

# General terms and conditions - Bike Academy Davos GmbH

## 1. Registration

The customer's registration for an offer from Bike Academy Davos GmbH is considered a binding application. The contractual relationship between Bike Academy Davos GmbH and the customer is established by the registration confirmation of the organizer. In the case of bookings for more than one person, the person making the booking shall be the contracting party.

## 2. Terms of payment

Payment for the booked offer is made via the Bike Academy Davos GmbH booking platform. Private courses can also be paid on site in cash or by debit and credit card.

## 3. Services and Costs

The prices are per person in Swiss francs (CHF). The services of the Bike Academy Davos GmbH are listed in the respective offer.

## 4. Liability and compensation for damages

The Bike Academy Davos GmbH makes every effort to ensure the greatest possible safety for participants. However, tours in nature and especially in alpine terrain are always associated with risks. By registering, the customer expressly acknowledges these risks and waives any claims for damages or other claims against Bike Academy Davos GmbH in the event of the occurrence of such risks.

## 5. Insurance

The offers do not include insurance cover. Participants are strongly advised to take out comprehensive cancellation and accident insurance, including mountain risks and rescue costs. Liability insurance is obligatory for all participants in courses and tours at the Bike Academy Davos GmbH. Participants must insure their property (bike, equipment) privately.

## 6. Cancellation

### 6.1 Cancellation by the participant

#### 6.1.1 One day tours

We reserve the right to charge a processing fee for cancellations of day tours at short notice (less than 48 hours). In case of non-appearance 100% will be charged.

#### 6.1.2 For multi-day tour

The customer can withdraw from the event at any time before the tour begins.

The cancellation must be made in writing. Deadline for all cancellations is the date of receipt of the cancellation notification by us. The following lump sums of the total price must be paid for services rendered in advance:

- Up to 30 days before departure: free of charge
- 30 to 15 days before departure: 60 % of the booking amount
- 14 to 0 days before departure: 100 % of the booking amount

The participant can provide a substitute person until the event, who will take over the rights and duties in their place and who must notify the organizer in advance. The organizer may object to the entry of this third party if the latter does not meet the special requirements. If the event is broken off, there is no claim to reimbursement of services not rendered.

### 6.2 Cancellation by the organizer

If the Bike Academy Davos GmbH has to cancel or break off an event for important organizational or personnel reasons, the participant is entitled to a refund of all services not rendered, less cancellation fees. Further claims are excluded. If a participant is unable to meet the requirements of the tour or another event due to a wrong assessment of his or her performance or health, the organizer may withdraw from the contract without notice.

### 6.3 Cancellation of the tour by the participant

A participant who leaves the tour prematurely - for whatever reason - has no right to a refund of the price paid by him/her.

### 6.4 Third party services

The general contractual and travel conditions of the respective service provider apply. These will be announced at the time of booking.

## 7. Special costs


If special costs arise during the mountain bike tour, these are at the expense of the participant and are to be paid immediately on site to the respective claimant. Should the Bike Academy Davos GmbH make an advance payment in order to meet an acute emergency, any sums disbursed must be reimbursed to the Bike Academy Davos GmbH immediately after the end of the Bike Tour.



**BIKE  
ACADEMY**

Bahnhofstrasse 8  
7260 Davos Dorf  
T +41 81 420 72 20

info@bike-academy.ch  
bike-academy.ch



## 8. Event

It is absolutely mandatory to wear a helmet! At the beginning and during the event, the guide is entitled to exclude a participant from the event at any time, without any right to compensation, if he or she clearly does not appear to be up to the expected requirements or if he or she has not met his or her payment obligations on time or if, despite a warning, he or she permanently disrupts the execution of the event. The participant is responsible for the journey himself. The organizer retains the right to the prize.

## 9. Change of program

Courses and tours are generally held according to the announcement. However, the organizer reserves the right to make short-term changes to the program during the tour for special reasons, such as precarious weather conditions, whereby the organizer will endeavor to offer an equivalent substitute service. Any additional or reduced costs will be invoiced or refunded to the participant.

## 10. Complaint

Complaints during an event must be made in writing on site. However, the guide of the event is not authorized to acknowledge claims. Claims must be made in writing to the organizer with a 30-day notice period after the end of the event. We reserve the right to make changes to program services and prices as well as the justification of errors and of printing and calculating fields.

The organizer can make use of the exclusion of a participant in the interest of the group or if the feasibility of the tour is at risk.

## 11. Photo material

Film and image material created on the tours (on which participants are depicted) may be used and published by Bike Academy Davos GmbH for advertising campaigns, in online media and travel reports without further inquiry.

## 12. Website

The information on the website is constantly checked and updated. In spite of all care, data may have changed in between. Therefore, no liability or guarantee can be assumed for the topicality, correctness and completeness of the information provided. The same applies to all other websites referred to by hyperlink. The owner of this website is not responsible for the content of websites that are reached via such a link.

## 13. Place of jurisdiction

This contract is subject to Swiss law. Exclusive place of jurisdiction is Davos Dorf (GR).

Status: Davos Dorf, February 2020



**BIKE  
ACADEMY**

Bahnhofstrasse 8  
7260 Davos Dorf  
T +41 81 420 72 20

info@bike-academy.ch  
bike-academy.ch