

Contract BASEL BY BIKE

§ 1 Scope of contract

The following general terms and conditions (hereinafter referred to as GTC) apply to all services offered by BASEL BY BIKE, Neutalweg 8, 4203 Grellingen (hereinafter referred to as BASEL BY BIKE). With your booking you accept these conditions.

§ 2 Contractual relationships

BASEL BY BIKE acts as a provider of guided bike tours. The contract is concluded between the participant and BASEL BY BIKE. The contract is concluded by the signature of the participant on disclaimer of liability.

§ 3 Services

The scope of the contractual services results from the tour description on the website or flyer, as well as from the individual agreement with the participants. Our tour guides are free to change the route. As a result, the tours may differ. Duration and distance are always approximate. Unless otherwise agreed, the minimum number of participants is 2 persons per tour.

§ 4 Prices

Unless otherwise agreed, the prices shown on the website or flyer apply for guided bicycle tours of approximately 2 – 2.5 hours.

Adults	50 CHF / 50 Euro
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Children up to (incl.) 16 years	25 CHF / 25 Euro
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With your own bike:

Adults	40 CHF / 40 Euro
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Children up to (incl.) 16 years	20 CHF / 20 Euro
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§ 5 Payment

Payment is usually by bank transfer or cash before tour start. BASEL BY BIKE has the right to refuse service provision in case of late payment.

§ 6 Cancellation, withdrawal, rebooking

BASEL BY BIKE always strives to meet its tour dates. If a tour has to be cancelled due to exceptional circumstances (such as material damage or defect) or bad weather, the participants are entitled to a refund of the payments made. Another claim for damages does not exist. If a tour that has already begun must be canceled due to extraordinary

circumstances, such as a strong storm or injury to a participant, there is no claim for damages against BASEL BY BIKE.

The customer can withdraw from the contract for already reserved tours before commencement of service. In the event of cancellation or rebooking from 24 hours or less before tour start, 50% cancellation fee will apply.

For its part, BASEL BY BIKE reserves the right to cancel a tour if the minimum number of participants is not reached at the beginning of the tour. For co-operations with other partners, their cancellation conditions apply.

§ 7 Disclaimer of liability

I. Participation in the bike tour and takeover of the bike

The participant takes part at his/her own risk on the guided bike tour. Before using, the participant must become familiar with how the rental bike works. If at the beginning of use it is obvious that there is a technical defect which could affect the traffic safety or occurs during use, the participant must immediately inform BASEL BY BIKE or the tour guide and must refrain from the use of the bike immediately. The participant assures that he has no physical ailments that can influence his ability to drive in any way and that he is not under the influence of alcohol, drugs or medications. Special attention is drawn to the special danger of persons with illnesses that are contrary to a sporting activity. The participant undertakes to wear a helmet during the entire bike tour.

Regardless of the behavior of the group or other participants, the competitor must adapt his driving speed to his driving skills, physical constitution and degree of exhaustion, as well as the respective track or ground conditions, and to be considerate and forward-thinking within the group. The participant is aware that the group is waiting for individual (or even several) participants, or for adjusting their tempo to individual (or even more) participants.

The participant acknowledges that danger spots may occur along the route (especially in connection with the nature of the terrain or the weather), road construction or road traffic. Furthermore, the participant acknowledges that the route is located on public roads to which the provisions of road traffic regulations apply, and generally commits to observe them.

II. Insurance

The insurance is the responsibility of the participant. The participant confirms with his signature that he has sufficient cover for the risks involved in participating in the bicycle tour. Driving on all roads and paths is at your own risk.

III. Liability of the participant

The participant bears the sole civil and criminal responsibility for all personal, property or pecuniary damage caused by him; he releases BASEL BY BIKE from any liability. For any damage caused by own or third party fault, accident caused or by improper handling of the material provided or caused by the fact that the participant has not followed the instructions of the staff of the organizer, the participant assumes full liability. Furthermore, the participant is fully liable for intentional and grossly negligent damage to the tour equipment.

The participant releases the organizer on first request from claims of third parties against the organizer for compensation of damages, which were caused by the participant.

The disclaimer becomes effective with the signature of the participant to all stakeholders. It applies to claims for any legal reason, in particular for claims for damages arising from contractual as well as non-contractual liability and also for claims arising from tort.

Tacit disclaimers remain unaffected by the above disclaimer.

If the participant has not yet reached the age of 18, the parents or the legal representative are liable.

Participation in the event without prior issue of the disclaimer is not possible.

§ 8 Duty to cooperate

The tour participant is obliged to cooperate in the event of any disruption of performance within the scope of the statutory provisions, to avoid any possible damage or to keep it low, in particular to exercise the usual care. In case of grossly negligent or disturbing behavior of a participant or excessive consumption of alcohol or other drugs, the participant will be excluded from the event without replacement.

§ 9 Consent for the publication of photos

With your signature, you confirm that you have been informed by BASEL BY BIKE that photos and video recordings are occasionally taken as part of the bicycle tours and that they can be published on the BASEL BY BIKE website, social media platforms and flyers. If you do not want to be photographed or filmed, please inform our photographer, guide or BASEL BY BIKE. Your data will not be shared with third parties.

§ 10 Severability clause

If any of the above provisions are or become invalid, this ineffectiveness does not affect the remaining provisions. The ineffective provision shall be replaced by a provision which comes closest to the economic purpose of the provision to be replaced.

§ 11 Jurisdiction

Place of jurisdiction in case of any disputes arising from the contract is the seat (office) of the company BASEL BY BIKE. Contract and terms and conditions are subject to Swiss law.

§ 12 General information

- Follow the instructions of the tour guide.
- The slowest participant determines the pace of the group.
- When pausing, turning or when there are signs or calls, pass on the information clearly.
- Please take care of pedestrians and other cyclists, especially in oncoming traffic.

I have taken note of the above disclaimer and terms and conditions and I agree with the conditions.

Please write clearly!

Name, First name: _____

Date of birth: _____

Mobile number: _____
(in case of emergency)

Email address: _____
(to send you the group photo)

[Place/Date]

[Signature of the participant/ legal guardian]