



BOOKING CONDITIONS

Please read these booking conditions carefully. They form an important part of your contract.

1. Introduction

1.1 These are the booking conditions of Casa Bicletta / Cycle Austria

2. Reservation of the tour program

2.1 With the booking of the tour program the participant enters a binding agreement and accepts the booking conditions set forth by Casa Bicletta / Cycle Austria.

2.2 Casa Bicletta / Cycle Austria is solely responsible for the implementation and provision of the tour package offered. Hotel bookings, whether with the designated partner hotels or other accommodations, are the responsibility of the tour participant. Casa Bicletta / Cycle Austria is not a travel agency or broker and undertakes no responsibility or insurance relating to hotel availability and hotel bookings.

2.3 The booking of the tour program may be made orally, in writing or be made electronically. Casa Bicletta / Cycle Austria will confirm the reservation electronically (via email). Once a booking is confirmed, it is binding.

2.4 By making a booking, you promise that you and every person in your party are 18 years old or over and/or that you possess the legal capacity and authority to make the booking. You accept these booking conditions on behalf of everyone in your party. You are in any event responsible for all actions and omissions of each person in your party.

3. Payment

- 3.1 The cost of the tour becomes due upon the receipt of the participant' booking request by Casa Bicicletta / Cycle Austria. Payment is via Paypal, or any other payment method specified by us.

4. Changes or Cancellations by the participant

- 4.1 The customer is entitled to cancel or change their booking at any point prior to the start date of the tour program.
- 4.2 Should the customer cancel, Casa Bicicletta / Cycle Austria loses claim to the tour price as initially stated. Instead, Casa Bicicletta / Cycle Austria, to the extent that the withdrawal is through no fault of theirs, or a case of force majeure, is entitled to adequate compensation. The compensation is based on the date of receipt of the withdrawal and is graded as follows:
- Until 42nd day prior to departure: 25%
 - Until 21st day prior to departure: 50%
 - Until 3rd day before departure: 75%
 - From 2nd day prior to departure: 90%

In the event of non-arrival of a participant, Casa Bicicletta / Cycle Austria is entitled to the full tour price as initially stated.

- 4.3 The tour participant, in place of cancellation, may instead nominate a substitute participant at no additional cost.

5. Unused services

- 5.1 If the participant does not take advantage of any or all of the individual elements of the tour package, they are not entitled to a rebate or a refund of the tour price.

6. Disclaimer

- 6.1 You acknowledge that there are dangers, risks and hazards inherent in any cycling tour activity, and that you participate in any organised tour at your own risk. Whilst we offer guidance to help you determine if our tours are appropriate for you, it is ultimately your responsibility to assess whether you possess a sufficient level of fitness and cycling ability to participate and also whether your own equipment is suitable. We accept no responsibility if any of the foregoing prove inadequate or if you otherwise choose to abandon the tour (unless we were at fault) and no refund or compensation will be available.

7. Behaviour

- 7.1 You must wear cycle helmets and comply with any safety guidelines set out on our website or which we or our agents otherwise notify to you. You must observe and respect local traffic laws. Tours will be taking place on roads open to public traffic.
- 7.2 You agree to comply with any reasonable requests by us or our representatives during the trip.
- 7.3 You undertake that during the tour you will:
- 7.3.1 conduct yourself in a manner that does not put at risk your own safety or that of others;
 - 7.3.2 not engage in any abusive, threatening, drunken, antisocial, disruptive or other inappropriate behaviour or conduct yourself in manner likely to cause danger, distress or annoyance to others, and
 - 7.3.3 comply with any rules or regulations of hotels or other venues used on the trip.
 - 7.3.4 not discard rubbish on the routes

You acknowledge that, if you fail to comply with the above, we may require you to leave the tour without refund or compensation.

- 7.4 You are responsible for complying with immigration, passport and visa requirements.
- 7.5 We hope that you have an enjoyable holiday. However, if you do have any problems or complaints, they should be notified to us immediately. In any event any complaints should be sent to us no later than 14 days after the end of the trip.

8. Bike rentals

- 8.1 All bike rentals must be reserved, and full payment must be made, before the start of your tour.
- 8.2 The bike will be inspected in your presence as it is handed over to you. You must ensure that any damage, scratches etc. are noted prior to your taking custody of the bike.
- 8.3 During the rental period, the bike remains our property.
- 8.4 You undertake not to misuse the bike and return it to us in the same condition as it was delivered to you (normal wear and tear excepted). We are entitled to charge you a reasonable sum if you fail to comply.
- 8.5 During the rental period, we will use reasonable endeavours to replace or fix any defects, unless the problem was created by your misuse of the bike.
- 8.6 You must take reasonable care of the bike during the rental period and you must secure it properly. If the bike is stolen or lost, we are entitled to charge you the amount of the manufacturer's recommended retail price of the bike, less the amount paid for rental.
- 8.7 We recommend that you ensure that your travel insurance covers you for these eventualities

9. Liability

- 9.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.
- 9.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 9.3 We shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
 - 9.3.1 there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - 9.3.2 such loss or damage is not a reasonably foreseeable result of any such breach;
 - 9.3.3 such loss or damage is caused by you, for example by not complying with this agreement; or
 - 9.3.4 such loss or damage relates to a business.
- 9.4 You will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).

10. “Act of God”

- 10.1 Neither you nor we are liable for failure to perform or delay in performing any obligation (excluding payment) under this agreement if the failure or delay is caused by any circumstances beyond your or our reasonable control including events such as war, riot civil strife, terrorist activity, industrial dispute, natural or nuclear disaster or adverse weather conditions.
- 10.2 In the event of the cancellation of more than 2 days of any tour program due to unsafe weather conditions, the participant may be entitled to a rebate on a future Casa Bicletta / Cycle Austria tour booking as set out on the Casa Bicletta / Cycle Austria website.

11. Austrian law

- 11.1 These terms and conditions shall be governed by Austrian law and any disputes will be decided only by the courts of Austria.

12. General

- 12.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (ie that it can’t be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce any term of this agreement except insofar as expressly stated otherwise.