept the change of name of the new traveller into Event related services that include the name of the participant if the transfer is made at short notice and after the deadlines shown in the Withdrawal Conditions. Neither the original Traveller nor the person to whom the contract is transferred shall be entitled to any reduction or compensation under this contract should notification of the transfer be made after the relevant time limits.

13) Passport and Visa Requirements

It may be necessary to apply for a visa to enter the country of destination where the services are provided under this contract. The Organiser therefore advises the Traveller that he/she should inform him/herself about the need for a visa and is responsible for applying for and obtaining the required visa. Details on how to apply for and obtain a visa can be found in section 1 of these Package Travel Conditions.

Regarding the deadlines for obtaining visas, the Organiser refers to the official information of the respective country of destination.

14) Minimum Number of Participants

The minimum number of participants required for the package is mentioned in section 1 of these Package Travel Conditions, if any.

If the minimum number of participants is not reached at the time of registration for this Package Travel, the Organiser may withdraw from the contract with seven days' notice before the start of the Package Travel in case of trips lasting between two and six days, and with 20 days' notice before the start of the Package Travel in the case of trips lasting more than six days. The Organiser will refund the Traveller the payment made without deduction. The Traveller is not entitled to additional compensation.

15) Insurance Options

The Organiser does not offer any cancellation or other insurance packages. However, travellers are advised to take out cancellation insurance as well as suitable accident, theft and/or (foreign) health insurance to protect themselves against any damage or costs that may arise during the travel. The Traveller should inform him/herself accordingly about such and other insurance offers before the start of the Package.

Please note, that for packages including a mountain bike event, an insurance covering rescue and transportation costs to the hospital can be mandatory. Please review the terms and conditions of the Event to check whether any insurance coverage is mandatory for the Event or Package.

16) Out-of-court dispute resolution, Jurisdiction, Applicable Law

The European Commission provides an online dispute resolution platform for consumer disputes (ODR platform) at ec.europa.eu/consumers/odr/. The Organiser does not currently participate in any alternative dispute resolution procedure. In case of complaints, please contact LegalEMEA@ironman.com.

Any dispute or claim the Traveller or the Organiser may have arising out of, relating to, or in connection with this package travel contract, will be governed by the substantive law of the country the Organiser has its registered office, without regard to any conflict of law rules. Subject to imperative legal regulations, the place of jurisdiction is given by the seat of the registered office of the Organiser.

17) Language

These Package Travel Conditions have been drafted in English and translated into other languages for convenience purposes or to adhere to legal requirements of the law of the jurisdiction. In cases of any translation failures or discrepancies between the English version and any translation thereof, the English version shall prevail.

18) Severability

In the case any provision of these Package Travel Conditions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.