

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 Price increases

In the event of subsequent price increases by transport companies (e.g. fuel surcharges), newly introduced or increased duties or fees (e.g. airport taxes), changes in exchange rates, value-added taxes and the like, we may raise our prices. Price changes will be calculated on the basis of the additional costs actually incurred by us, plus processing costs. If the price increase is more than 10%, you are entitled to withdraw from the contract within five days.

2.2 Prices in foreign currencies

Prices, which are listed in foreign currencies, will be converted at the fixed rate (daily rate) upon confirmation of the trip.

2.3 Terms of payment

After receipt of the registration and confirmation of the booked trip or service, a deposit of 30% of the package price is due within 10 days after receipt of the invoice. For flight tickets of scheduled flights, 100% of the total airfare as per invoice is due immediately. The remaining balance is due 60 days before the start of the trip. The travel documents will be sent approx. 10 days before departure, but in any case only after receipt of the full payment.

3. Rebooking or cancellation

3.1 Rebooking

A rebooking must be made in writing.

3.2 Cancellation

Cancellations must be made in writing and by registered mail. The date of receipt of the written cancellation shall be considered the effective date.

In the event of cancellation or rebooking, a consulting fee and processing fee will be charged. Consulting fees according to expenditure.

We also charge these fees for rebooking and changes (e.g. change of name, other travel date etc.). Excluded are special cancellation conditions, which are specifically mentioned in connection with individual products. The handling, cancellation or consulting fee is not covered by any insurance and must be paid by you in any case. After the beginning of the cancellation periods, the conditions according to section 3.2.1 apply.

3.2.1 Cancellation costs

As far as no special cancellation regulations are published in the program description or on the offer/invoice, the following cancellation regulations apply in each case plus processing fee:

Until 60 days before departure 20%

59 -30 days before departure 50%

29 - 8 days before departure 70%

From 7 days before departure 100%

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

Scheduled flights: For these flights (PEX/APEX, group and special fares) the cancellation conditions of the corresponding airlines and fare classes apply.

3.2.2 Cancellation protection

If you have not yet concluded a cancellation costs insurance policy, we recommend that you take out one with TOEFFREISEN AG. Cancellation insurance covers the following risk: Cancellation costs if a booked trip has to be cancelled due to accident, illness or death of a participant, their spouse, children, siblings, parents, parents-in-law or a travel companion booked for the trip together. In the event of cancellation, the fee for the cancellation costs insurance remains due. Please note the general conditions on the insurance certificate.

3.3 Cancellation by TOEFFREISEN AG

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

3.4 Substitute person

If the customer has to cancel the journey, a substitute person can take the place of the customer, 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 Cancellation of travel

If the customer should prematurely break off the journey for any reason, he/she has no right to a refund of the travel price and the services not used.

3.6 No Show

If you do not arrive or arrive late for departure or departure, no refund can be given. If you miss the return flight, you must book another return flight at your own expense. This applies in particular in the event of changes to the flight schedule. You are obliged to confirm the return flight times with the tour leader or directly with the airline 48 hours before your return flight.

4. Insurance

The all-inclusive price does not include any insurance unless this is detailed in the confirmation. We kindly ask the customer to check if he is sufficiently insured (cancellation, health, accident, transport or other insurance. Applications enclosed).

5. Rental motorcycles

The renter undertakes to always treat the vehicle with care and to use it only for purposes for which it is actually suitable. The renter is further obliged to observe laws and traffic regulations and to follow the instructions of the tour guide. In case of violation of the rental conditions, the tour guide is entitled to confiscate the vehicle and exclude the renter from the tour. This does not give rise to any claims for reimbursement of the tour and rental price or claims for damages against TOEFFREISEN AG. If the vehicle suffers damage during a tour that cannot be easily repaired on site, the renter has no right to a refund of the travel and rental price, regardless of whether the damage was caused by the renter or not.

If a booked or damaged model cannot be provided, for whatever reason, the lessor is entitled to provide you with an equivalent replacement motorcycle or a motorcycle of a higher class at no extra cost. The lessor decides on the equivalence. The respective replacement motorcycle may be from another manufacturer with different equipment. In principle, the driver/renter is responsible for compliance with all legal regulations and the rental conditions of the rental company.

In principle, every motorcycle rental contract is concluded between the lessor and the renter. The tour operator only acts as an agent. This also applies if a rental vehicle is included in the tour price of a guided tour.

6. Weather conditions and route

Due to current weather conditions TOEFFREISEN AG reserves the right to change the tour route, accommodation and other services as necessary. TOEFFREISEN AG is not responsible for bad weather conditions that influence the tour, in this respect the participant has no right to a refund of the tour and rental price.

7. Passport, visa, vaccinations

The customer is responsible for the compliance with the individual passport, visa and vaccination regulations. Upon registration, the customer will receive the necessary and current information from TOEFFREISEN AG. We cannot accept any liability if a customer cannot be transported due to the regulations of not having the appropriate travel documents. In this case you have no right to a refund.

8. Liability

8.1 General information

Our liability is in any case limited to the amount of the agreed travel price and covers only the direct damage.

8.2 Liability, exclusion

TOEFFREISEN AG is not liable to the customer if the non-fulfilment or improper fulfilment of the contract is due to negligence on the part of the customer, force majeure or events which TOEFFREISEN AG or a service provider could not foresee or prevent despite all due care. TOEFFREISEN AG is therefore not liable for changes in the travel programme due to strikes, unrest, weather conditions, official measures, delays by third parties etc. We strongly advise you to take possible delays into account when planning your trip.

8.3 Personal injury

TOEFFREISEN AG accepts no liability whatsoever for personal injury to the traveller (death or bodily injury) and any financial losses 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 a third party's vehicle (motorcycle, car) or sports equipment.

8.4 Valuables, means of payment, documents

We expressly draw your attention to the fact that you yourself are responsible for the safe storage of valuables, cash, jewellery, credit cards, photographic and video equipment, identity cards, etc. - In the hotels, these items must be kept in the safe. Under no circumstances may you leave these items in the unguarded escort vehicle etc. or anywhere else unattended. We are not liable for theft, loss, damage etc.

8.5 Local events

Outside the agreed travel programme, local events or excursions may be booked during the trip. It is not excluded that such events and excursions are associated with risks (particular heat, required physical constitution). It is your own responsibility whether you participate in such events and excursions. We are not liable for the correct fulfilment of these contracts or in case of damages.

9. Complaints

If the services provided do not comply with our advertisement or if they are otherwise significantly insufficient, you must immediately inform the tour guide or the service company that was to provide these services on site. If your intervention does not lead to a solution, you are obliged to demand written confirmation from the representative or the service company concerned, which will record your complaint and its content. You must submit your complaints in writing to TOEFFREISEN AG no later than two weeks after your return journey, otherwise all claims 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 programmes or individual agreed services, e.g. accommodation, mode of transport and means of transport etc., if circumstances require it.

10.2 Delays and cancellations

In the event of delays by transport companies, for whatever reason, we cannot accept any liability for damages, such as loss of wages, additional hotel accommodation, meals etc. Similarly, in the event of cancellation of flights by the airline, the passenger must bear the consequential costs.

11. Securing of customer funds

With the entry into force of the Federal Act on Package Travel, customer funds are guaranteed within the framework of this Act.

12 Applicable law and place of jurisdiction

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

Place of jurisdiction is Belp/BE.

13. Ombudsman

Before taking legal action, you should contact the independent ombudsman for the travel industry. The ombudsman will seek to reach a fair and balanced settlement of 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 declaration:

I am fully aware of the dangers of motorcycle riding. Participation in the trip is at my own risk. I agree that neither TOEFFREISEN AG nor its service providers and agents can be held liable for personal injury, property damage and financial losses of any kind as well as other occurring disturbances caused by force majeure. I am aware that TOEFFREISEN AG is also not liable for the misconduct of other group participants. I undertake to observe the applicable traffic regulations of the individual states, to comply with the rules of the group tour and not to harm people or nature through my behaviour. I am basically healthy, meet the requirements a motorcycle tour places on me and have a valid driving licence. I am responsible for wearing sufficient protective clothing.

15. Privacy policy

Please note our privacy policy on our homepage.

The prices include 7.7 % value added tax for the domestic part.

Status: 27.05.2021

CUSTOMER MONEY PROTECTION (STS)

TOEFFREISEN AG is a member of Swiss Travel Security, an independent foundation established by STAR. As a result, its clients' money is fully secured. Because your security is important to us!

For detailed information, simply click on the following link: www.star.ch



This symbol gives you security!

Your destination is fixed. Now you want to make sure that your return journey does not fall through.

It vouches for:

- Guarantee of the paid travel money and the return journey in case of insolvency of the organizer
- individual, personal advice
- respectable, reliable contract partners

HEALTH / VACCINATIONS (SAFETRAVEL)

Are vaccinations mandatory? What do we have to consider for our health?

Under Safetravel you will find lots of medical information about your destination country.

www.safetravel.ch

Also ask your family doctor!

VISA, SECURITY AND TRAVEL INFORMATION (EDA)

Can we travel without hesitation? Do we need a visa?

The Federal Department of Foreign Affairs (FDFA) provides useful information for your travel planning.

www.eda.admin.ch