



## Legal and travel conditions Toeffreisen AG

### General contract and travel conditions Toeffreisen AG

These General Terms and Conditions of Contract and Travel are an integral part of the contract between TOEFFREISEN AG and the tour participant(s) (hereinafter referred to as "Customer"). Unless otherwise agreed in writing, the mutual rights and obligations of the contractual participants are governed by these General Terms and Conditions of Contract and Travel. The General Terms and Conditions of Contract and Travel of the responsible company apply to all arranged trips and services of third party providers.

#### 1. Registration

A contract is concluded between the customer and TOEFFREISEN AG through written registration, or from the issue of the confirmation/invoice in the case of verbal registration. We recommend that you read the following terms of contract carefully.

#### 2. Prices

##### 2.1 Processing and consulting fees, handling fee

For all bookings, rebookings and cancellations, TOEFFREISEN AG charges a handling fee of CHF 100/person. In case of cancellation, these fees will not be refunded. For bookings of guided tours or individual trips with at least two services, TOEFFREISEN AG does not charge a handling fee. In the case of offers, TOEFFREISEN AG charges a consulting fee depending on the amount of work involved, which is credited to the tour price in the case of a booking. In the case of accepted offers, TOEFFREISEN AG charges a handling fee of CHF 500/invoice (up to a travel value of CHF 10,000), or CHF 1,000/invoice in the case of a higher travel value, which covers any advance services. TOEFFREISEN AG will make the booking of the ordered services after receipt of payment

##### 2.2 Price increases

Prices may be increased in the event of subsequent price increases by transport companies (e.g. fuel surcharges), newly introduced or increased taxes or charges (e.g. airport taxes), changes in exchange rates, value added taxes and the like. Price changes will be charged on the basis of the actual additional costs incurred, plus processing fees. If the price increase is more than 10%, the customer is entitled to withdraw from the contract within five days.

##### 2.3 Price in foreign currencies

Prices which are listed in foreign currencies will be converted at the fixed rate (daily rate) when the trip is confirmed.

##### 2.4 Terms of payment

After receipt of the registration and confirmation of the booked trip or service, a deposit of 30% of the trip price is due within 10 days after receipt of the invoice. The remaining balance is due 60 days before the start of the trip. For airline tickets, 100% of the total airfare as per the invoice is due immediately. Bank transfers and cash payments in CHF and EUR are accepted. REKA is only accepted by arrangement and up to a maximum of CHF 500. TOEFFREISEN AG will provide the travel documents in good time before the trip, but at the earliest after receipt of full payment. If an offer for an individual trip is accepted, TOEFFREISEN AG reserves the right to charge a handling fee according to point 2.1. This fee is to be paid after acceptance of the offer.

### 3. Rebooking or cancellation

#### 3.1 Rebooking

A rebooking must be made by writing.

#### 3.2 Cancellation

Cancellations must be made in writing. The date of receipt of the written cancellation shall apply as the cut-off date. In case of cancellation or rebooking, a handling fee will be charged. These fees will also be charged for changes (e.g. name changes, other travel dates, etc.). Exceptions are special cancellation conditions, which are specifically mentioned in connection with individual products. The handling fee is not covered by any insurance and must be paid by the customer in any case. After the start of the cancellation periods, the conditions according to section 3.2.1 apply.

#### 3.2.1. Cancellation costs

For guided tours, if no special cancellation conditions are published in the program description or on the offer/invoice, the following cancellation conditions apply plus a handling fee of CHF 100/person:

up to 90 days before departure 0%

89-60 days before departure 30%

59-30 days before departure 60%

from 29 days before departure 100%

If the trip is not taken (no show), this is considered a cancellation on the day of departure.

For individual bookings, if no special cancellation conditions are published on the offer/invoice, the following cancellation conditions apply plus a cancellation fee of CHF 100/person.

up to 60 days before departure 30%

59-30 days before departure 60%

from 29 days before departure 100%

If the trip is not taken (no show), this is considered a cancellation on the day of departure.

For flights, ferries, trains and rental vehicles, the cancellation conditions of the respective providers apply.

#### 3.2.2 Cancellation protection

TOEFFREISEN AG recommends that you take out cancellation insurance. In the event of a cancellation, the premium for the cancellation costs insurance remains due. If the customer chooses not to take out insurance, he/she thereby confirms that he/she has private insurance coverage. The general conditions on the insurance certificate must be observed.

#### 3.3 Cancellation by TOEFFREISEN AG

It is at the discretion of TOEFFREISEN AG not to carry out trips due to insufficient participation, strikes, riots, force majeure etc.. In this case, the customer will be refunded the amount paid, minus any expenses, and the handling fee. If the trip is cancelled, TOEFFREISEN AG will reimburse the customer for the expenses saved. Processing fees will not be refunded. There is no further claim against TOEFFREISEN AG.

#### 3.4 Substitute person

If the customer has to cancel the trip, a substitute person can take his place, provided that this is also possible from the other tariff partners (flight, ship, etc.). The substitute person must be prepared to take over the travel arrangement under the conditions agreed with the withdrawing customer.

#### 3.5 Trip cancellation

If the customer terminates the trip prematurely for any reason, he is not entitled to a refund of the travel price and the unused services.

#### 3.6 No Show

If the customer does not show up for the departure or the departure flight or shows up too late, no refund of the price can be given. If the customer misses the return flight, another return flight must be booked at the customer's own expense. This applies especially in case of flight schedule changes. The customer is obliged to confirm the return flight times 48 hours before the return flight with the tour guide or directly with the airline.

### 4. Insurances

No insurances are included in the package price, unless they are detailed in the confirmation. It is the client's responsibility to check if he/she is sufficiently insured (cancellation, health, accident, material transport or other insurance).

### 5. Rental motorcycles

The Lessee undertakes to treat the vehicle with care at all times and to use it only for purposes for which it is actually suitable. The Lessee is further obliged to comply with laws and traffic regulations and to follow the instructions of the tour leader. In case of violation of the rental conditions, the tour leader is entitled to confiscate the vehicle and exclude the renter from the tour.

Claims for reimbursement of the tour and rental price or claims for damages against TOEFFREISEN AG do not arise. Should the vehicle suffer damage during a tour, which cannot be easily repaired on site, the renter has no claim to reimbursement of the tour and rental price, regardless of whether the renter is responsible for the damage or it occurred through no fault of his own.

If a booked or damaged model, for whatever reason, can not be provided, the Lessor is entitled to provide the Lessee with an equivalent replacement motorcycle or a motorcycle of the higher class without additional costs. The Lessor shall decide on the equivalence. The respective replacement motorcycle may be from another manufacturer with different equipment. In principle, the rider/renter is responsible for compliance with all legal provisions and the rental conditions of the lessor.

In principle, each motorcycle rental contract is concluded between the lessor and the renter. TOEFFREISEN AG as a tour operator only takes the function of an intermediary. This also applies if a rental vehicle is included in the tour price for a guided tour.

## **6. weather conditions and route**

Due to current weather conditions TOEFFREISEN AG reserves the right to change the tour route, accommodations and other services as necessary. TOEFFREISEN AG is not responsible for bad weather conditions affecting the tour, in this respect the participant is not entitled to a refund of the tour and rental price.

## **7 Passport, Visa, Vaccinations**

The customer is responsible for compliance with individual passport, ID, visa and vaccination requirements, as well as for carrying a driver's license and all necessary travel documents. TOEFFREISEN AG assumes no liability if a customer cannot be transported due to improper travel documents. There is no right to reimbursement.

## **8 Liability**

### **8.1 General**

The liability of TOEFFREISEN AG is in any case limited to the amount of the agreed travel price and includes only the direct damage.

### **8.2 Liability, exclusion**

TOEFFREISEN AG is not liable to the customer if the non-fulfillment or improper fulfillment of the contract is due to the customer's negligence, force majeure or events that TOEFFREISEN AG or a service provider could not foresee or avert despite all due care. TOEFFREISEN AG is therefore not liable for changes in the travel program that are due to strikes, riots, weather conditions, official measures, delays by third parties, etc. It is strongly advised to take possible delays into account when planning your trip.

### **8.3 Personal injury**

TOEFFREISEN AG does not assume any liability for personal injuries of the client(s) (death or bodily injury) and any financial damages for the duration of the entire trip. This applies in particular to cases of liability that occur in connection with the use of one's own or another's vehicle (motorcycle, car) or sports equipment.

### **8.4 Valuables, means of payment, documents**

TOEFFREISEN AG expressly draws the customer's attention to the fact that the customer is responsible for the safekeeping of valuables, cash, jewelry, credit cards, photographic and video equipment, identity cards, etc. The customer is responsible for the safekeeping of these items. In the hotels, these items must be kept in the safe. Under no circumstances may items be left unattended in an unguarded escort vehicle, etc. or anywhere else. TOEFFREISEN AG is not liable in the event of theft, loss, damage, etc.

### **8.5 Local events**

Outside of the agreed travel program, local events or excursions may be booked during the trip. It is not excluded that such events and excursions are associated with risks (special heat, required physical constitution). It is the responsibility of the customer to participate in such an event or activity. TOEFFREISEN AG is not liable for the correct fulfillment of these contracts, or in case of damage.

## **9. complaints**

If the services provided do not correspond to the invitation to tender or if the services are otherwise significantly deficient, this must be immediately brought to the attention of the tour guide or the service company that was to provide these services, on the spot. If this does not lead to a solution, the customer is obliged to demand a written confirmation from the representative or the service company concerned, which records the complaint and its content. Complaints must be received in writing by TOEFFREISEN AG no later than two weeks after the return trip, otherwise any claim for damages will be forfeited.

## **10. program changes**

### **10.1 General**

TOEFFREISEN AG reserves the right, also in the interest of the customer, to change programs or individual agreed services, e.g. accommodation, type of transport and means of transport etc., if circumstances so require.

### **10.2 Delays and cancellations**

In the event of delays by carriers, regardless of the reason, TOEFFREISEN AG assumes no liability for damages, such as loss of wages, additional hotel nights, meals, etc. The passenger is responsible for all consequential costs. Likewise, in the event of flight cancellations by the airline, the passenger is responsible for the consequential costs.

## **11. safeguarding of customer monies**

With the entry into force of the Federal Law on Package Travel, customer monies are secured within the scope of this law.

## **12. applicable law and place of jurisdiction**

In the relationship between the customer and TOEFFREISEN AG, Swiss law is exclusively applicable.

The place of jurisdiction is Belp/BE.

## **13 Ombudsman**

Prior to any legal dispute, the customer should contact the independent ombudsman for the travel industry. The ombudsman strives to reach a fair and balanced settlement in any kind of problem. Address: Swiss Travel Industry Ombudsman, P.O. Box, 8038 Zurich.

## **14. waiver of liability**

By registering for the trip, the customer expressly agrees to the following statement:

I am fully aware of the dangers of motorcycling. Participation in the trip is at my own risk. I agree that neither TOEFFREISEN AG nor its service providers and vicarious agents can be held liable for personal injury, property damage or financial loss of any kind, as well as other occurring disruptions that are due to force majeure. I am aware that TOEFFREISEN AG is also not liable for the misconduct of other group participants. I undertake to observe the traffic regulations in force in the individual countries, to comply with the rules of the group trip and not to harm people or nature through my behavior. I am basically healthy, meet the requirements that a motorcycle tour demands of me and have a valid driving license. I am responsible for wearing sufficient protective clothing. for wearing sufficient protective clothing.

## **15. privacy policy**

Please note our privacy policy on our homepage.

The prices include the statutory value added tax for the domestic part. Status: October 05, 2022