



General contractual conditions for supplies, products, services and tourist services offered and dedicated to the Cycloswisstour offer.

These general terms and conditions of contract govern the responsibilities and relationships between the approved service providers for the supply of products, services, tourist and guidance services during tours (organised trips, services on request), external companies (tour operators, salespersons, bike hire companies, breakdown assistance, guides, escorts, transport companies and others) and customers and/or users.

The terms and conditions of trade and services of the companies commissioned to promote the Cycloswisstour brand (Intellectual property of Alp Circle Sàrl; Av. de la Gare 66, 1920 Martigny) are clearly stated on the sales and purchase channels for offers distributed via approved websites, applications, travel agencies and platforms.

In addition to the seller's general terms and conditions of sale, these "related" general terms and conditions of contract form an integral part of the partner agency contracts, binding the customer and the Cycloswisstour offer.

For the sake of simplicity, the term "customers" used hereafter covers both clients and customers.

1. Third-party tourism services

1.1 Mandate

Cycloswisstour grants its B2B clients in the business sector (approved agencies, partner platforms on the Internet), the right to sell trips organised with other intermediary suppliers of travel, mobility, tourist services, airline tickets, hotel services, rental bicycles, bicycle accompaniment, transport and other tourist services, the services of which are outsourced in order to respond to the specific requests of participants.

This is a mandate within the meaning of Article 394 et seq. of the Swiss Law of Obligations which, in this case, binds the reseller, the service providers and the customer. The rights and obligations of the parties to the contract are governed by these general terms and conditions and the relevant legal provisions.

1.2 Conclusion of the contract

By transmitting his offer personally, by telephone or in writing, and more specifically by finalising the booking process at the travel agency or by entering the required data in the online booking form and finalising the booking by sending the booking form, the customer places an order with the retailer. This means that the customer instructs the Cycloswisstour-approved retailer to send the suggested services a valid offer for the signature of the travel contract (organised trips and/or other dedicated services).

The brand's service providers reserve the right to refuse the travel agency's contract. In this case, the customer will be informed immediately by the agency.

When the service providers accept the agency contract, the offer is passed on to the supplier of the tourist service. It is exclusively the supplier of the tourist service who decides whether to accept the customer's reservation and any special wishes. By booking the tourist service (package tour, escorted tour, provision of a hire bike or other special à la carte services), the customer accepts the general terms and conditions of travel and the general terms and conditions of contract of the tour operator concerned (the seller's GTC), which have been communicated to the customer, including cancellation conditions. The conditions of the tour operator concerned form an integral part of the travel contract between the seller and the customer.

1.3 Parties to the contract

With regard to the sale of travel services in accordance with the provisions of subparagraph 1.1, the customer signs the travel contract exclusively and directly with the agency, the tour operator or, in the case of special measures, with the service provider mentioned in each case.

In accordance with the provisions of subparagraph 1.1), no contract concerning resold tourist services binds Cycloswisstour to the client.

This is why Cycloswisstour does not in any way guarantee the services to be provided and supplied by third parties.

1.4. Booking process

By making a reservation at the travel agency or by sending the reservation electronically, the customer makes a firm offer authorising the conclusion of the travel contract with the tour operator or the sales platform, and instructs the seller to forward the offer to Cycloswisstour's approved service providers.

In the case of online bookings, the customer will receive confirmation of receipt of the booking with the relevant details sent to their e-mail address. The customer will also receive confirmation that the offer has been technically correctly transmitted to the respective service providers or that the request has been received directly by the customer. The above-mentioned confirmation of receipt does not constitute acceptance of the travel contract by the seller and is therefore not to be equated with the confirmation of booking of the trip, which documents the actual conclusion of the travel contract. The above-mentioned confirmation of receipt does not constitute acceptance of the travel contract by the seller and is therefore not the same as the confirmation of reservation of the trip, which documents the actual conclusion of the travel contract.

Once the booking mandate has been granted, the customer is bound by the seller's General Terms and Conditions (GTC). The respective seller (the authorised travel agency) declares whether it accepts or rejects the offer. If the offer is rejected, the seller may send the customer a new contractual offer, which the customer may accept within a certain period of time. The travel contract is not formed until the travel booking has been confirmed or the customer has accepted the new offer from the seller.

2. Responsibilities of the parties and supply of products dedicated to the Cycloswisstour offer

2.1. Scope of services

The scope of the services provided by the suppliers approved for the offer is limited to the correct and conscientious provision of tourist services (travel services dedicated to Cycloswisstour), it does not concern the service provided as such. The present contractual conditions exclusively regulate the contractual relationship of the supply contract between the service providers and the client.

Cycloswisstour declines all responsibility for services provided by third parties or sold by the partner travel agency.

2.2 Booking at a travel agency

When the customer books a service from a third party company (tour operator, transport, guidance, mobility, bike hire) in a travel agency referenced by Cycloswisstour, the service incidentally includes (in paragraph 2.1) detailed advice on the products and services of the third party company.

2.3 The customer is personally responsible for respecting the rented items and using the equipment. It is the client's duty to return the rented equipment in good condition.

Cycloswisstour declines all responsibility in the event of damage to the rented item, theft or accidents during the customer's stay.

To this end, the <https://cycloswisstour.ch/nos-services/recommandations-et-conseils/> website informs and advises customers on mobility tips, the correct use of equipment, how to behave on the roads and how to comply with the highway code in Switzerland. In order to take part in Cycloswisstour tours and trips, the customer is obliged to take out accident and health insurance.

On the cycloswisstour.ch website, we suggest that you take out breakdown assistance insurance so that you can ride the tours with appropriate assistance, and that you also take out bicycle insurance to cover theft of your private or rented bicycle.

2.4 The service providers and suppliers dedicated to the Cycloswisstour offer will in no way be held responsible for the clients' failure to comply.

The same applies to the Cycloswisstour brand, which will under no circumstances be held responsible for services provided by third parties (e.g. theft of a cycle from the public domain or from the hotel site, damage to supplies, loss of luggage, non-payment for specific services requested by the customer during the stay outside the contract).

3. Customer's obligation

In accordance with the identity document (passport, identity card), it is the customer's responsibility to give the correct identity of the travellers (first name, surname, date of birth). Upon receipt of the order confirmation, it is the customer's responsibility to check the accuracy of the identity in the identity document. It is the responsibility of the customer to inform the seller without delay of any discrepancy between the travel service booked and that confirmed. The agency and the Cycloswisstour offers draw attention to the fact that airlines and other service providers may exclude travellers (clients) from services or refuse them entry to the country of destination if the name on the travel documents is not identical to the name on the identity documents (passport, identity card). The Cycloswisstour brand cannot be held responsible for delays, inconveniences or even the cancellation of travel services resulting from discrepancies.

4. Prices

4.1. Determining the price

The price of the service sold (travel price) is based on the seller's published prices (e.g. Internet, travel brochures, etc.) and any offers or confirmations. The approved agency, the seller, may also charge a consultation fee or a handling fee (in accordance with the provisions of paragraph 7 below). Unless the parties have agreed otherwise, prices are per person, in Swiss francs, including VAT, subject to any additional travel costs and local taxes (e.g. visa fees and tourist taxes).

The prices quoted on the agencies' platforms and on the cycloswisstour.ch website are indicative prices provided by third parties. The prices shown may change depending on the offer modules provided by the agency and the dynamic nature of the service providers' price list (for example: high and low season).

4.2 Terms of payment

The price of the service sold (travel price) is based on the seller's prices as well as any offer or confirmation. The agency, the seller, may incidentally charge a consultation fee or a handling fee (in accordance with the provisions of paragraph 7 below). Unless the parties have agreed otherwise, prices are per person, in Swiss francs, including VAT, subject to any additional charges.

The customer is informed of the terms of payment at the time of booking. They also appear on the confirmation and in the agency's General Terms and Conditions. Customers may refer to the terms and conditions of the seller of the travel service in question to find out whether and for what amount they are required to pay a deposit and when this is due. Only the payment methods offered in the booking process are applicable.

In the case of organised trips, deposits paid to the seller are protected by the guarantee of the respective seller's legal customer funds. In its capacity as seller, the Agency and the Cycloswisstour brand cannot be held responsible for funds paid by customers.

5. Travel documents

All travel documents are sent to the customer by post and/or e-mail once the contract has been concluded and the travel price has been paid in full.

6. Changes to the booking/cancellation and cancellation by the customer

If the customer wishes to change or cancel a booking after it has been made, he/she must inform the seller (the agency) in writing, for example by e-mail. The travel agency is entitled to charge a service or processing fee for forwarding the information to the relevant service providers. The terms and conditions and any costs arising from amendments (changes), cancellations and termination of the travel contract are governed by the contractual terms and conditions of the respective seller (GTC) of the travel service. The customer is responsible for asserting any claims directly against the third-party company.

7. Consultation fees/reservation fees and handling fees/commission

Depending on the time spent, the authorised seller at Cycloswisstour may charge an appropriate and reasonable processing fee for its consultancy activities and the preparation of offers. This fee is charged to the customer on the price of the booking relating to the offer. The agent is entitled to the usual commissions charged by suppliers.

8. Entry and health regulations/obligations of the customer

The customer is personally responsible for compliance with entry and health regulations. - It is the customer's responsibility to check the documents provided (e.g. invoice, travel confirmation, travel documents) without delay for accuracy and completeness, in particular with regard to conformity with the booking, and to inform the seller (the Agency) in writing without delay of any discrepancies (in accordance with the provisions of paragraph 3).

- The customer is responsible for compliance with the applicable entry requirements (in particular with regard to passport validity, visa authorisation and vaccinations). Upon request, the travel agency will provide the information required and may, for example, assist with visa applications. Attention is expressly drawn to the fact that entry conditions and health requirements may be changed at any time. It is the customer's responsibility to monitor information in the media and on the websites of the relevant authorities, in order to find out about any changes as soon as possible.

- The information and instructions appearing on the website or given by the travel agency concerning passport, visa, currency exchange and health regulations are only applicable to customers who are Swiss nationals. Customers of other nationalities should contact their embassy or consulate directly for information.

- The agency (the seller) and the Cycloswisstour brand cannot ensure or guarantee the accuracy, completeness or topicality of the above-mentioned information, which may change at any time and is based on information from government departments and tour operators. In this respect, all liability is excluded.

9. Use of the website

Customers access the cycloswisstour.ch web pages exclusively for their personal use. It is expressly forbidden for the client to use the software, information and brand products or services dedicated to or related to the web pages for commercial purposes.

Cycloswisstour provides the client with links (hyperlinks) to third-party websites exclusively for information purposes. Furthermore, Cycloswisstour cannot be held responsible for the content of the latter, which is neither controlled nor authorised by Cycloswisstour.

10. Insurances

Cycloswisstour recommends that you take out travel insurance, covering cancellation costs in particular (insurance against cancellation costs).

Cover for breakdown assistance on Swiss territory as well as theft insurance for the bicycle (for the private or rental cycle) is strongly recommended from the approved service provider.

See section 2.3.

Personal insurance covering repatriation costs in the event of accident, illness or death is also recommended.

11. Liability and limitation of liability

Cycloswisstour cannot be held responsible for the formation of the contract issued by the sellers, the agency and the proposed service provider. Furthermore, Cycloswisstour cannot be held responsible for any defects or faults in the material, the travel services offered and the things rented by third parties, which also applies to physical injury and material damage that may be related to the trip sold.

Any personal liability on the part of the agency or vendor is limited to a breach of the obligations relating to the agency contract and is restricted to the legally permitted scope.

The agency (the seller) and the Cycloswisstour brand are exclusively liable for damages resulting from intentional acts on their part or from gross negligence.

The seller's (agency's) liability for any booking errors for which it is responsible is not limited by the above-mentioned exclusion of liability.

12. Data protection

12.1. Collection, processing and use of data

In addition to the customer's contact details (name, address, e-mail address, telephone number), the following information is generally stored or processed: data concerning the trip, destinations, airline, hotel, price, wishes of the customer, information concerning other participants in the trip, payment information, membership number and other specific information concerning possible affiliation with offer cooperation partners, date of birth, nationality, language, preferences as well as other information that the customer makes available to the agency (seller) and, by extension, the Cycloswisstour brand.

By booking, the customer confirms the accuracy of the data provided. The client's data is subject to Swiss data protection law and is processed as part of the transaction or service provision. Cycloswisstour or external companies linked to the offer may also use it to provide an offer in line with market conditions and for analysis, marketing and consultancy purposes. The Authorised Agency and Cycloswisstour reserve the right to send the client offers and information of personal interest.

If customers do not wish to receive information, they can contact the reservations department or the agency's customer service department directly. After the trip, the customer may be asked by e-mail to give an opinion on the quality of the services purchased, the tours and the cycle tours. The customer hereby gives his or her consent to the processing and use of his or her data in accordance with the confidentiality criteria on the Internet.

12.2 Forwarding of data to third parties

The customer's data will be passed on to third parties or third party companies for the purposes of providing the service and settling the contract.

The agency (the seller) and Cycloswisstour comply with data protection regulations and also impose an obligation of confidentiality and compliance with adequate data protection on third parties or third party companies if the latter have access to customer data from which the identity of the customer can be inferred.

The customer hereby gives his consent to the transfer and processing of his data, in particular to the service provider with whom he has previously used it, e.g. the bike hire company.

13. Applicable law and choice of domicile

13.1. The contractual relationship between the client (principal) and the travel agency (agent) authorised to sell Cycloswisstour offers is governed exclusively by Swiss law.

13.2 Subject to mandatory legal provisions, or change, the place of jurisdiction is Neuchâtel for the approved agency (the seller and reservation centre of Rubis voyages Sàrl for cycloswisstour.ch) or the place of domicile of the retailer.

13.3 For brand liability, the place of jurisdiction is Martigny, at the current registered office of Alp Circle Sàrl.

14. Inefficiency of one of the provisions

The agency (the seller in particular for its GTC) and Cycloswisstour may unilaterally modify the general contractual conditions at any time. Cycloswisstour publishes the most recent version of the contractual conditions concerning its brand only in electronic form.

Should one or more of the above provisions be or become ineffective, this will in no way affect the effectiveness of the other provisions.

Cycloswisstour, 17 April 2024.

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