# General Terms and Conditions (GTC) "IVOs MOTO Tours"

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# **IVOs MOTO Tours - Ivo Brügger**

Ivo Brügger Hohlegasse 4 3210 Kerzers Switzerland

Called "IVOs"

# 1. scope of application

These terms and conditions apply to the organization and execution of motorcycle tours as well as all related services and deliveries by IVOs and its contractual partners.

# 2 Conclusion of contract, content of contract, withdrawal by IVOs

The contract is concluded directly between the customer and IVOs.

The contract is concluded by the booking confirmation by e-mail from IVOs to the customer.

The scope of the contractual services is set out in the description of the offer on the ivos.ch website and in the relevant details in the booking confirmation/invoice.

IVOs may withdraw from the contract in the event of force majeure such as extreme weather conditions or for other important reasons. In this case, the customer will receive a full refund of the invoice amount already paid in advance.

IVOs is not liable for any accident and/or fall of the customer, for other driving impairments, for vehicle damage, for vehicle breakdowns or for bad weather conditions or similar. In such cases, the customer is not entitled to a refund or reduction of the invoice amount.

### 3. payment methods and payment deadlines

With the booking confirmation, the customer undertakes to pay 50% of the invoice amount within 10 days of receipt of the invoice. The remaining balance must be paid 30 days before the start of the tour.

Any costs for additional services that have not yet been determined at the time of booking must be settled at the latest when the amounts are announced or 30 days before the start of the motorcycle tours.

IVOs has the right to change the participation fee for a motorcycle tour at any time; in principle, the price stated on the ivos.ch website at the time of booking applies.

Customers will be sent an invoice by e-mail with the booking confirmation, which contains all the necessary payment details for transferring the participation fees.

#### 4. cancellation

Cancellation of a booked motorcycle tour must always be sent in writing by e-mail to IVOs; ivo@ivos.ch

Cancellation of a booking will incur the following costs:

Cancellation date	Cancellation costs
up to 90 days before	0 %
89 - 60 days before	50 %
59 - 30 days before	75 %
From 29 days before	100 %

Cancellation costs are generally based

on the participation fees paid for the booked motorcycle tour. In the case of additional services booked from partners, additional cancellation costs may be incurred. The guidelines/terms and conditions of IVO's partners apply here.

Reimbursement of the amount reduced by the cancellation costs shall generally be made by bank transfer to a bank or postal account to be specified by the customer.

#### 5. disclaimer

Customers take part in IVOs motorcycle tours at their own risk.

IVOs accepts no liability for personal injury and/or damage to the customer's vehicle and any financial losses.

The customer bears sole responsibility under civil and criminal law for all damage caused by him or by the vehicle used by him.

By making a booking, the customer waives all claims of any kind for damages arising in connection with the motorcycle tours against IVOs and other persons connected with the organization and execution of the motorcycle tours, including their vicarious agents.

Customers are responsible for their own personal and adequate insurance cover (e.g. accident, liability, vehicle and health insurance).

### 6. protective clothing/equipment

Customers are obliged to protect themselves from the consequences of an accident, fall or similar by wearing optimum protective clothing.

### 7. technical regulations / driver's license

The customer is solely responsible for the perfect technical condition of their vehicle. The customer is in possession of a valid driver's license for their motorcycle.

## 8. data protection

When concluding, processing and reversing a contract with IVOs, IVOs collects, stores and processes data in accordance with the statutory data protection regulations. By participating in the motorcycle tours, customers declare their consent to this.

IVOs uses the personal data collected or made accessible in compliance with the statutory data protection provisions. IVOs is entitled to use, store, process, evaluate and pass on the data to third parties if this is useful or necessary for the fulfillment of the contractual relationship. IVOS does not collect any particularly sensitive personal data within the meaning of the Swiss Data Protection Act. IVOs takes state-of-the-art measures to protect personal data. IVOs only collects personal data that is necessary for the fulfillment of the contractual relationship. Customers have the right to request information about personal data at any time and to revoke the processing of personal data.

## 9. final provisions

The contract and the agreements contained therein are exclusively subject to Swiss law. The place of jurisdiction is the registered office of IVOs MOTO Tours.

# 10 Entry into force and amendments

The GTC can be changed by IVOs at any time.

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