

1. Conclusion of travel contract: When you book a tour, you initiate a binding travel contract and accept all terms of travel and payment. The agreement is reached when we accept the booking.

2. Payment: Upon receipt of the booking confirmation a deposit of 20% is due. Further payments are due on the agreed-upon date. You will receive a certificate of insurance with your confirmation. Please note that any bank charges are to be borne by the customer.

3. Change of prices: a) The tour operator is allowed to ask for a price increase of up to 5% of the total package price within four months after the conclusion of contract in the case of increased transport costs, increased charges for services such as harbour and airport fees or a change in valid exchange rates. Those price increases are only allowed if the rise of transport costs, charges and changing exchange rates affect the travel price.

b) A price increase can be requested only up until the 21st day before agreed departure date. Such a valid change of price has to be declared by the tour operator to the customer as soon as the reason for a price increase is known.

c) For price increases of more than 5% of the package price after conclusion of contract, the customer is allowed to cancel at no charge or to participate in another tour of at least equal value, if the tour operator is able to offer such a journey without additional charge.

d) The passenger has to claim the right according to numeral 3.c) immediately after the declaration by the tour operator.

4. Guarantees: If the journey is not provided according to contract, the traveler can ask for remedy. The tour operator can also provide remedy by offering comparable compensation. The tour operator can deny the remedy, if the traveler demands a disproportionate remedy. For the duration of a journey that is not provided according to contract, the traveler can ask for a proportional reduction of the tour price based on the percentage of sale value versus real value. The reduction of the purchase price does not occur if the traveler neglects to adequately demonstrate the deficiency. If the journey is due to a significant deficiency, and the tour operator provides no remedy within an appropriate time limit, the traveler is allowed to cancel the travel contract in writing – in line with legal clauses, in his own interest and due to reasons of conservation of evidence. The same applies if the journey is not reasonable for the traveler due to a lack of important reasons that are also noticeable to the tour operator. A time limit does not apply if remedy is impossible, or if the tour operator denies remedy, or if the immediate cancellation of the contract by the traveler is justified due to his special interests. The traveler owes the tour operator the portion of the tour price that has been used, if these services have been of interest to him. The traveler is allowed to claim for damages due to failure to provide services, unless the failure is based on circumstances that cannot be substituted by the tour operator.

5. Exclusion of claims and limitation of time: Claims concerning deficient or missing services must be made by the traveler to the tour operator within a month after the end of the tour. After one month the traveler can still assert a claim, if he was prevented without claim to adherence of this deadline. According to §§ 651 c – 651 f BGB, traveler claims expire after one year. The period starts with the end day of the tour according to the contract. If there are hearings between the traveler and the tour operator concerning the claim or its reasonable circumstances, the timing is stopped until the traveler or the tour operator denies the continuation of the hearings. The prescription applies three months after the end of the estoppels at the earliest. All claims have to be lodged at your booking point, Eurofun Touristik GmbH or Rückenwind Reisen, at following address:

Eurofun Touristik GmbH, Mühlstrasse 20, A-5162 Obertrum

Rückenwind Reisen GmbH, Am Patentbusch 14, D-26125 Oldenburg

6. Liability and corporate veils: You are solely responsible for complying with traffic regulations. We guarantee a conscientious travel arrangement, an accurate choice and observation of funding agencies, a correctness of service descriptions as well as a proper supply of contractually agreed-upon services. Our liability within the travel contract law for damages, which are not injuries to persons, is limited to the triple travel price, as far as the damage is caused not by negligence or gross negligence or as far as only we are responsible for a fault of a funding agency. For all claims for damages of illegal acts for damages, which are not injuries to persons and which are not based upon intention or gross negligence, we are liable for a maximum of € 4.100 per journey and guest. Our liability is also limited, if restricted or eliminated by pertinent international agreements or legal regulations. Particularly §664 HGB for maritime traffic, the agreement over the international railway traffic (COTIF) and the innkeeper's liability in §§ 701 ff BGB limit our liability by law.

7. Travel formality, physical demands: For tours inside the European Union you need a identity card that is valid until the end of your journey; for tours outside the EU a valid passport as well as a visa in some areas. You are solely responsible for complying with all entry requirements. Any issues that arise from non-observance of these formalities are your expense, unless it occurred due to culpable wrong information provided by us. If you are not able to participate in a tour because you did not follow entry instructions, we are allowed to charge you with accordant cancellation fees. The offered tours are active programs. You are solely responsible for being up to the physical demands of the tour.

8. Cancellation by Eurofun Touristik GmbH or Rückenwind Reisen GmbH: If the minimum number of participants for a tour has not been reached, we reserve the right to cancel the tour until 28 days before arrival. Any deposits you made will be refunded immediately. Further claims do not exist.

9. Cancellation or rebooking by you: You can cancel your booking at any time. We recommend declaring your cancellation in written form. We send a cancellation confirmation immediately afterwards. In case of cancellation we ask for compensation for a percentage of the tour price for arrangements that have already been made. Cancellation conditions depend on existing dates and routes.

Until 84 days before arrival	10%
83 – 42 days before arrival	30%
41 – 28 days before arrival	60%
27 – 4 days before arrival	80%
3 days before arrival or no show	90%

You reserve the right to demand proof that damage due to cancellation did not arise or is lower than the cancellation fee. If you request that we change travel date, travel destination, accommodation or air connection, we charge until 50 days before arrival a rebooking fee in the amount of € 50 per person. Later rebooking can be made, as far as possible, but only on the basis of cancelling and making a new booking. Name changes or replacements for an already booked journey are generally possible. The replacement has to meet the requirements of the journey and all legal and governmental regulations for departure. In this case we charge an additional handling fee of € 50 to cover incidental extra costs. For the reservation of flights that are not part of our offered package tour, the respective airline cancellation conditions are valid. Upon request, we will inform you before every flight booking about the valid cancellation conditions. For journeys that take place in cooperation with a local contractual partner, we are only an intermediary. Possible claims for damages are at the expense of the respective tour operator.

10. Due diligence: You are liable for damages or loss of provided bikes as well as for provided equipment only if you have removed yourself from the tour leaders or if you have not been in the sphere of influence of the tour leaders, if you ignore orders of the tour leaders concerning security of the equipment or if you act negligently, grossly negligently or deliberately and thereby cause the resulting damage or loss. You are liable for damages and loss of provided bikes and equipment on self-guided bike tours where no tour leader is accompanying you.

11. Insurances: We suggest that you purchase travel insurance for personal property, accident, cancellation and, if applicable, health insurance and casualty insurance. Those insurances are not included in the advertised travel price. We send documentation concerning insurance along with your confirmation. To avoid double coverage, we recommend that you contact your insurance agent about any existing policies that may be in force.

12. Services, change of services: The amount of contractual services is based on program and service descriptions as well as confirmation. Alterations or variations of services that are necessary after conclusion of the contract and that have not been caused by us against good faith are allowed only if the alterations or variations are not extensive and do not affect the overall package.

13. Daily description: The routes of our tours are subject to change due to local conditions such as weather, changed opening hours and schedules. In this case, it is sufficient to announce the changes during the previous day.

14. Protection in the event of insolvency: We have ensured that we can refund your paid booking price in case of illiquidity or bankruptcy, if services are omitted for those reasons. Furthermore, we will refund necessary resultant expenditures for your return journey.

15. Final regulations: Should one or more of these terms be ineffective, it does not cause the ineffectiveness of the entire terms and conditions or the whole travel contract. Court of jurisdiction is Oldenburg (Rückenwind Reisen GmbH) or Salzburg (Eurofun Touristik GmbH). For actions by us against you, your place of residence is authoritative. Court of jurisdiction is Oldenburg or Salzburg if the action applies to businesspeople or individuals who have no domestic court of jurisdiction or to individuals who changed their place of residence to a foreign country after conclusion of the contract or whose place of residence is not known during bringing an action.

Company details/Editor

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