

General Terms and Conditions DEL POZO CYCLING

1. Contract

The contract with **DEL POZO CYCLING** comes into effect with the booking confirmation/invoice, which is usually sent to the contract partner by email. The contract partner / invoice recipient is liable for all obligations of the participants on the same invoice. Please make sure that all data and travelling dates on the invoice are correct, we are not liable for any errors.

2. Payment

Payment of the complete invoice amount is due 30 days prior to arrival. Delayed payment can result in cancellation of already confirmed reservations. Air fares are usually payable directly to the air carrier or air travel agency. If, for reasons of short notice bookings or speeding up the booking process **DEL POZO CYCLING** has prepaid tickets on behalf of the contract partner, the air fares are payable on receipt of the invoice.

3. Services and prices

Our services and prices are described on our website www.delpmc.com and specified for each individual contract in the booking confirmation and invoice. We are not liable for any typing or calculation errors.

4. Change of contracted services

Minor variations of contracted services that become necessary after the contract has come into effect, for reasons that are not under our control, are permitted as far as they are reasonably acceptable for both parties. We will inform our contract partners accordingly as soon as we become aware of any variations.

5. Cancellation of contract

You may cancel the contract anytime before commencement of your booked journey. To prevent any misunderstandings, you should give us written notice. If you do not show up, we take that as a cancellation. If you choose to cancel or not to show up, we may claim compensation for all costs incurred in preparing for your participation. Cancellation costs amount to: from day 30 through to 16 days prior to commencement 10% of the contract price, from day 15 through to 8 days prior to commencement 70%, from day 7 onwards 90%. Cancellation of flights is subject to the terms of the respective air carrier. We recommend taking out a cancellation insurance policy when booking the flight.

6. Change of reservation, substitutes

You may name a substitute for your booked hotel accommodation and cycling package (but not flights) anytime before commencement of the journey, free of charge. For changes of travelling dates, destination, hotel, carriage, destination or arrival airport after booking, we charge a fee of € 25,- per each invoice. Change of flight reservations is subject to the terms of the respective air carrier.

7. Non-utilization of contracted services

If you choose not to or are unable to utilize contracted services due to sickness, midterm cancellation etc. you may not claim partial reimbursement. However, we will gladly transfer any reimbursements that we receive from the hotel to your account, as a gesture of goodwill.

8. Cancellation by DEL POZO CYCLING

If a minimum number of participants were specified by **DEL POZO CYCLING** in the advertisement of a particular arrangement, we may cancel if we fail to achieve the minimum number of bookings required. In such a case, we will announce the cancellation without delay after the deadline set for applications, or no later than 2 weeks before commencement. Any payments or prepayments will be refunded promptly. If an arrangement should be endangered, hindered or impaired by any unforeseeable risks or acts of God (force majeure) the contract may be cancelled by both parties.

9. Liability of DEL POZO CYCLING

Within the diligence of a prudent businessman we are liable for careful arrangement, preparation, selection and inspection of third party services, the correct and true description of advertised services and the adequate provision of contractual services, in consideration of legal regulations at the respective destinations. Our liability for indemnity claims is limited to the total contract price, unless the damage is a result of gross negligence. The burden of proof of such gross negligence lies with the client. Indemnity claims arising from the cycling package are limited with € 50,-. We are not liable for third party services such as hotel accommodation, flights, car rentals, excursions etc. Air travel is subject to international terms and regulations governing the liability of airlines. At no time does **DEL POZO CYCLING** take responsibility for the loss or damage of baggage and/or bicycles belonging to clients, whether loss or damage occurs during transportation by airlines, by ourselves or during races or rides undertaken.

10. Liability of the client – client's bike/property - rental bikes – group rides

It is the client's obligation to check the function and condition of their own bike and equipment and/or any rental bike provided by **DEL POZO CYCLING**, at the time when the bike is handed over. In case of damage or loss of a rental bike during the rental time, as specified in the rental contract, the client is fully liable. The participation in our training program and group rides is carried out at the client's own risk. A helmet must be worn at all times during all rides, as required by Spanish law. **DEL POZO CYCLING** disclaims liability for any accidents, injuries or material damage incurred or caused by the client exercising his sport, regardless whether the incident happens during a group ride or when the client is riding alone or at any time during the client's participation in any event organized by **DEL POZO CYCLING**. It is each client's or participant's own responsibility to adhere to local traffic rules and regulations. **DEL POZO CYCLING** guides cannot be made responsible for client's failure to do so, even if they violate such laws themselves.

11. Complaints

Should there arise any reason for complaint, **DEL POZO CYCLING** must be informed immediately, to be able to take corrective action in due time.

12. Limitation period, ban of assignment

The limitation period for liability claims of the client or participant vis a vis **DEL POZO CYCLING**, regardless out of which title they may arise, ends one year after the return date specified in the contract. Liability claims must be brought to our attention in writing within 30 days after the return date. The assignment of claims to third parties is prohibited.

13. Passport, visa and health related regulations

The client is responsible for adhering to any passport, visa or health related regulations at the destination. Should there arise any problems for reasons of non compliance of the client, with any such rules and regulations at the destination port of entry, the participant may not cancel the contract free of charge. The participant will be liable to pay compensation as detailed in paragraph 5 above.

14. Jurisdiction, court of law

The contractual and legal relationship between **DEL POZO CYCLING** and its clients, regardless of whether they are seated in Austria or abroad, is subject to Austrian jurisdiction. The court of law is Vienna, Austria the legal domicile of **DEL POZO CYCLING**. The ineffectiveness of any terms specified in the above paragraphs shall not compromise the validity of other terms in these General Terms and Conditions

Contract partner = the person to whom the contract is addressed

Participants = all persons named on the contract or advised as substitutes

Clients = anyone participating in any activity organised by **DEL POZO CYCLING**