

General Terms and Conditions

The General Terms and Conditions (hereinafter “GTC”) contain the fundamental contractual and travel provisions that apply when you enter into a business relationship with us.

Current version:

Version 1.1 / September 2024

1. Scope

1.1 Content

These GTC govern the legal relationship between you and Eitzinger Bike Holiday GmbH, Bahnhofstrasse 13, CH-8360 Eschlikon, with respect to travel arrangements organized by us or other services offered in our own name.

1.2 Exclusion

These GTC do not apply to the following trips and services:

For all “flight-only arrangements” arranged by Eitzinger Bike Holiday GmbH and trips offered by other travel providers (where Eitzinger Bike Holiday GmbH acts as an intermediary), the general contractual and transport conditions of the responsible airlines and service providers (tour operators) shall apply.

Competitive events are always third-party services arranged by us, for which Eitzinger Bike Holiday GmbH assumes no liability under any circumstances.

2. Registration and Conclusion of Contract

2.1 Formation of Contract

The contract between you and Eitzinger Bike Holiday GmbH comes into effect upon the unconditional acceptance of your booking by Eitzinger Bike Holiday GmbH. From that moment, the rights and obligations arising from the contract (including these GTC) become effective for both parties.

2.2 Names Provided at Booking

You are obliged to provide your name and the names of your fellow travelers exactly as they appear in the identification documents (passport, ID, etc.) used for the trip.

If the names on the travel documents, particularly the flight ticket, do not match the identification documents, the travel service (e.g., by the airline) may be refused, or costs may arise for reissuing the ticket. These costs must be borne by you, and unused services cannot be refunded (see also Sections 6.3.2 and 6.3.3).

2.3 Booking for Additional Participants

If the booking person registers additional participants, they are responsible for their contractual obligations (in particular payment of the travel price) as for their own obligations. The contractual agreements and these GTC apply to all participants.

3. Services

Our services are defined by the service description in the travel offer. Special requests or ancillary agreements are only binding if they have been confirmed in writing without reservation by Eitzinger Bike Holiday GmbH.

Unless otherwise stated, services begin:

- for air travel: at the airport in Switzerland
- for coach travel: at the departure point
- for cruises: at the port of embarkation

You are responsible for your own arrival and punctuality, even if your arrangement includes a rail connection ticket.

4. Conditions of Participation

The training sessions organized by Eitzinger Bike Holiday GmbH require good health. Participants are personally responsible for their health and must inform the trainers of any weaknesses.

In case of doubt, you should consult a doctor or specialist before registering.

Eitzinger Bike Holiday GmbH or the trainers are entitled to exclude participants from training in whole or in part if they believe the participant is not capable of meeting the requirements.

5. Prices and Payment Conditions

5.1 Prices

Prices for travel arrangements can be found on the website www.eitzinger.ch and/or in the brochure or price list of Eitzinger Bike Holiday GmbH.

5.2 Payment

5.2.1 Deposit

A deposit must be paid upon conclusion of the contract. The remaining balance is payable no later than 40 days before the start of the arrangement.

5.2.2 Final Payment and Travel Documents

Travel documents will be issued or sent after receipt of full payment.

5.2.3 Late Payment

Failure to pay the deposit or final payment on time entitles Eitzinger Bike Holiday GmbH to refuse services and, after granting a grace period, to withdraw from the contract (cancellation fees remain reserved).

5.3 Short-Notice Bookings

If you book 40 days or less before departure, the full amount is due upon conclusion of the contract.

6. Changes, Rebookings, and Cancellations

6.1 General

Any request for changes or cancellations must be communicated to Eitzinger Bike Holiday GmbH by email or registered letter. Travel documents must be returned at the same time.

6.2 Handling Fee

For booking changes (e.g., name changes, substitute travelers, changes to travel dates, services, destination, or departure point) or cancellations, a handling fee of CHF 100 per person applies.

This fee is not covered by cancellation insurance.

6.3 Cancellation Fees

6.3.1 IRONMAN Hawaii arrangements, triathlon trips to the Canary Islands, and long-distance tours

- 60% of the arrangement price is due immediately upon booking and is non-refundable
- 60–31 days before departure: 85%
- 30–0 days before departure: 100%

6.3.2 All other arrangements

- 59–31 days: 30%
- 30–16 days: 50%
- 15–8 days: 75%
- 7–0 days: 100%

6.3.3 Package tours with scheduled flights or “flight-only” arrangements

Issued flight tickets are at your expense. Airline cancellation conditions apply and may reach up to 100% of the ticket price depending on airline and fare class.

6.3.4 Relevant Date

The decisive date is when your notification is received by Eitzinger Bike Holiday GmbH. For weekends and public holidays, the next working day applies.

7. Changes to Brochure, Prices, and Transport

7.1 Before Contract Conclusion

We reserve the right to change descriptions, services, and prices before booking. You will be informed prior to contract conclusion.

7.2 Price Changes After Contract Conclusion

Price increases may result from:

- increased transport costs (including fuel surcharges)
- new or increased government fees or taxes

Price increases may be passed on to you and may be applied up to 3 weeks before departure.

If the increase exceeds 10%, you have the rights outlined in Section 7.4.

7.3 Program Changes Before Departure

We reserve the right to change programs or services due to force majeure or unavoidable circumstances. Equivalent alternatives will be offered where possible.

7.4 Your Rights

If significant changes occur or price increases exceed 10%, you may:

- accept the change
- withdraw within 5 days and receive a full refund
- accept an equivalent replacement trip

8. Cancellation by Eitzinger Bike Holiday GmbH

8.1 Due to Your Conduct

If cancellation is due to your actions, you will be refunded payments made, but further claims are excluded. Cancellation fees may still apply.

8.2 Minimum Number of Participants

Trips may be canceled if the minimum number of participants is not reached (up to 3 weeks before departure).

8.3 Force Majeure

Trips may be canceled due to force majeure (e.g., natural disasters, pandemics, unrest).

Refund: travel price minus CHF 100 service fee per person.

9. Changes During the Trip

Program changes are permitted if the overall nature of the trip is not significantly affected.

If major changes occur, compensation for reduced value may be granted, except in cases of force majeure.

Route changes may occur for safety reasons; additional costs are borne by you.

10. Early Termination of Trip

No refund is given for unused services if you terminate the trip early.

Assistance with return travel may be provided; costs are borne by you.

11. Complaints

Complaints must be reported immediately on-site.

If not resolved, obtain written confirmation and submit claims within one month after the trip.

Failure to do so results in forfeiture of claims.

12. Liability

12.1 General

Compensation is provided for non-performance or improper performance unless equivalent replacement services were provided.

12.2 Limitations

- Liability follows international conventions and national laws
- No liability for:
 - your own fault
 - third-party fault
 - force majeure

Participation in competitions is at your own risk.

12.3 Personal Injury

Covered within legal frameworks.

12.4 Other Damages

Limited to twice the travel price unless caused intentionally or by gross negligence.

12.5 Valuables

You are responsible for safeguarding valuables. No liability for loss or theft.

12.6 Transport Schedules

Delays cannot be guaranteed against; no liability is assumed.

13. Insurance

You are advised to obtain additional insurance (e.g., baggage, accident, health, return travel insurance).

14. Entry, Visa, and Health Regulations

You are responsible for complying with all travel requirements and obtaining documents.

Failure to comply may result in denied entry and additional costs at your expense.

15. Flight Schedule Changes

You are responsible for checking flight changes for unaccompanied travel.

16. Applicable Law, Limitation, Jurisdiction

- Swiss law applies
- Invalid clauses do not affect the rest of the contract
- Claims expire after one year
- Jurisdiction: Frauenfeld, Switzerland

17. Data Protection

We process your data carefully and in accordance with applicable laws. See our privacy policy for details.