

Bike Travel Europe – Terms and Conditions

All trips within the Bike Travel Europe cycling holiday program are subject to the following Terms and Conditions.

ARTICLE 1: DEFINITIONS

Article 1.1

In these Terms and Conditions, the following definitions apply:

- a. **Bike Travel Europe:** A travel services company registered with the Chamber of Commerce in the Netherlands, registration number 96897171.
- b. **Travel Agreement:** The agreement where Bike Travel Europe commits to providing the other party with a bike tour, which includes at least one overnight stay or a period longer than 24 hours, as well as at least two of the following services:
 - 1. Transport;
 - 2. Accommodation;
 - 3. Another significant tourist service, not related to transport or accommodation, which forms a substantial part of the trip.
- c. **Traveler:**
 - 1. The other party to the agreement with Bike Travel Europe, or
 - 2. The person for whom the trip has been arranged and who has accepted the arrangement, or
 - 3. The person to whom, under Article 8 of these conditions, the legal relationship with Bike Travel Europe is transferred.
- d. **Booking Office:** The company that mediates between the traveler and Bike Travel Europe in concluding the travel agreement.
- e. **Working Days:** Monday through Friday, excluding recognized holidays in the Netherlands.
- f. **Office Hours (excluding recognized holidays):** Monday through Friday, 09:00 a.m. - 5:00 p.m.
- g. **Rental Equipment:** All items rented or loaned to the traveler by Bike Travel Europe, as listed in the travel agreement, including any materials provided to the traveler.

Article 1.2

These terms apply to all travel agreements, including those related to trips with personal transport. Bike Travel Europe may specify that these terms also apply to agreements concerning other forms of travel, provided this is stated in the publication.

Article 1.3

The amounts listed in these terms include VAT, where applicable.

ARTICLE 2: AGREEMENT

Article 2.1

The agreement is concluded when the traveler accepts the offer from Bike Travel Europe. After the agreement is finalized, the traveler will receive a written or electronic confirmation, which may include a (pro forma) invoice.

Article 2.2

The offer from Bike Travel Europe is non-binding and may be revoked by Bike Travel Europe, if necessary. Revocation must occur as soon as possible, but no later than 8 working hours after acceptance, with a statement of the reason. This applies even if the traveler has received an automatic booking confirmation. Revocation is allowed to correct errors in the travel price calculation; however, any withdrawal due to an increase in the price must meet the requirements outlined in Article 4.

Article 2.3

Bike Travel Europe reserves the right to terminate the agreement immediately if the number of registrations is below the required minimum stated in the publication. The cancellation must be communicated within the specified period, in writing or via mail. Articles 10 and 12 do not apply in such cases.

Article 2.4

Before or no later than the conclusion of the agreement, the traveler must provide Bike Travel Europe with all necessary information regarding themselves and any travelers registered on their behalf, which could be relevant for the conclusion or execution of the agreement. The traveler must also sign a waiver of responsibility no later than the conclusion of the agreement.

Article 2.5

- a. The person who enters into an agreement on behalf of or for the benefit of another (the notifier) is jointly and severally liable for all obligations arising from the agreement.
- b. All communication (including payment) between the traveler(s) and the travel organization will go exclusively through the person making the notification.
- c. The other traveler(s) are responsible for their own share of the agreement.

Article 2.6

- a. If the agreed trip is part of a publication by Bike Travel Europe, the details included therein will form part of the agreement.
- b. If Bike Travel Europe includes general reservations in the general section of the program that conflict with the travel conditions, the most favorable provisions for the traveler will apply.
- c. Obvious errors and mistakes do not bind Bike Travel Europe. These are errors that, from the perspective of the average traveler, should be immediately recognizable. If there is any doubt about the accuracy of the price or information, the traveler should inquire.

Article 2.7

For trips including transport, the duration of the trip and stay mentioned in the publication is based on whole days, including the departure and arrival days, regardless of the specific departure and arrival times. This may mean that the actual number of days at the destination is fewer than those stated in the publication.

Article 2.8

For transport-related parts of the trip, the departure and arrival times will be stated in the travel documents. These times are final. Bike Travel Europe may deviate from these times within reasonable limits and only if it is unreasonable to require the original times. In this case, Articles 11 and 12 do not apply.

Article 2.9

Bike Travel Europe is not responsible for general information presented in photos, brochures, advertisements, websites, or other informational materials, if these were created or distributed by third parties.

ARTICLE 3: PAYMENT

Article 3.1

When the agreement is concluded, and more than six weeks before departure, the traveler must pay a deposit of 30% of the total travel cost, with a minimum of €50.00 per person. This amount should be transferred to Bike Travel Europe's account.

Article 3.2

The remaining balance of the travel cost must be received by Bike Travel Europe no later than six weeks before departure. If the payment is late, the traveler is in default. Bike Travel Europe will notify the traveler in writing, allowing 5 working days to make the payment. If payment is not received within this time, the agreement will be deemed canceled on the day of default. In this case, Bike Travel Europe may charge a cancellation fee. The amounts already paid will be deducted from the cancellation fees, as outlined in Article 9.

Article 3.3

If the agreement is made within six weeks of departure, the full travel cost must be paid immediately.

ARTICLE 4: TRAVEL SUM

Article 4.1

The published travel sum is per person. This includes the services and facilities mentioned in the publication. The price per person is based on two people sharing a double room. The published travel price is based on the prices, exchange rates, levies, and taxes that were known to Bike Travel Europe at the time of the publication.

Article 4.2

As long as the entire travel sum has not been paid, Bike Travel Europe has the right, up to 20 days before the departure date, to increase the travel sum in connection with changes in transportation costs (including fuel costs), taxes, levies, and applicable exchange rates. Bike Travel Europe will provide an explanation of how the increase is calculated.

Article 4.3

If Bike Travel Europe increases the published travel price by more than 10% due to the reasons outlined in the previous paragraph, the traveler has the right to cancel the agreement with a refund of any amounts already paid, provided the cancellation occurs within 5 days of the price increase being communicated to the traveler. After this period, free cancellation is no longer possible.

ARTICLE 5: INFORMATION

Article 5.1

If the traveler is unable to (fully) make the journey due to the absence of any (valid) document, the traveler will be responsible for all associated consequences and costs.

Article 5.2

The traveler must possess the necessary documents, such as a valid passport or, where allowed, an identity card, and any required visas, as well as proof of inoculations and vaccinations.

ARTICLE 6: TRAVEL DOCUMENTS / RENTAL EQUIPMENT**Article 6.1**

Bike Travel Europe will provide the required travel documents to the traveler no later than 8 days before the departure date (for trips with personal transport: no later than the arrival date of the first booked accommodation), unless it is unreasonable for Bike Travel Europe to do so.

Article 6.2

If the traveler has not received any travel documents at least 5 working days before departure, they must immediately report this to Bike Travel Europe.

Article 6.3

- a. If the trip is booked within 8 days before departure (for trips with personal transport: before the arrival date of the first booked accommodation), Bike Travel Europe or the booking office will indicate when and how the required travel documents will be made available to the traveler.
- b. If the traveler has not received the documents as indicated, they must immediately report this to Bike Travel Europe.

Article 6.4

- a. The rental equipment may only be used by the traveler(s) listed in the travel agreement.
- b. The rented bicycles must never be handed over to or used by any person other than those specified in the travel agreement.
- c. It is strictly prohibited for the traveler(s) to sublet or rent out the bicycles to a third party.
- d. The traveler is expected to take proper care of the rented equipment and reasonably protect it from damage, loss, or theft. Rental equipment must only be used in accordance with its intended purpose and category. Each bicycle is to be used by only one person at a time.
- e. Bike Travel Europe will provide the rental equipment in good condition. If, despite this, repairs are required during the rental period, they may be carried out by a local bicycle repair service. In the event of damage beyond normal wear and tear, the traveler must consult Bike Travel Europe before handing the bicycle over for repairs. At the end of the rental period, a Bike Travel Europe representative will assess whether the damage exceeds normal wear and tear. If so, the traveler will be responsible for covering the repair costs.
- f. In case of unforeseen circumstances, Bike Travel Europe may provide substitute equipment of a different brand. The replacement equipment will be of equal quality and meet the specifications of the originally contracted equipment.
- g. Bike Travel Europe can only be held liable for direct damages or injuries resulting from material defects. Liability is limited to failures caused by insufficient routine maintenance by Bike Travel Europe. The company cannot be held responsible for any other damages to property or injuries sustained by the traveler(s) during the rental period, nor does this entitle the traveler to cancel (part of) the travel agreement.
- h. Damage and Theft: The traveler must immediately report any theft, loss, or accidental damage to Bike Travel Europe and the local police. A police report and a detailed repair invoice must be submitted to Bike Travel Europe at the end of the rental period.

i. Security Measures: The traveler is required to securely lock the bicycle(s) when left unattended and must park the bicycles overnight in a non-public area. In the event of loss or theft, the traveler must provide a police report describing the incident, along with the keys to the lock originally issued at the start of the tour. The traveler will be held responsible for any resulting loss or damages.

ARTICLE 7: CHANGES BY THE TRAVELER

Article 7.1

a. After the contract has been concluded, the traveler may request a modification in writing. Bike Travel Europe is not obliged to agree to such a modification. If a modification is agreed upon, Bike Travel Europe will inform the traveler of the new travel sum and any change costs. Upon approval by the traveler, the new travel sum and change costs will be due. If the new travel sum is lower than the original sum, the difference will be deducted from the change amendment costs owed.

b. Postponing the departure date or reducing the number of paying passengers is considered a (partial) cancellation, which is subject to the provisions in Article 9. In such cases, no amendment or communication costs will be charged.

ARTICLE 8: SUBSTITUTION

Article 8.1

Before the start of the trip, the traveler may be replaced by another person. This is subject to the following conditions:

- a. The replacement person meets all the conditions attached to the agreement;
- b. The request for substitution is made no later than 7 days before departure, or in sufficient time to allow for necessary actions and formalities to be completed;
- c. The conditions of the service providers involved in the trip do not oppose the substitution;
- d. If rental equipment is involved, Bike Travel Europe will do its best to adapt the equipment to fit the new traveler's size, though this may not always be possible due to availability.

Article 8.2

The original traveler, the person substituting them, and the applicant (if different) are jointly and severally responsible to Bike Travel Europe for the payment of any outstanding travel costs, the change and communication costs mentioned in Article 7.1, and any additional costs resulting from the substitution.

ARTICLE 9: CANCELLATION BY THE TRAVELER

Article 9.1

Bike Travel Europe strongly recommends that travelers arrange both cancellation and travel insurance when entering into a travel agreement.

Article 9.2

Cancellations must be made in writing by email or registered letter. The date the cancellation is sent by email or the date of the postmark will be considered the cancellation date. If the traveler cancels the agreement, they will owe the following cancellation fees in addition to any reservation fees owed:

- a. For cancellations up to the 42nd day (exclusive) before the departure date: 25% of the travel sum.

- b. For cancellations from the 42nd day (inclusive) to the 21st day (exclusive) before the departure date: 50% of the travel sum.
- c. For cancellations from the 21st day (inclusive) to the 14th day (exclusive) before the departure date: 65% of the travel sum.
- d. For cancellations from the 14th day (inclusive) to the 5th day (exclusive) before the departure date: 90% of the travel sum.
- e. For cancellations from the 5th day (inclusive) to the departure day or later: 100% of the travel sum.

Article 9.3

Cancellations made outside office hours are considered to have been made on the next working day.

ARTICLE 10: CANCELLATION BY BIKE TRAVEL EUROPE

Article 10.1

Bike Travel Europe has the right to cancel the agreement before the trip begins and refund all amounts paid, up to the maximum paid travel sum, without any additional compensation being owed, under the following conditions:

- a. Due to significant circumstances.
- b. If the number of registrations is lower than the required minimum number and the traveler is notified within the time period specified in the agreement, but no later than:
 - 30 days before the start of a trip lasting 4 days or more
 - 7 days before the start of a trip lasting 2 to 3 days
 - 48 hours before the start of a trip lasting less than 2 days
- c. In the event of force majeure, which refers to unavoidable and extraordinary circumstances.

Article 10.2

Significant circumstances are those of such nature that continuing with the agreement is not reasonably required of Bike Travel Europe.

Article 10.3

A restriction of coverage of the VZR-Garant funds related to the agreement constitutes a significant circumstance.

Article 10.4

- a. If the cause of the cancellation is attributable to the traveler, the resulting damage will be borne by the traveler.
- b. If the cause of the cancellation is attributable to Bike Travel Europe, the resulting damage will be borne by Bike Travel Europe. Whether this is the case will be determined based on the provisions of Article 12.
- c. If the cause of the cancellation cannot be attributed to either the traveler or Bike Travel Europe, each party will bear its own damages as outlined in Article 13.
- d. If Bike Travel Europe saves money due to the cancellation, the traveler is entitled to the amount of those savings.

Article 10.5

Bike Travel Europe is not responsible for expenses incurred in preparation for any canceled or postponed trips, such as airline tickets, or for costs that are incurred due to travel delays, flight cancellations or illness.

ARTICLE 11: MODIFICATION BY BIKE TRAVEL EUROPE

Article 11.1

- a. Bike Travel Europe has the right to modify the agreed service on one or more significant points due to significant circumstances as described in Article 10.2. In this case, the traveler will be informed within 72 hours (3 working days). From 10 days before departure (for self-drive trips, before the arrival date of the first booked accommodation), the notice period will be 24 hours (1 working day).
- b. The traveler may reject the proposed changes.
- c. If the cause of the change is attributable to the traveler, the resulting damage will be borne by the traveler.
- d. If the cause of the change is attributable to Bike Travel Europe, the resulting damage will be borne by Bike Travel Europe. Whether this is the case will be determined based on the provisions of Article 12.
- e. If the cause of the change cannot be attributed to either the traveler or Bike Travel Europe, each party will bear its own damages as outlined in Article 13.
- f. If Bike Travel Europe saves money due to the change, the traveler is entitled to the amount of those savings.

Article 11.2

In the case of a change, Bike Travel Europe will offer the traveler, if possible, an alternative. This will be done within 72 hours (3 working days). From 10 days before departure (for self-drive trips, before the arrival date of the first booked accommodation), a period of 24 hours (1 working day) applies.

Article 11.3

The alternative offer must be at least equivalent. Equivalence will be judged by objective standards, taking into account:

1. The location of the alternative trip;
2. The nature and content of the offered trip;
3. The facilities provided in the replacement trip.

The assessment must also take into account:

1. The composition of the travel party;
2. The special characteristics of the traveler(s) involved and personal circumstances made known;
3. Deviations from the program or additions desired by the traveler.

Article 11.4

If the alternative offer made by Bike Travel Europe under Article 11.2 is rejected by the traveler, or if no such offer is made, Article 11.5 applies.

Article 11.5

- a. The traveler who rejects the change or alternative offer as described in the previous paragraphs must inform Bike Travel Europe within 72 hours (3 working days) after receiving the change notification. From 10 days before departure (for self-drive trips, before the arrival date of the first booked accommodation), the deadline is 24 hours (1 working day).
- b. In this case, Bike Travel Europe has the right to terminate the agreement with immediate effect. This must be done within 72 hours (3 working days). From 10 days before departure (for self-drive trips, before the arrival date of the first booked accommodation), the deadline is 24 hours (1 working day). In this case, the traveler is entitled to cancel the agreement or

receive a refund for the travel price (or, if part of the holiday has already been enjoyed, a proportionate part thereof) within 2 weeks, without prejudice to their possible right to compensation as referred to in Article 11.6.

Article 11.6

In the case of cancellation as per the previous paragraph, Bike Travel Europe will reimburse the traveler for any damage suffered, up to the maximum paid travel sum to Bike Travel Europe, unless the cancellation is due to force majeure as described in Article 12.4, which does not include overbooking.

Article 11.7

- a. If, after the traveler's departure, a significant portion of the services of the agreement is not provided, or if Bike Travel Europe realizes that a significant portion of the services will not be provided, Bike Travel Europe will ensure that suitable, alternative arrangements are made to continue the trip.
- b. If such arrangements are not possible or are reasonably rejected by the traveler(s), Bike Travel Europe will provide equivalent transport to bring the traveler(s) back to the departure point or another mutually agreed-upon place of return.
- c. Any damage resulting up to the maximum paid travel sum to Bike Travel Europe, from this change will be borne by Bike Travel Europe, if the failure to provide services is attributable to Bike Travel Europe according to the provisions of Article 12.

ARTICLE 12: LIABILITY AND FORCE MAJEURE

Article 12.1

Bike Travel Europe is obligated to perform the agreement in a manner that meets the reasonable expectations of the traveler, based on the terms of the agreement, except where noted in Articles 10, 11, 13, 14, and 15.

Article 12.2

If the journey deviates from the expectations stated in Article 12.1, the traveler is obliged to inform the relevant parties (as outlined in Article 17.1 and 17.2) as soon as possible, during the trip. Complaints reported afterwards that did not give Bike Travel Europe the opportunity to reasonably solve them during the trip do not entitle the customer to any form of compensation afterwards.

Article 12.3

If the trip fails to meet the expectations mentioned in Article 12.1, Bike Travel Europe is responsible for compensating any resulting damages up to the maximum paid travel sum to Bike Travel Europe, unless the failure is due to circumstances that cannot be attributed to Bike Travel Europe or any third parties involved in fulfilling the agreement. This includes:

- a. the traveler's fault;
- b. unforeseeable failures caused by a third party not involved in providing services included in the journey;
- c. events that could not be anticipated or prevented, despite reasonable care;
- d. force majeure as defined in Article 12.4.

Article 12.4

Force majeure refers to exceptional and unforeseen circumstances that, despite all necessary precautions, could not be avoided, and their consequences are beyond the control of the party invoking it.

ARTICLE 13: AID AND ASSISTANCE

Article 13.1

- a. Bike Travel Europe is required to assist the traveler with appropriate help when the journey does not proceed as reasonably expected, provided the shortcoming in performance is due to Bike Travel Europe, as described in Article 12.3. The costs for this assistance will be borne by Bike Travel Europe.
- b. If the traveler is at fault, Bike Travel Europe will provide help only to the extent that it can reasonably be expected, with the associated costs being the responsibility of the traveler.

Article 13.2

In cases where the journey does not meet the reasonable expectations of the traveler due to factors that are not attributable to either the traveler or Bike Travel Europe, each party bears its own damages. Bike Travel Europe's damages may include additional manpower, while the traveler's damages include extra accommodation and repatriation costs.

ARTICLE 14: EXCLUSION AND LIMITATION OF LIABILITY OF BIKE TRAVEL EUROPE

Article 14.1

- a. If any service included in the journey is subject to a Convention that excludes or limits liability, Bike Travel Europe's liability will be similarly limited.
- b. Bike Travel Europe is also not liable if the traveler's damages are recoverable through insurance, such as travel or cancellation insurance.

Article 14.2

If Bike Travel Europe is liable for loss of travel enjoyment, the compensation will not exceed the total price of the trip.

Article 14.3

Unless caused by death or injury, Bike Travel Europe's liability for damages will be limited to a maximum of three times the total trip sum, except in cases of intent or gross negligence, in which case the liability is unlimited.

Article 14.4

The exclusions and limitations of liability in this article apply equally to Bike Travel Europe's employees, the booking office, and service providers involved, unless otherwise stipulated by law or contract.

ARTICLE 15: OBLIGATIONS OF THE TRAVELER

Article 15.1

- a. The traveler must comply with all instructions from Bike Travel Europe to ensure the proper execution of the trip. The traveler is liable for any damage caused by improper conduct, judged according to the standard of a reasonable traveler.

Article 15.2

- a. Bike Travel Europe has the right to exclude the traveler from continuing the trip if the traveler causes significant hindrance or inconvenience, making the continuation of the trip impractical.
- b. The traveler will bear all costs arising from such exclusion unless it was not their fault, in which case they may be entitled to a refund.

Article 15.3

The traveler must take all reasonable steps to avoid or limit any damage, particularly by following the reporting obligations outlined in Articles 17.1 and 17.2.

Article 15.4

The traveler's right to take legal action expires one year after the end of the journey (or, if the journey did not take place, one year after the original departure date).

Article 15.5

- a. The traveler is required to comply with local traffic laws, and acknowledges that Bike Travel Europe has a bicycle helmet policy.
- b. In addition to instructions from Bike Travel Europe, the traveler is responsible for being informed about traffic laws and regulations in the destination countries.
- c. The traveler is responsible for ensuring they have sufficient insurance coverage for any liabilities, such as damages, injuries, legal procedures, or tort claims.

ARTICLE 16: INTEREST AND COLLECTION COSTS

A traveler who fails to fulfill their financial obligations to Bike Travel Europe on time will incur statutory interest on the outstanding amount and will also be liable for collection costs, which are 15% of the amount due, unless deemed unfair based on the amount owed.

ARTICLE 17: COMPLAINTS**Article 17.1**

- a. If a shortcoming in the journey is detected, the traveler must report it as soon as possible to the relevant service provider like prebooked Hotels, restaurants etc. for resolution. If the issue is not resolved and affects the quality of the trip, the traveler should report it immediately to the tour management.
- b. If the tour management is unavailable, the traveler should contact Bike Travel Europe according to their prescribed method.
- c. Communication costs will be reimbursed by Bike Travel Europe, unless the communication was deemed unnecessary.
- d. If the traveler does not fulfill this reporting requirement, their right to compensation may be limited or excluded.

Article 17.2

- a. If the issue remains unresolved and leads to a formal complaint, the traveler must report it as soon as possible in writing to the complaint department or, if not possible, directly to Bike Travel Europe.
- b. If it is determined that the traveler did not comply with this reporting requirement, their potential compensation rights may be limited or excluded.
- c. Complaints must be resolved within one month after the trip ends (or after the original departure date). Complaints must be submitted in writing with reasons to Bike Travel Europe or the booking office.
- d. Complaints regarding the conclusion of the contract must be submitted within one month after the traveler becomes aware of the relevant facts.
- e. If the traveler fails to submit the complaint on time, Bike Travel Europe will not handle it unless the delay was due to circumstances beyond the traveler's control, in which case they will be informed.

Article 17.3

- a. The contract is governed by Dutch law and will be executed under Dutch jurisdiction.
- b. Any disputes or claims between Bike Travel Europe and the traveler, or with a third party, will be resolved by a Dutch court located in Arnhem or Zwolle.

ARTICLE 18: FINANCIAL INSOLVENCY

To meet the statutory obligation of providing a guarantee, Bike Travel Europe will participate in the VZR Garant guarantee scheme for all bookings made after January 1, 2025. You can verify this by visiting VZR Garant's website. Their guarantee applies according to the terms outlined on their website, and if services are not provided due to the insolvency of Bike Travel Europe, the traveler can contact VZR Garant for reimbursement. Their contact details are:

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