

# General Terms and Conditions

**We ask you to read these terms and conditions carefully and thank you for the confidence you place in us.**

## 1. Conclusion of the Travel Contract

1.1. Based on the booking request, ECC Radsportreisen (hereinafter referred to as "ECC") creates an individual offer for the customer. With the acceptance of the offer by the customer, which can take place in writing, orally, by telephone or electronically (Internet / E-Mail), the booking becomes binding, and a travel contract is concluded based on the description of the journey as well as these General Terms and Conditions.

1.2. The booking is made by the customer for all participants listed in the booking inquiry. The applicant is responsible for the contractual obligations of all persons indicated in the booking inquiry including his own.

## 2. Payment

2.1. After conclusion of the contract and receipt of the booking confirmation, a deposit of at least 20 % of the travel price is due. The final payment must be made in full and unsolicited, no later than 28 days before the start of the journey, if it is clear that the journey will take place and can no longer be canceled for the reasons stated in Section 7.1. For journeys where the travel date is less than 28 days in the future, the entire travel price must be paid immediately. If the due travel price is not paid despite a reminder and a reasonable deadline, ECC is entitled to withdraw from the contract and to charge the customer with the cancellation costs listed in Section 5.1.

2.2. The payment shall be made by bank transfer to the account specified in the booking confirmation stating the corresponding invoice and/or customer number as mentioned in the booking confirmation. Any payment and transaction costs are at the expense of the customer.

2.3. ECC meets the credit criteria of R+V Allgemeine Versicherung AG, Wiesbaden. All payments are insured according to German law at R+V. The customer receives the corresponding certificate together with the travel documents.

## 3. Included Services

The scope of the contractually owed services results from the travel description and the individual booking confirmation/invoice. Divergent statements or promises made by intermediary travel agencies, third-party brochures or other third-party information are not valid. If an individual journey has been planned on request of the customer, the obligations of ECC results exclusively from the

corresponding offer and the respective booking confirmation/invoice.

## 4. Changes of services and prices

4.1. ECC reserves the right, for materially justifiable, substantial and unpredictable reasons, to make changes to the travel description before concluding the contract.

4.2. Changes to specific travel services that become necessary after conclusion of the contract and that were not caused by ECC shall be permitted provided that the changes are not significant and do not affect the overall layout of the booked trip. In the event of changes due to force majeure or delays and defaults of third parties, ECC is not liable. If for a reason that ECC is not responsible for (bad weather or similar), a certain route is not passable or even a whole tour must be canceled, then ECC cannot be held responsible. The customer has no right to claim any reimbursement in these cases.

4.3. ECC waives the right to adjust the travel price after the conclusion of the contract under the conditions specified in § 651f of the German Civil Code (BGB). The traveler is also not entitled to a reduction in the travel price.

4.4. In the event of a significant change in an essential travel service, the traveler is entitled to withdraw from the travel contract free of charge or to request participation in a trip of at least equivalent value, if ECC is able to offer the traveler such a trip at no extra cost. The customer must assert these rights against ECC immediately after receiving the information about the change in travel services.

## 5. Cancellation by the customer, rebooking, replacement persons

5.1. The customer can withdraw from the trip at any time prior to departure. Decisive is the receipt of the declaration of withdrawal at ECC. The withdrawal should be declared in writing. If the customer withdraws from the travel contract, ECC may demand a reasonable compensation for expenses and travel arrangements made. The amount of the compensation shall be based on the travel price minus the value of the expenses usually saved by ECC and what ECC may acquire through the alternative use of the travel services. ECC can calculate this claim specifically or as a lump sum. Lump-sum compensation (as a percentage of the travel price) can be charged as follows:

- until the 30th day before departure 20 %
- from the 29th to the 15th day before departure 30 %
- from the 14th to the 8th day before departure 50 %
- from the 7th day before departure 75 %

- 90 % on the day of departure and in case of no-show

The customer is free to prove that ECC did not incur damage at all or only at a substantially lower level than the lump sum. ECC may require a specific calculated compensation on a case-by-case basis if ECC can prove that the actual expenses were substantially higher than expenses than the applicable lump sum.

5.2. The traveler has no legal right for rebooking. If, on request of the customer, rebookings are made after booking by way of goodwill, a fee of € 50,00 per rebooking procedure will be charged. Rebookings are only possible until the 35th day before departure. Thereafter, rebooking is possible only after prior withdrawal from the travel contract under the aforementioned conditions and simultaneous new booking by the customer. The customer can prove at any time that no or only a lesser damage than the above lump sum has arisen due to the rebooking.

5.3. Until the start of the journey, the traveler may provide a substitute who, in his place, enters into the rights and obligations of the travel contract and which he must first notify ECC. ECC may deny the entry of this third party if it does not meet the special travel requirements or if its participation is precluded by statutory regulations or official orders. If a substitute replaces the registered participant, ECC is entitled to demand compensation of up to € 50,00 per person for the expenses incurred by the substitute. The substitute entering the contract and the original traveler shall both be liable to ECC as joint and several debtors for the travel price and all additional costs arising from the entry of the third party.

## 6. Unused services

If the traveler does not make use of individual travel services that ECC has duly offered, for reasons for which the traveler is responsible (e.g. illness), the customer shall not be entitled to a pro-rata refund of the travel price. However, ECC pays back expenses saved to the customer without acknowledgment of any legal obligation, insofar as they have actually been reimbursed to them by the individual service providers.

## 7. Resignation and termination by ECC

7.1. ECC may withdraw from the travel contract if the minimum number of participants (MNP) is not reached, if it has explicitly mentioned and quantified the MNP in the respective travel description and specified the time at which the traveler must have received the relevant declaration prior to commencement of the journey. Furthermore, the MNP must have been indicated in the booking confirmation. A withdrawal from ECC must be declared to the customer no later than

28 days before the agreed start of the journey. Payments that already have been made will be refunded to the customer immediately.

7.2. If the traveler, despite a corresponding warning by ECC persistently disturbs or behaves in such a way that his participation until the end of the journey is not acceptable, ECC is entitled to charge the full travel price, less the value of saved expenditures. Any additional costs for the return transport shall be borne by the disturber himself.

#### **8. Termination due to force majeure**

If the journey is made considerably more difficult, endangered or impaired as a result of an unforeseeable force majeure upon conclusion of the contract, both ECC and the customer may terminate the contract. The legal consequences follow from the applicable law (§ 651j BGB, § 651e Paragraph 3 S. 1 and 2, Paragraph 4 S. 1 BGB). In this case ECC is entitled for a reasonable compensation for services provided or to be provided.

#### **9. Obligations of the customer, remedy, deadline before termination of the customer**

9.1. The customer must report any deficiencies immediately to the tour guide or at the telephone number listed below and ask for remedy within a reasonable period of time. If the customer culpably omits to indicate a deficiency, a reduction in the travel price will not be accepted. ECC can refuse the remedy if it requires a disproportionate effort. ECC may also remedy the situation by providing an equivalent or better substitute service.

9.2. If a trip is significantly impaired as a result of a deficiency and ECC does not remedy this within a reasonable time limit set by the customer for remedial action, the customer may terminate the travel contract. This should be done in writing. The determination of a deadline by the customer is not necessary only if the remedy is impossible or is refused by ECC or if the immediate termination of the contract is justified by a special interest of the customer.

#### **10. Limitation of liability**

The contractual liability of ECC for damages, which are not physical damages, is limited per journey and customer to three times the travel price, as far as a damage of the traveler has not been caused by ECC neither deliberately or grossly negligently or if ECC is responsible for a damage caused alone by the fault of a Service provider. ECC shall be liable for property damage up to € 4.100,00 for all claims for damages against tortious acts which are not based on intent or gross negligence. If the triple travel price exceeds this sum, the liability of ECC for damage to property is limited to the amount of the triple travel price per trip and customer.

#### **11. Obligations to cooperate and liability for bicycles**

11.1. The customer must check before

the trip, if necessary, with the help of expert medical advice, whether the participation in sports and other holiday activities is possible and recommendable considering his respective physical condition.

11.2. Cycling holidays are active holidays and the participant practices his sport at his own risk. For accidents and physical injuries resulting from the practice of cycling, ECC is under no circumstances liable, even if riding in a group with a group guide. The participant is responsible for compliance with traffic regulations, even in the case of group trips. An accident insurance is recommended. Wearing a helmet is mandatory on all tours.

11.3. The customer is obliged to cooperate in the event of service deficiencies in accordance with the statutory provisions on the obligation to cooperate, and to avoid any possible damage or to minimize it.

11.4. The participant is responsible for the care and control of his own as well as the rented bike during the tour. He expressly agrees to use a functioning and roadworthy bike. Any defects restricting the ability to ride, especially in case of a rented bicycle, must be reported to the tour guide immediately.

11.5. The customer should have a bicycle insurance for the own bike, which also insures the bicycle against theft abroad.

11.6. For rental bikes, our rental terms and conditions apply (please see [Rental Terms and Conditions](#)).

11.7. With regard to the travel documents, the customer must inform ECC immediately if he does not receive the necessary travel documents and information on time or if the documents contain false information regarding the customer's data.

#### **12. Notice periods, exclusion of claims and statute of limitations**

Travel contractual warranty claims must be asserted to ECC within one month of the contractual termination of the journey. It is recommended to do this in writing. After expiry of the one-month period, the traveler can only assert claims if he has been prevented from doing so within the deadline through no fault of his own. Claims under §§ 651c to 651f of German BGB are time-barred in the event of material and financial loss in one year. The limitation period begins on the day on which the trip should end according to the travel contract. If there is a dispute between the customer and ECC about the claim or the circumstances giving rise to the claim, the limitation period is suspended until the traveler or ECC refuses to continue the negotiations.

#### **13. Passport and visa requirements, health regulations**

The traveler has to check carefully the passport and visa information provided by ECC in catalogs, on the website and/or travel documents and inform himself about visa and health regulations applicable in his case. The traveler is responsible for the observance of all

important regulations for the realization of the journey. All disadvantages, in particular the payment of cancellation fees, which arise from the non-compliance with these regulations are at the expense of the customer.

#### **14. Insurance**

There is no insurance provided by ECC neither against accident nor against illness. ECC strongly recommends the traveler to sign a travel insurance policy which covers all typical risks.

#### **15. Other terms and agreements**

15.1. The invalidity of any regulation of this contract does not result in the invalidity of the entire travel contract. German law applies exclusively to the entire contract and the legal relationship between ECC and the customer. If the customer is a merchant or legal entity of private or public law or a person who has his domicile or habitual residence abroad, the place of jurisdiction is at ECC headquarters in Bremen, Germany. The original text of these Terms and Conditions is in German. In case of translation errors or unintentional differences between the different language versions, the general sense of the original Terms and Regulations in German language ([Allgemeine Reise- und Vertragsbedingungen](#)) shall apply.

15.2. Data protection: The personal data provided by the traveler is processed and used electronically, as far as it is necessary for the establishment, execution and termination of the travel contract with the customer and for customer service. ECC complies with the regulations of the German and European Data Protection Law regarding the collection, processing and use of personal data. The customer may at any time ask ECC to retrieve the stored data, to have them modified or deleted. With a message to ECC, the customer may object to the use or processing of his personal data for advertising, market research or opinion research purposes. ECC does not hand over any personal information to third parties.

15.3. The customer agrees that all photos and videos taken during the journey by ECC may be used free of charge for advertising purposes (printed and online). If the customer does not wish this, he informs ECC in writing.

#### **16. Remarks**

In addition to the regulations of these terms and conditions, please note that we always endeavor to act as unbureaucratically as possible and taking into account the interests of our guests. In case of any incident we try to find a fair and satisfactory solution for all parties involved.

**Tour operator/Contact:**

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