

Travel conditions

Dear English-speaking customer,

the following translation of our travel conditions serves solely the purposes of a better understanding. Legally, only the German version is decisive.

1. Services

The services that are agreed by contract by eBike-Touring ("Tour Operator") arise solely from the declarations, tour descriptions as well as the price and service offers. The routing might differ on the tour date for objective reasons (like building measures, road blockings, and redirections) without touching the services.

Not included in the tour price are all other services like meals and drinks or entrance fees if they are not mentioned explicitly in the service description.

2. Conclusion of the Travel Agreement

By reservation of a tour, the Traveller makes a binding offer to the Tour Operator to conclude a travel agreement. The reservation has to be done in written form or by electronic means (e-mail, internet). The client of the booking who books for fellow participants is responsible for all contractual obligations of booked guests just like his own, provided that he has accepted this obligation by an explicit and separate declaration.

The contract is concluded if the Tour Operator has confirmed the acceptance of the order. This confirmation does not require any particular form. During or immediately after the contract is made the Traveller receives a written confirmation and the bill. If the contents of the declaration acceptance differ from the contents of the reservation, the travel agreement does not become effective and a new offer has been made by the Tour Operator to which he is bound for the duration of ten days. The contract becomes binding on the basis of this new offer if the Traveller accepts it by explicit declaration within the period of commitment.

3. Conditions of payment

For long-term bookings, the travel fee is due and payable on the account of the Tour Operator within 14 days after the invoice has been received by the Traveller. For short-term bookings (less than 7 days before the tour), the travel fee can also be paid in cash before the start of the tour by the Traveller. For closed tours, other conditions of payment can be agreed by contract.

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4. Tour cancellation by the Tour Operator

The Tour Operator has the right to cancel the tour contract before the beginning of the tour or during the tour in the following cases:

a) Without meeting a deadline

if the Traveller does not fulfill the physical requirements or if his equipment is not suitable for the specific tour or if he seriously disrupts the tour despite warnings by the Tour Operator or breaches the terms of the contract to such an extent that immediate termination of the contract is justified. In case of termination by the Tour Operator, he remains entitled to the entire travel fee, but has to accept a set off of any cost saved as well as any advantages obtained from making other use of travel services, including amounts credited by service providers. Additional costs for the return transport have to be paid by the disturber.

b) Up to 14 days before the tour

if the minimum number of participants mentioned in the catalogue or travel confirmation is not attained. If it is apparent at an earlier time that the minimum number of participants cannot be attained, the Tour Operator will inform the Traveller. The customer has the choice to attend nevertheless. Additional costs according to the duration of the tour will be charged by the Tour Operator (€ 5.00 per tour hour, maximum € 25.00).

c) Force majeure

The tours do not take place at strong rain, windstorm, ice, or other dangers. In these cases, eBike-Touring will contact the customer and will offer alternative tour dates. In case of a cancellation by eBike-Touring, the full tour price will be refunded.

5. Rescission through the Traveller / Re-booking / Substitute participant

5.1 The Traveller may withdraw from the Travel Agreement at any time before the tour begins by written notification of withdrawal to eBike-Touring.

In the case that the Traveller terminates the Travel Agreement or does not participate in the relevant tour, the Tour Operator is entitled to claim a reasonable compensation for the travel preparations made and for its efforts expanded. Such compensations will be calculated after taking expenses saved usually and a usually feasible other use of travel services into account.

In case of withdrawal, eBike-Touring is entitled to charge the following lump-sum rescission fees:

- 30 days and more before the beginning of the tour: free of charge
- from 29th to 15th day before the beginning of the tour: 30 %
- from 14th to 7th day before the beginning of the tour: 50 %
- from 6th to one day before the beginning of the tour: 75 %
- at the arrival day and non-participation: 95 %.

The Traveller is in any case entitled to provide evidence that any or less costs have incurred in relation to the withdrawal than the lump-sum rescission fee.

Rescission fees also have to be paid if the Traveller is not arriving on time at the meeting point of the tour.

5.2 Re-bookings

Re-bookings have to be made by written agreement between the Traveller and eBike-Touring and are only possible if enough E-bikes are available at the new date. A re-booking fee of 10% of the tour price, minimum € 5.00 will be charged in any case.

5.3 Up to the beginning of the tour, the Traveller can name a substitute participant with the same rights and duties according to the Travel Agreement. The Tour Operator can refuse the substitute participant if he does not meet the specific requirements or if there are conflicts with statutory provisions or official directives. If a substitute enters the Travel Agreement, he and the original Traveller are liable as joint debtors for the travel price and additional costs due to the entry of the substitute participant. A handling fee of 10% of the tour price, minimum € 5.00 will be charged in any case.

5.4 If the Traveller does not make use of certain travel services for reasons of premature return from the tour or other reasons (e.g. illness), no claim for proportionate refund can be made. We will try to seek reimbursements for saved expenditures from the relevant operator.

6. Liabilities, claims

Every Traveller participates at his own risk at the tours. He is responsible for the compliance with regulations that are affected.

The liability of the Tour Operator for any damages which are not body damages, is limited to the triple travel fee. The Tour Operator is only liable for any accidents or damages if they are caused by willful misconduct or gross negligence, but not if they are caused by other participants or third parties. The Tour Operator is not liable for default of performances or damages in relation to performances of third parties only arranged by him if these are expressly marked as third party services in the tour descriptions and the participation fee is not included in the tour price, but has to be paid separately and individually by the Traveller.

eBike-Touring is liable if the Traveller suffers damages as a result of a failure on the part of the Tour Operator to fulfil its obligation to inform, explain or organize.

7. Exclusion and limitation of claims

7.1 Claims due to non-contractual provision of travel services must be enforced within a month after the termination of the tour. The enforcement can solely be made against the Tour Operator in due time only to the address mentioned below. After the expiration of the time limit the Traveller may only assert claims if he was prevented from its observance independent of negligence.

7.2 Claims of the customer according to §§ 651c to f BGB (German Civil code) from damages arising from death, injuries of the body or health prescribe after two years if they are based on a contractual or negligent breach of duty of the Tour Operator or of his legal representatives or assistants. This time limit also applies for claims of the compensation of other damages if they are based on an intentional or grossly negligent breach of duty of the Tour Operator or of his legal representatives or assistants. All other claims according to §§ 651c to f BGB prescribe after one year.

7.3 The limitation of claims starts at the day that follows the day the tour ends as per contract.

7.4 If there are negotiations on claims or their factual basis between the Traveller and the Tour Operator, the statute of limitation is suspended until the Traveller or the Tour Operator refuses the prosecution of negotiations. At the earliest, the limitation becomes valid three months after the end of the suspension.

8. Miscellaneous

The indications concerning physical requirements, average speed and duration of the tour are made to the best of knowledge, but without engagement because they are subjective assessments and can be strongly affected by external influences.

The routing will be arranged according to actual conditions, management requirements and safety regulations and might be amended during the tour. Safety arrangements will be explained and have to be followed imperatively.

9. Generalities

General errors as well as literal or calculation errors stay excepted.

10. Invalidity of individual provisions

Ineffectiveness of individual provisions of these Terms and Conditions does not affect the effectiveness of the remaining provisions.

11. Jurisdiction

11.1 The entire legal and contractual relationship between the Traveller and the Tour Operator shall solely be governed by German laws. This applies also for all legal relations.

11.2 The Traveller can sue the Tour Operator only at its principal place of business. For claims of the Tour Operator against the Traveller the Traveller's place of residence is decisive, unless the claim is directed against a merchant or persons having their place of residence or common whereabouts abroad after the conclusion of the contract or having an unknown place of residence or unknown common whereabouts at the time of bringing up the claim. In these cases the legal venue of the Tour Operator is decisive.

11.3 The foregoing provisions do not apply if there are to the Travel Agreement applicable, not mandatory regulations in the member state of the EU the traveller belongs to, that are more favourable for the Traveller than the regulations mentioned above, or the equivalent German legislation.

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