



## General Terms and Conditions of Sale

### 1. OBJECT.

- a) Project Lifecycle B.V. offers you the services advertised on our website in accordance with that set forth in the following General Terms and Conditions of Sale (hereinafter referred to as the “General Terms and Conditions”). Hence, due to the mere fact of booking any of the services offered on our website you are understood to unreservedly accept the obligations set forth in these General Terms and Conditions.
- b) By following all of the steps involved in contracting the services and placing the purchase order you express your full and unreserved acceptance of each and every one of the General Terms and Conditions we have published at the specific time you access the website. As a result, you must carefully read the General Terms and Conditions every time you are about to request any of the services we offer on this website.
- c) Project Lifecycle B.V. takes full responsibility for all of the transactions from the website, including handling and dispute management, refunds, cancellations, and customer support. Day-to-day operations are managed by the Contractual Party.
- d) For Bamboo Bicycle Tours Myanmar, Culture Beyond (Yangon Food Tours) is the Contractual Party.

### 2. CONTRACTING SERVICES.

- a) Project Lifecycle B.V. offers a set of organised tours for people and groups, as stated in the “Tours” section of our website.
- b) The description of the service/tour on the website is intended to communicate a representative experience for the customer. The actual tour experience on any particular day may differ (i.e. tour route, sites visited, information given, etc.).
- c) Project Lifecycle B.V. makes an on-line booking mechanism available to you through which you can book tours provided by affiliated local operators in destination cities. So, when you book through our website, you enter into a direct and legally-binding contractual relationship with the partner you have contracted to provide the service (tour). From the time you make your booking, Project Lifecycle B.V. acts as an intermediary between you and the Contractual Partner. It passes on your booking details to the Contractual Partner and sends you a confirmation e-mail on behalf of the Contractual Partner.



## General Terms and Conditions of Sale

- d) You are responsible for the use you make of the services so you hold Project Lifecycle B.V. and Culture Beyond (Myanmar) harmless in relation to liability that arises from any damage that could be caused by any correct or incorrect use of the contracted service provided by Project Lifecycle B.V. or its 3rd party suppliers. Our services are only for personal use, not commercial use. Therefore, resale of the contracted services for any commercial or competing business is not permitted.

### 3. BOOKING POLICY

- a) Any booking made in your name or on your behalf will be considered as having been made by you yourself.
- b) The mere fact of making a booking does not imply that our Contractual Partner automatically accepts it. Instead, it will be considered to be a confirmed booking when Project Lifecycle B.V. or the Contractual Partner sends you an email confirmation of the booking. Bear in mind that the booking is always subject to availability as it may be that on the same day as the tour an event or occasion takes place in the tour's area, or any other unforeseeable event, act of God or force majeure takes place, which prevents or makes it inadvisable to carry out the tour, in which case Project Lifecycle B.V. and/or the Contractual Partner will be entitled to cancel the booking up until the very time the tour is to take place.
- c) Project Lifecycle B.V. reserves the right to cancel bookings made by people with whom there is a dispute regarding payment of a prior order or who are suspected of some kind of irregularity.
- d) It is recommended that booking of tours be made seven days in advance of the tour date.

### 4. PRICE AND PAYMENT TERMS

- a) The price of the services will be clearly set on the page on which it is shown, and the price published at the time the booking is made will apply.
- b) The price of the services will be paid directly to the Project Lifecycle B.V. via our website, unless otherwise indicated as a result of special discounts or conditions.



## General Terms and Conditions of Sale

### 5. PRIVACY POLICY

- a) Project Lifecycle B.V. hereby informs you of its personal data protection policy so that you may expressly, freely and voluntarily decide whether you wish to provide the personal data we request from you on the booking form on our website.
- b) We also inform you that the data you provide will be included in files owned and controlled by Project Lifecycle B.V., which will carry out computer processing in order to handle your request (which necessarily includes passing your details on to the partner with whom you contract the service we offer as intermediaries).
- c) We may also send you information about Project Lifecycle B.V. activities that may be of interest to you. By sending your data you are understood to expressly authorise Project Lifecycle B.V. to process your data for the above purposes, which includes commercial communications sent by e-mail.
- d) Unless otherwise stated, it is considered necessary to fill in all of the required data in the forms. If not all of the data considered necessary are provided then, depending on the case, Project Lifecycle B.V. may not process the request made.
- e) You must fill in the forms with true, exact, complete and up-to-date details and will be held liable for the damages that you cause by improperly filling in the forms with data that are false, inexact, incomplete or not up to date.
- f) Project Lifecycle B.V. has adopted the security levels for the protection of personal data required by the data protection legislation in force, putting the necessary technical and organisational measures in place to prevent loss, misuse, alteration, unauthorised access and other possible risks.
- g) Project Lifecycle B.V. likewise undertakes to meet its obligation to keep personal data secret and its obligation to hold them and will take all necessary measures to prevent their alteration, loss, processing or unauthorised access to them subject to the state of the art at any time.
- h) You may exercise the right of access, rectification, erasure and, as the case may be, objection by writing to Project Lifecycle B.V. via email ([info@project-lifecycle.org](mailto:info@project-lifecycle.org)). Proof of the user's identity must be provided.



## General Terms and Conditions of Sale

- i) If the company provides any kind of special service in which specific provisions other than these concerning data protection are stipulated, application of the specific rules for that service in particular will prevail over these in the event of any contradiction between them.
- j) Project Lifecycle B.V. reserves the right to modify this policy after previously informing users of the changes made thereto.

### 6. CANCELLATION & REFUND POLICY

- a) As a final user (consumer) when booking through our customer service or direct on the website, you are free to cancel your booking with no penalty up until 24 hours prior to the tour departure.
- b) Project Lifecycle B.V. and its partners will not cancel any tours that are deemed operable as a result of normal weather conditions in the area local to the tours. Normal weather can include conditions such as rain, heat, wind, minor flooding, etc. that is common to the affected area.
- c) When making a booking for a tour that needs to be pre-paid (this will be indicated on the website), customers will be entitled to a FULL refund if they cancel their booking more than 24 hours in advance of their tour departure time.

### 7. APPLICABLE LAW AND JURISDICTION

- a) The construction and enforcement of these general terms and conditions of sale shall be governed by Dutch law. The courts of the Netherlands are the only competent courts to hear any dispute of any nature or problem arising from the formalisation, enforcement or construction of any contract of sale entered into by Project Lifecycle B.V. and a customer, provided it is not considered a consumer, as defined in the law currently in force concerning the defence of consumers and users. The User states that he/she has read, is aware of and accepts these conditions in their entirety.
- b) Project Lifecycle B.V. is the owner of this website.

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