

Venice Water Bike Rules for Customers/Participants

Recreational pedal boat experiences
Amateur, non-competitive activity with navigation assistance

The Participant accepts these Rules and agrees to comply with the following

General Terms and Conditions

Article 1 Service offered by Venice Water Bike

Venice Water Bike (hereinafter also referred to simply as “VWB”) offers an amateur, non-competitive recreational experience that has no educational and/or informational purpose.

The experience is preceded by a brief technical introduction to the use of the pedal boat, which Participants are required to attend and during which information will be provided regarding safety and logistics (the outing programme and the route along which the experience will take place).

The pedal boats and equipment necessary to undertake the experience safely are loaned for use by VWB Staff to Participants for the time required to carry out the experience.

VWB does not offer rental services. The activity provided for Participants does not constitute a professional tourist guide service, a guided excursion or a tourist package.

The sole task of the Staff is to accompany Participants along the route, providing technical assistance if necessary and directions that enable Participants to enjoy the experience safely.

The directions provided by VWB Staff during the experience constitute information of a general nature and are in no way intended to explain the historical, artistic, monumental, landscape and anthropological heritage of what may be encountered along the route.

Any “tourist guide” services that Participants may wish to use must be arranged independently by them with authorised third parties, companies and/or self-employed professionals in the tourism sector; in any event, VWB must be notified of this at least 3 days before the date scheduled for the experience. It is understood that VWB will have no contractual relationship with guides or equivalent professionals, nor will it be liable in the event of their non-performance.

Article 2 Bookings, acceptance of conditions and mandatory documents

Bookings must be made online at www.venicewaterbike.com by selecting, from the available options in the online calendar, the date and time slot in which the water bike experience is to take place. The booking shall be deemed final only upon full payment of the amount due for all Participants indicated in the booking.

In addition to these Rules, further documents are available on the website (Privacy Notice and Declaration of Liability Waiver and Assumption of Risk), which the Participant must read, complete and deliver, duly signed, to VWB Staff before the experience begins, failing which the Participant will be excluded from the event.

Confirmation of the booking requires ticking a digital checkbox to confirm that the documentation available on the website has been read and its contents accepted. In the absence of such acceptance, the booking cannot be completed and will not have any binding effect on VWB.

Before departure, each Participant must deliver a duly completed and signed paper copy of the waiver. If the Participant does not have the already completed and signed paper waiver with them, VWB may provide a blank form to be completed and signed on site before the experience begins. The failure to complete and sign the waiver before departure will in any event result in the Participant's exclusion from the event.

Article 3 Activities and role of the Assistance Staff

VWB Staff provide technical support for the pedal boats, practical navigation information and directions for carrying out the experience safely, both before and throughout the experience. VWB Staff accompany the group; however, each Participant remains responsible for their own conduct, the proper use of the pedal boat and compliance with navigation rules.

Article 4 Eligibility requirements and safety rules for participation

The following is mandatory for all Participants:

- properly wearing the life jacket for the entire duration of the experience; being able to swim independently for at least 20 metres is an essential requirement for participation;
- strictly following the directions of the Assistance Staff regarding the route and the conduct to be maintained in the water;
- strictly complying with the rules of the Navigation Code.

The following is strictly prohibited:

- taking part in the activity under the influence of alcohol or narcotic substances, or consuming them during the route. Smoking, including so-called electronic cigarettes, is also prohibited;
- using headphones, earphones or any other device that may impede understanding of the Staff's directions or distract the operator;
- for women, taking part in the activity while pregnant, regardless of the month of pregnancy;
- taking part in the activity if the physical eligibility requirements (height, age and weight) set out in the Waiver are not met;
- engaging in conduct contrary to prudence and due care that causes disturbance or is otherwise dangerous to oneself, other Participants or vessels encountered along the route. Voluntarily entering the water or diving into the canals is also prohibited.

Failure to comply with the above rules and eligibility requirements entitles VWB to exclude the applicant from participating in the experience, without entitlement to a refund of amounts already paid up to the time of exclusion.

Article 5 Medical conditions and right to exclude from the experience

Any particular medical conditions, illnesses, injuries, use of life-saving medication and/or disabilities must be disclosed at the time of booking, so that VWB Staff can verify their compatibility with participation in the experience.

If the assessment has a negative outcome, or if the above conditions are disclosed only on the day scheduled for the experience, VWB may, at its sole discretion, refuse or suspend the applicant's participation for safety reasons.

Article 6 Prices

All prices are stated in euros (€) on www.venicewaterbike.com and are indicated as inclusive of VAT, where applicable.

Article 7 Payments

At the time of booking, full payment of the amount due for all Participants indicated in the booking is required and must be made using the electronic payment systems available on VWB's website.

Upon successful payment, Venice Water Bike will send the booking confirmation to the Customer at the email address provided during purchase, together with the relevant payment documentation in electronic format.

In the absence of full payment, the booking shall not be deemed accepted or binding on Venice Water Bike.

The service offered by VWB consists of a leisure activity with a specific date and time of performance; therefore, pursuant to Article 59 of the Consumer Code, the right of withdrawal provided for in Articles 52 et seq. of the same Code does not apply.

Article 8 Customer delay or failure to appear

The Participant must arrive at the Meeting Point at least 20 minutes before the indicated start time of the experience, in order to take part in the technical briefing with VWB Staff and receive the protective equipment.

In the event of delay and failure to take part in the briefing, the experience may begin without the Customer; VWB will treat this situation as a failure to appear.

In the event of failure to appear, the price paid for the water bike experience will be retained by VWB, without the Customer being entitled to any refund.

Article 9 Cancellation by Venice Water Bike

Venice Water Bike reserves the right to cancel the event for safety reasons, adverse weather conditions, force majeure or other events attributable neither to the Company nor to the Customer. In such a case, the Customer will be entitled to a full refund of the amount paid, unless the Customer prefers to leave the deposit in place for the booking of a new experience, agreeing a new date with VWB based on availability in the booking calendar.

VWB reserves the right to change, with or without notice, before and during the tour, the logistical arrangements and type of route according to the weather conditions, the Participants' abilities and level of preparation, or problems of another nature.

Article 10 Cancellations and refunds

In the circumstances governed by the preceding Article, the Customer will be entitled to a full refund of the price actually paid for the booking, without any penalty and without entitlement to further compensation, damages or reimbursement of incidental expenses incurred by the Customer, such as, by way of example, travel, food, accommodation or other services purchased separately.

The refund will be made without undue delay by crediting the same payment method used by the Customer for the original transaction; where this is not technically possible, VWB will proceed by bank transfer, unless it agrees a different refund method with the Customer, at no cost to the latter.

Where payment was made through the Stripe platform or another payment service provider enabled on the website, the refund will be issued through the same platform and credited to the payment method originally used by the Customer, within the technical time required by the banking network or payment service provider.

Article 11 Equipment, damage and liability

The Company takes particular care in maintaining the equipment (pedal boats and safety equipment).

The Participant must immediately report any anomaly identified during the experience.

In the event of damage attributable to improper or negligent use, the repair or replacement costs will be charged to the Participant who caused it or to their parent or guardian if the responsible party is a minor.

Article 12 Clothing and equipment provided

The Company provides Participants with life jackets and dry bags for small personal belongings (telephone and documents).

No changing rooms, showers or toilets are available.

We do not have offices or storage facilities.

Baggage cannot be deposited or left for safekeeping, and no safety deposit boxes are available.

VWB does not serve food or drinks. Customers are therefore advised to bring a small bottle of water.

Venice Water Bike does not provide clothing. The Customer must arrive wearing clothing suitable for the season and the activity to be carried out; comfortable sportswear is particularly recommended in every season of the year. With specific reference to the winter months, warm, windproof clothing suitable for the harsher weather conditions is recommended.

Unsuitable clothing that may compromise safety or decorum may preclude participation in the experience, at VWB's sole discretion, without entitlement to a refund of the amounts paid up to the time of exclusion.

It is strongly recommended that personal belongings be limited to those strictly necessary (for example, identity document, mobile phone and keys), in order to minimise the risk of loss, theft and/or accidental damage.

The Company accepts no liability for items left unattended by Participants near the check point.

Article 13 Participation by minors

Participation is also permitted for minors who have reached 16 years of age, provided they are accompanied by a parent or guardian who assumes responsibility for them. The adult undertakes to instruct the minor on the obligation to comply with and follow the directions of the Assistance Staff at all times and, during the experience, assumes responsibility for ensuring that the minor follows the directions given. The Assistance Staff may order the immediate exclusion from the experience of Participants who fail to comply with these rules, without entitlement to a refund.

Article 14 Conduct aboard the pedal boat during navigation and Participants' liability

VWB informs the Participant that the activity takes place in an environment characterised by the presence of vessels of every kind (public, private or service vessels) and fixed or mobile structures that may constitute an obstacle to navigation. Therefore, without prejudice to the obligations and prohibitions under Article 4 above, the Participant must also comply with the following requirements:

- remaining in single file behind the pedal boat of the Assistance Staff and following the indicated route are mandatory, unless different directions are given by VWB Staff during navigation;
- overtaking, travelling alongside other Participants or moving away from the group is prohibited. Each Participant must act prudently, observing safe distances and the rights of way established by the Navigation Code and local ordinances;
- discarding waste into the environment during the experience, as well as damaging or removing plants and local wildlife, is prohibited;
- the use of smartphones or other mobile devices suitable for audiovisual recording is permitted, but only with the utmost caution, provided that they are small and do not hinder navigation. The Assistance Staff may prohibit or immediately require the discontinuation of the use of such devices if the Customer's conduct is risky or contrary to the safety rules. The Company accepts no liability for damage to, loss of or dropping such devices into the water.

Venice Water Bike Staff may order the immediate exclusion from the experience of anyone who fails to comply with these rules, without entitlement to a refund.

Article 15 Lost property

The Company is not responsible for items lost or left unattended by Participants; any items found will be returned to their rightful owner, where possible.

Article 16 Privacy and data processing

Personal data collected for the booking and performance of the service will be processed in accordance with Regulation (EU) 2016/679 (GDPR). The full Privacy Notice concerning data processing is available on the website and must be accepted at the time of booking.

Article 17 Liability and related waiver

VWB informs the Participant that the experience involves risks including, by way of example and without limitation, the possibility of falls, impacts and accidental injuries, as well as the possibility of contracting infections through contact with the water and even drowning.

Before departure, each Participant must sign the specific paper waiver attached hereto, declaring that they are aware of the risks connected with the activity, are in suitable physical and mental condition and assume personal responsibility for their conduct during the experience.

A copy of the waiver form is available for consultation on www.venicewaterbike.com by clicking the WAIVER link in the footer; the document can also be downloaded in PDF format.

In the booking confirmation email, the Participant will receive the link for consulting and downloading the required documentation.

Participants are advised to arrive at the check point on the scheduled date of the experience with the waiver already completed in all parts except for the date and signature, which must be added in the presence of the Assistance Staff when the form is delivered.

Participation in the experience is subject to prior signature of the waiver. Refusal to deliver the signed waiver will be treated as the Customer's failure to appear, with the resulting application of Article 8 above.

Each Participant remains personally and fully liable for damage caused to third parties, persons or property, including other Participants in the experience, as well as for damage caused to Venice Water Bike equipment, arising from negligent conduct or failure to comply with Staff directions, without prejudice to the operation of the Company's insurance policies within the limits provided for therein.

Article 18 Language clause

In the event of any discrepancy or difference in interpretation between the Italian and English versions of the Terms and Conditions set out in these Rules, the Italian-language version shall prevail. The English translation is provided for information purposes only.

Article 19 Identity document

Before the Activity begins, VWB may require each Participant to produce a valid identity document in order to verify the identity of the person taking part in the Activity, the correspondence between the Participant and the data provided when booking, and that the booking is attributable to the person who made the purchase or to the persons named by that person.

Where necessary, VWB may also require a copy of each Participant's identity document to be sent or delivered exclusively for administrative, safety and identification purposes and/or for the activation, administration or any investigation relating to the insurance cover connected with the experience.

The Participant undertakes to provide true and complete personal details corresponding to the document produced; in the event of any discrepancy between the booking data and the Participant's identity, or if the requested document is not produced or a copy is not provided when necessary for the purposes referred to in the preceding paragraph, VWB may suspend or refuse participation in the experience pending the outcome of the checks it considers necessary.

Personal data contained in the identity document will be processed in compliance with the applicable personal data protection legislation and in accordance with the principles of lawfulness, data minimisation, relevance and storage limitation, for the time strictly necessary to pursue the purposes for which the data are collected.

Article 20 Applicable law and jurisdiction

These Terms and Conditions are governed by Italian law. For any dispute relating to the interpretation, validity, effectiveness and performance of these Rules, the Court of the consumer's place of residence or domicile shall have jurisdiction, pursuant to the Consumer Code (Legislative Decree No. 206/2005). Where the Participant does not qualify as a consumer, the Court of Venice shall have exclusive jurisdiction.