

Terms and conditions AGB's

These terms and conditions, which you agree to by booking your trip, govern the contractual relationship between you as traveler and us as tour operator. The terms and conditions supplement Paragraph 651 and those following in the German BGB (Bürgerliches Gesetzbuch) that govern travel contract law. Please read all of the following terms and conditions carefully.

1. Making a booking

To make a booking, you must complete our booking form which is available on our website (www.go-alps.com). You can register by mail or fax. You can register one additional participant, your contract encompasses the contractual responsibilities for all the participants you registered. By registering, you are offering us a binding travel contract. The contract is finalized through our confirmation. Any additional arrangements or changes to the set contract must be made in writing.

2. Payment

A deposit in the amount of 15 % of the total trip price is due at the finalization of the contract. With the deposit and the finalization of the contract, you will receive an insurance notice (only available in German) protecting you, as required by German law, from insolvency of the tour operator. The remainder of the payment is due four weeks before the start of the trip.

3. Services

The foundation upon which the trip is organized is the description of the services, which is available in the brochure, in official pamphlets and on our website, and confirmed in your travel contract. Alterations that become necessary after the finalization of the contract and that are made in good faith are permitted if they are not substantial, and do not change the overall character of the trip. We guarantee no liability for information in the brochures of our partners or in our own brochure, even if we issued them.

4. Trip Cancellation by ALPS Biketours

If the minimum number of participants required for a trip is not met (8 persons per tour), we reserve the right to cancel it. The decision about whether the trip will take place or not will be made as early as possible, the latest four weeks before the beginning of the trip. In case of trip cancellation, all payments you have made will be fully refunded. There can be no additional claims made against us. As the tour operator, we have the right to cancel the tour if the trip is jeopardized, made difficult, or impaired due to an act of God.

5. Trip Cancellation and Changes in Reservations by Customers

a. You can withdraw from the travel contract up until the beginning of the trip. Your cancellation is valid when your written notification reaches us.

Our cancellation fees are:

- more than 30 days prior to beginning of the trip: 15% of the trip price
- 29 – 22 days prior to beginning of the trip: 30 % of the trip price
- 21 – 15 days prior to beginning of the trip: 50 % of the trip price
- less than 14 days prior to beginning: 75 % of the trip price
- 3 days prior to beginning or no show: 95 % of the trip price

If you miss the start of the trip or are prevented from traveling due to incomplete travel documents, this will be considered as a cancellation. Reservation changes are handled the same way as cancellations. For changing your reservation, we will charge 30 € changing fee. Cancellation and reservation change fees are due immediately.

b. The legal right of the customer to find a substitute participant remains unaffected by the above conditions, §651b BGB.

6. Liability

We are liable within the scope of a merchant's duty of care for diligent trip preparation, careful selection and supervision of participating agencies, accuracy of service and activity descriptions, and standard provision of the services agreed upon.

Our liability for damages other than personal injury is limited to three times the cost of the trip, provided the damages are neither intentional nor due to gross negligence. This limitation is still in effect if we are responsible for the damage due to the fault of a service provider. If we are solely procurers of foreign services, we are liable only for proper procurement, not for the services.

Scratches on luggage, torn luggage handles, and damaged wheels are excluded from any liability. Upon delivery of luggage at the accommodation facilities, the liability is transferred according to § 701 BGB to the officer of the accommodations. Services that were not made use of will not be reimbursed.

7. Participation

A vacation that involves exercise and physical activity requires greater commitment than a conventional package tour. It is your duty to make certain that you are up to the physical challenges of such a trip. It is important that you meet the requirement of the level for the trip that you booked.

If the customer does not meet the requirement physically or mentally, ALPS Biketours GmbH is entitled to exclude the customer partly or completely from the travel program. In this case the tour operator reserves the right to keep the full trip price. You bear sole responsibility for adhering to all legal regulations at home and abroad, particularly regulations about travel documents and cross-border trade. When traveling across the exterior borders of the EU, your luggage must remain unlocked, to facilitate passage through customs. If problems with the procurement of the services occur, you are required to help within the scope of legal regulations, in order to avoid potential damages or keep them at a minimum and report any complaints to us immediately.

8. Duty of Care

During the duration of the trip, you are liable for damage to or loss of bicycles and any equipment entrusted to you. For guided tours, this is only valid if you have separated yourself from the group, have disobeyed instructions from the tour guides, or caused the damage or loss intentionally, through negligence or gross negligence.

9. Warrantee

You can demand redress if the trip services are not rendered according to the contract. This can be solved by us providing compensation of equal or greater value. In the case of disproportionate effort, corrective action can be denied. For the period in which the services that have not been rendered according to contract, you can request a reduction in travel price after your return. The precondition for this is the immediate notification of our deficiencies or those of our tour guides, so that we have the opportunity to find a remedy. Tour guides are not authorized to recognize claims. Independent of a reduction in travel price, you can demand compensation due to non-compliance with the travel contract, unless we are not responsible for the defect.

10. Limitation of claim

Claims must be made in writing within one month of the contractual end of the trip. The statute of limitation for claims based on the contract expires six months after the contractual end of the trip. The statute of limitations for all claims of civil offence expires three years after the end of the trip.

11. Data Protection

For all information in connection with the handling of personal data, the organizer refers to its separate privacy policy www.go-alps.com/privacy-policy.

If you have any questions regarding the collection, processing or use of your personal data, for information, correction, blocking or deletion of data as well as revocation of any consent given or objection to a specific use of data, please contact datenschutz@go-alps.de.

12. Travel Protection

We urge you to consider effecting a travel cancellation cost insurance. Before the trip, please also find out about your medical and accident insurance and about luggage insurance or travel liability insurance, if necessary.

13. Severability Clause

The nullification of individual clauses in the travel contract or the travel terms does not result in the nullification of the entire contract or the travel terms.

14. Court of Jurisdiction

The court of jurisdiction is Munich, Germany.

15. Tour Operator

ALPS Biketours GmbH, Fraunhofer Str. 11A, D-80469 München, Fon: 0049 (0) 89/125036830, Fax: 0049 (0)89125036831, E-Mail: info@go-alps.de, www.go-alps.com

All Prices are inclusive insolvency insurance. The insurance is: R+V Allgemeine Versicherung AG, Taunusstr. 1, 65193 Wiesbaden.

Valid from February 2019