

## GENERAL TERMS AND CONDITIONS AZIENDA SPECIALE DOSSENA - VALID FROM 01/06/2022

### 1. INTRODUCTION

1.1 These General Terms and Conditions of Contract regulate the manner in which Azienda Speciale Dossena provides the Service to the Consumer and provide the due pre-contractual and contractual information to consumers both with regard to contracts concluded on the business premises of Azienda Speciale Dossena, and with regard to contracts concluded at a distance and in particular through the web site [www.visitdossena.it](http://www.visitdossena.it), or by email.

1.2 These General Terms and Conditions have been drawn up in compliance with Legislative Decree No. 206 of 6 September 2005 as amended by Legislative Decree No. 21 of 21 February 2014 (hereinafter referred to as the "Consumer Code") and with the E-Commerce legislation (Legislative Decree No. 70 of 9 April 2003).

### 2. GENERAL CONSUMER INFORMATION

2.1 The Service is provided by AZIENDA SPECIALE DOSSENA, with registered office in Via Chiesa 6 - 24010 Dossena, VAT no., tax code 04472700162, REA-BG-466202, in the person of its legal representative pro tempore (hereinafter ASD), tel. 0345 49443, e-mail address [aziendaspecialedossena@gmail.com](mailto:aziendaspecialedossena@gmail.com), PEC address [aziendaspecialedossena@pec.it](mailto:aziendaspecialedossena@pec.it).

2.2 The Service provided by ASD to which these General Contractual Conditions refer consists of the use of the attractions in the municipality of Dossena (hereinafter the "Service"). In particular:

- Tibetan bridge "Ponte nel Sole" (Bridge in the Sun): the bridge consists of metal ropes and steps for grated metal walkway and must be walked with the aid of special safety equipment consisting of a harness, longes and carabiners, provided by the staff before the start of the activity. The consumer who uses the Service is specially harnessed with the assistance of specialised staff using certified safety equipment and will be able to cross the 505-metre length in complete safety thanks to the continuous lifeline. The use of the bridge consists of a single execution of the entire route with the support and supervision of specialised staff (Acrobatic Park Instructors and Rescuers). The start of the Tibetan Bridge is located between Via Orobica and Via Don Pietro Rigoli, in the municipality of Dossena.

- Dossena Mines: this is a cultural route with guides to visit the ancient Dossena mines. Two levels of the galleries are accessible with the aid of special safety equipment consisting of a helmet (supplied on site) and suitable footwear (not supplied in the Service). The use of the park consists of a single visit to the open levels with the support and supervision of specialised staff (Acrobatic Park Instructors and Rescuers). The mines are located in Via Risorgimento, near the village mining area.

- Speleological park: this is a mix of an adventure park inside the Dossena mines and a simple ferrata, consisting of several passages: climbing walls, crossings over natural caves and artificial chimneys, a Tibetan bridge, suspended passages with two cables and a zipline. This route is equipped with a special 'lifeline', i.e. a safety system against falls from height. The Consumer who uses the Service is provided with a complete adventure park harness to be worn with the assistance of specialised staff; before accessing the route, the Consumer is informed and trained by the staff on the use of the protection devices and of the fall-prevention safety system in use in the park. The use of the park consists of one single execution of all the steps with the support and supervision of specialised staff (Acrobatic Park Instructors and Rescuers). The Speleological Park is located in Via Risorgimento, near the village mining area.

2.3 The use of the Service, for safety reasons, is subject to the unquestionable judgement of ASD, without prejudice to consumer rights arising from these General Terms and Conditions.

2.4 For the same security reasons, the use of the Service is also subject to certain physical limitations. In the absence of different indications by ASD on the website and/or in other information notices on site, the following limitations apply:

- Bridge in the Sun: a minimum height of 140 cm, a waistline between 60 and 120 cm and a minimum age of 12 years.

- Dossena mines: no restrictions.

- Speleological park: minimum height 140 cm, a waistline between 60 and 120 cm and a minimum age of 12 years.

In the event of different indications from ASDs, the most restrictive restrictions will apply.

2.5 The Service is understood to have been used by the Consumer in the event of its total or partial renunciation at the time of use for any reason whatsoever, and therefore no total or partial reimbursement will be due from ASD.

2.6 Reservations by minors shall not be accepted. For the minor consumer, bookings must be made by accompanying adults and will only be accepted if the minor will use the Service accompanied by the adult who assumes responsibility for him/her; the presentation of a self-declaration of assumption of responsibility is required (the form is available online at the time of booking, c/o the iNFOPOINT in Dossena, or c/o the reception point outside the mining complex).

2.7 The service provided by ASD constitutes an activity that can generate strong emotions; to perform the activity at height, people must be in good psychophysical shape, not be pregnant, have no heart problems, and not have taken alcohol, psychoactive substances, or drugs that limit one's lucidity.

N.B. The Service DOES NOT PROVIDE insurance cover through an ACCIDENT POLICY for people over 80 years of age; however, access to the facilities is also permitted for Consumers over 80.

2.8 The Service provided by ASD constitutes an activity for which sports clothing and footwear are required; furthermore, the use of gloves is recommended, while they are compulsory for the caving route. In particular, in order to use the "Ponte nel Sole" Service and the "Speleological Park", the Consumer is required to wear closed footwear with non-slip soles. ASD reserves the right to deny entry to its attractions to those who wear clothes and footwear that may in any way jeopardise the safe enjoyment of these attractions for themselves and/or other participants.

2.9 The Service provided by ASD includes the parking space in one of the parking areas indicated on the ticket under the heading "meeting point" and, if indicated during purchase on the website or on the digital ticket, the transport service by means of shuttle buses to the attraction.

2.10 In the absence of other indications from ASD at the time of booking, the essential time for arrival at the car park corresponds to the time chosen for your booking. For example, in the case of an entry confirmed for 10:00 a.m., it is necessary to arrive at the car park - at the location indicated on the ticket - no later than 10:00 a.m. If active, the shuttle bus service may take up to 30 minutes; the consumer is advised to also consider the above-mentioned timeframe for the correct calculation of the return time to the car park.

### 3. MODIFICATION/CANCELLATION OF THE SERVICE

3.1 ASD reserves the right to communicate (via SMS, telephone and/or email to the contact details communicated at the time of the reservation) to the Consumer the impossibility of providing the Service for the agreed date and time or the need to modify the agreed Service up to eighteen hours (18) prior to providing the Service even in the absence of force majeure. In this case, the Consumer will have the right to a voucher of an amount determined by ASD corresponding to the part of the Service that cannot be provided, or can reschedule the date and time of the Service and its content according to current availability; the Consumer must communicate their choice within forty-eight (48) hours from the time ASD communicates that it is not possible to provide the Service in the manner initially agreed. In any case, ASD will not be required to reimburse any travel, transportation, accommodation, etc. etc. expenses that the Consumer may have already incurred in relation to the provision of the Service subject to cancellation or modification.

3.2 ASD reserves the right, at its sole discretion, to modify the times and methods of provision of the Service, if due to force majeure causes, such as, for example, adverse weather conditions (rain or strong wind) and/or environmental situations and/or conditions of the systems and structures that do not allow the Service to be provided safely, even for limited periods of time during the day. In this case,

the Consumer will be entitled to a voucher of an amount determined by ASD corresponding to the part of the Service that cannot be provided, or to reschedule the date and time of the Service and its content according to availability at the time. In any case, ASD will not be required to reimburse any travel, transportation, accommodation, etc. etc. expenses that the Consumer may have already incurred in relation to the provision of the Service subject to cancellation or modification.

3.3 If, after the provision of part of the agreed Service, the remaining part of the Service cannot be provided even in the absence of force majeure, ASD will, where possible, arrange for alternative solutions, compatibly with technical and safety requirements, without any additional charge to the Consumer.

3.4 Should the Consumer wish to change the date and/or time of the previously purchased Service, it shall be possible to make such change, according to the procedures provided for each time on [www.visitdossena.it](http://www.visitdossena.it) website and on the basis of availability for the following six (6) months, exclusively within and no later than 2 (two) calendar days prior to the date initially purchased, under the following conditions: with payment of an additional handling fee of € 5.00 if the change is made between 2 (two) and 5 (five) calendar days prior to the date initially purchased, free of charge if the change is made more than 5 (five) calendar days prior to the date initially purchased. Furthermore, if the change provides for a higher price of the Service than originally purchased, the Consumer will be required to pay the difference to ASD at the time of the change request.

3.5 In the event that the Consumer does not present him-/herself at the check-in in Piazzale degli Alpini no. 1 (Infopoint) or at the reception point at the mines by the established time, ASD may not admit them to the Service, the respective ticket shall be considered to all intents and purposes to have been used and therefore cannot be refunded under any circumstances.

#### **4. CONSUMER OBLIGATIONS**

4.1 The Consumer must carry a valid identity document, depending on their nationality, and must show it upon request by ASD and its staff. In addition, the Consumer must present a printed or electronic copy of the booking made via the [www.visitdossena.it](http://www.visitdossena.it) website when checking in.

4.2 In addition, the Consumer shall behave in such a way that the safety and enjoyment of the Service by other Consumers is not jeopardised, and shall comply with the rules of normal prudence and diligence, with all instructions issued by ASD and its staff, and with the regulations and administrative or legislative provisions relating to public entertainment.

4.3 It is prohibited for the Consumer to use the Service while carrying goods, live animals, weapons, ammunition, explosives, inflammable, toxic or dangerous substances, as well as improperly secured audio/video devices that could cause harm to people below the bridge or below the speleological route.

4.4 The Consumer shall be liable for all damages that ASD incurs due to the failure to comply with the above-mentioned obligations. In particular, the Consumer will be liable for all damage caused to the facility, structures, furniture and equipment, for damage caused to other Consumers and third parties, as well as for all fines, penalties and expenses to which ASD is subjected by the competent authorities due to his/her actions.

4.5 The Consumer is obliged to provide ASD with all information necessary to enable it to fulfil its security obligations.

4.6 The Consumer shall comply with the instructions from time to time issued by ASD concerning the times of use of the Service and the check-in times.

4.7 When checking in, the Consumer must fill in any ASD forms with their own data, hand them over to the staff when requested to do so, or verbally provide the data required to activate the Service. The form will contain a reminder of these conditions and other instructions from ASD regarding the correct use of the Service. Finally, the Consumer will have to collect their own access ticket.

4.8 If the Consumer does not receive any email containing tickets and receipts within 2 hours of purchase, the same should check in the junk mail - promotions, or contact the DOSSENA INFOPOINT for any doubts or information at the email address: [visitdossena@gmail.com](mailto:visitdossena@gmail.com) or at the number 034549443.

#### **5. RESPONSIBILITIES OF AZIENDA SPECIALE DOSSENA**

5.1 ASD will be exempt from liability when the damage is caused by the Consumer's actions (including initiatives autonomously undertaken by the latter during the execution of the services attached to or connected with the Service) or by a third party who is not involved in the provision of the services envisaged in the contract, by unforeseeable circumstances, force majeure, including adverse weather conditions, or by circumstances that ASD could not, according to professional diligence, reasonably foresee or resolve.

5.2 The indemnification owed by ASD shall in no event exceed the indemnification allowance and limitations of such indemnities provided for by the applicable national regulations relating to the performance whose non-fulfilment caused the damage, if applicable.

#### **6. CONCLUSION OF THE CONTRACT**

6.1 The Consumer selects the type and quantity of Service they wish to purchase and the date and time available, or the type of Gift Card they wish to purchase. Gift Cards do not require the immediate selection of the date and time of the Service: when redeeming the Gift Card, the date selected for use must fall within a period of between 7 (seven) days after the date of purchase and no later than 12 (twelve) months from the date of purchase, otherwise the possibility of using the service will be lost and the consumer will not be able to request reimbursement.

6.2 For the online purchase, the Consumer declares the truthfulness and validity of the information provided also for the purpose of issuing the tax documents relating to the purchase.

6.3 Throughout the purchase process, a summary of the purchased Services and their costs is provided, as well as the possibility of viewing and obtaining a durable copy of these purchase conditions.

6.4 Upon conclusion of the contract the entire price of the Service booked, including VAT when applicable, shall be paid in a lump sum. If the contract is concluded through the VisitDossena website, payment must be made exclusively by credit card or similar form of electronic payment. In the event of conclusion of the contract at the ASD ticket office, payment may be made by credit card, debit card or cash.

6.5 All payment deadlines are to be regarded as essential, and therefore failure to pay the agreed amount in full constitutes a breach of contract leading to legal termination, without prejudice to compensation for further damages suffered by ASD.

6.6 The prices are inclusive of what is expressly stated in the description of the Service provided and detailed in the order summary shown and downloaded by the Consumer prior to confirmation of acceptance.

6.7 Once payment has been received, a confirmation and summary e-mail will be sent to the Consumer containing: the ticket detailing the Service purchased and the purchase receipt.

The purchase ticket does not constitute entitlement to use the Service and shall be delivered to the Consumer after payment of the amount due. In the case of the conclusion of the contract through the website of VisitDossena, delivery of the ticket and the receipt of payment will take place exclusively by electronic means (email or other similar form) and it will be the exclusive responsibility of the Consumer to make the print-out (also digital) to be shown to ASD and its operators during admission to the Service. In all cases, the Consumer will have to collect their admission ticket at the Dossena INFOPOINT located in Piazzale degli Alpini n.1, or at the reception point at the mines in order to enjoy the Service.

#### **7. RIGHT OF WITHDRAWAL**

7.1 Pursuant to Article 59 of the Consumer Code, withdrawal is excluded for services concerning leisure activities if the contract provides for a specific date or period of performance. Therefore, the Consumer may not exercise the right of withdrawal after the conclusion of the contract.

7.2 Without prejudice to the provisions of article 7.1 above, pursuant to article 3.4, ASD allows the Consumer to change the date indicated for the provision of the Service up to two (2) days prior to the execution of the Service with another date available within the following six (6) months.

#### **8. METHOD OF COMPLAINT**

8.1 The Consumer, under penalty of forfeiture, must report in writing (also by certified e-mail), in the form of a complaint, to ASD any non-conformities in the organisation or use of the Service, at the time of their occurrence or, if not immediately recognisable, within seven (7) working days from the date the Service is provided. ASD will promptly and in good faith examine the complaints presented, striving, where possible, for a prompt and fair amicable settlement of the same.

#### **9. JURISDICTION**

9.1 These General Terms and Conditions are governed by Italian law.

9.2 All disputes arising from these General Contractual Terms and Conditions, including those relating to their validity, interpretation, execution, and termination, shall be deferred to the exclusive jurisdiction of the Court of Bergamo.