

General conditions

USA Bike Tours | General Conditions

1. Scope of application

1.1 These general terms and conditions of sale shall apply to all legal acts, such as but not limited to agreements regarding the supply of goods and the rendering of services by USA Bike Tours.

1.2 Deviations from these Terms and Conditions shall only apply if USA Bike Tours has confirmed

such deviations in writing. Herewith, the applicability of the general terms and conditions of the contracting party are explicitly excluded.

1.3 In case of total or partial nullity or otherwise invalidity of one or more stipulations of these conditions, the other stipulations remain in force. Parties will draft a new provision in accordance with the spirit of these conditions.

2. Tours

2.1 The goods and services offered by USA Bike Tours on its website www.usabiketours.com (hereinafter the "Website") are mainly bicycle tours in the United States of America, and Canada (hereinafter the "Tours") together with the rental of bikes and other miscellaneous goods (hereinafter the "Rental Material") and the provision of services, guides and lodging (if and when specifically indicated or agreed for a specific Tour – hereinafter the "Services").

3. Offer

3.1 A Tour is booked and the Order is given by the Customer on its behalf as well as on behalf of all its travelling companions mentioned in the digital order form (hereinafter jointly the "Customer").

By placing the Order, the Customer guarantees that he is duly authorized to represent its travelling companies to the fullest extent.

3.2 The Order takes effect immediately after written confirmation by USA Bike Tours and after the agreed conditions have been met by the Customer such as but not limited to down payment.

3.3 Offers made by USA Bike Tours on its Website are without engagement and subject to availability. An offer accepted by the Customer can be withdrawn by USA Bike Tours within 10 (ten) working days after acceptance and without costs.

3.4 A Customer can accept an offer made by USA Bike Tours in a valid manner by telephone, e-mail or using the standard digital order form shown on the Website. An order (hereinafter the "Order") given through the Website using the standard digital order form is legally valid without the need for a written or signed confirmation or other formality.

3.5 After the Order is given, the Customer has as statutory 3-day period within which the Order may be cancelled without any liability or obligation to pay for cancellation costs. During this period the Customer may only cancel its order using the standard digital cancellation form shown on the Website. After a valid cancellation any and all advance payments made shall be reimbursed to the Customer

4. Execution

4.1 USA Bike Tours shall assign the performance of its obligations under the Order and/or any contract such as but not limited to the organization and execution of the Tour and the provision of Rental Material, to one of its business partners in the United States of America or Canada (hereinafter the "Tour Operator").

4.2 The Customer herewith accepts such assignment at forehand.

4.3 Any and all conditions of the contract between USA Bike Tours, including but not limited to these general terms, shall apply integrally with respect to the performance by the Tour Operator of USA Bike Tours' obligations. In addition, the Tour Operator may apply additional conditions.

4.4 If and when in these general terms the definition USA Bike Tours is used, it shall include and/or refer to the Tour Operator if and when appropriate.

5 Changes

5.1 If and when necessary as a consequence of circumstances, USA Bike Tours is entitled to modify or change the actual Tour or parts thereof.

5.2 If and when substantive parts of the Tour are changed, the Customer shall be entitled to cancel its Order within 5 days after being notified of the change.

6. Prices, invoicing, terms of payment

6.1 Prices (hereinafter the "Tour Price") include all Rental Material as well as Services (if and when part of the Tour).

6.2 In addition to the agreed Tour Price, the Customer is obliged to pay a fixed amount of USD 20,- reservation fee for its Order.

6.3 Prices are in United States Dollar. If in a specific order prices in a different currency are used this shall be done based on the exchange rate against USD applicable on order date. If at date of invoice this exchange rate deviates with 2.5 % or more, USA Bike Tours is entitled to fix the contract price anew based on the then applicable exchange rate.

6.4 Payment will be made as follows:

a) Advance payment (deposit) at date of Order with a minimum of USD 250,-; The deposit amount is different per tour and can be found in the tour highlights.

b) Remaining payment, latest 90 days before start of the Tour.

If a Tour is booked that starts within 90 days or less after the Order date, the full Tour Price is payable at date of Order. (or 120 days in case of a tour longer than 30 days)

c) Day tours (1 day) have to be paid in full at time of booking.

6.5 In the event of non payment or late payment, Customer shall be liable to pay to USA Bike Tours an interest of 1.5% per month as well as an amount of 10% of the outstanding amount as liquidated damages with a minimum of USD 150,-. In addition, the Customer shall be liable to reimburse USA Bike Tours for any and all collection costs.

6.6 If the Customer requests USA Bike Tours to postpone the date of the Tour then USA Bike Tours is entitled to a reschedule fee of USD 75,-. USA Bike Tours shall jointly with the Customer determine a new Tour date. If such new Tour date is more than 2 months later then the original one then USA Bike Tours is entitled to invoice, and the Customer is obliged to pay, the full Tour Price.

6.7 At the moment of provision of the Rental Material, the Customer is obliged to make a security deposit. The exact amount of the subject security deposit may differ per Tour and shall be communicated with the Customer before the start of the tour

7. Start of the Tour

7.1 The Tour starts at the indicated time and place.

7.2 The Customer is responsible and liable for travelling at its own cost to the Tour start place.

7.3 The Customer is responsible for obtaining at its own cost all relevant visa, permissions and approvals for entering the United States of America.

8. Rental Material

8.1 The Rental Material shall be made available to and shall be returned by the Customer at the indicated place.

8.2 The rental period (hereinafter the "Rental Period") with respect to the Rental Material shall commence on and include the day of actual delivery of the Rental Material to the Customer. The Rental Period shall end on and include the day of actual delivery back of the Rental Material to USA Bike Tours.

8.3 On delivery the Customer shall inspect the Rental Material. No claim for non-conformity of Rental Material can be entertained unless the non-conformity at the time of delivery is reported to USA Bike Tours at the moment of delivery. USA Bike Tours and the Customer shall jointly document any damage or shortcoming. In absence thereof it is presumed that the Rental Material has been delivered in pristine condition. After the Rental Period the

Customer is obliged to return the Rental Material in good working condition, free of any damage or defect.

8.4 During the Rental Period the Customer shall ensure that the Rental Material is not used, stored, repaired or handled in a reckless, abusive or improper manner. The Customer is obliged to have the Rental Material properly protected against theft by using the available lock.

8.5 The Customer shall use and maintain the Rental Material in line with the applicable guidelines and with the due diligence and care of a prudent person.

8.6 Title to the Rental Material shall at all times be and remain vested in USA Bike Tours and nothing contained in any rental contract shall be deemed to have the effect or conferring upon the Customer any right or title whatsoever in or to the Equipment, other than that of lessee. If Customer does not redeliver the Rental Material, USA Bike Tours may at its sole discretion repossess the Rental Material.

8.7 The Rental Material is provided with a nameplate detailing the sole, exclusive and legal owner of the Rental Material. The Customer shall under no condition remove or cover such nameplate or make it illegible in any manner.

8.8 The Customer is responsible for and shall indemnify and hold harmless USA Bike Tours against all loss and damage to the Rental Material arisen during the Rental Period.

9. Guarantee

9.1 USA Bike Tours warrants that the Tours are in accordance with the offer made. Provided pictures, videos, stories and descriptions are indicative only. No specific guarantees are given that the actual Tours fully conform to the offer and actual Tours, views and experiences may differ.

9.2 USA Bike Tours has the right to provide Rental Material and lodging that deviates from those mentioned in the offer provided that they have the same relevant features.

9.3 USA Bike Tours warrants that the Rental Material is duly maintained and fit for purpose. USA Bike Tours will not be liable for the materials dictated or specified by the Customer unless the designs and choice of materials have been explicitly approved by USA Bike Tours in writing.

9.4 This guarantee does not apply to normal wear and tear, defects that could have been detected with common quality checks and controls, damage to or deterioration of the Rental Material as a consequence of improper storage, use or handling, repairs made by Customer or third parties, use of spare parts, consumables or materials not supplied or certified by USA Bike Tours.

9.5 Aspects or shortcomings of minor importance that do not hinder or prevent actual performance of the Tour shall not render USA Bike Tours liable to make good such shortcoming.

10. Customer Information and Insurance

10.1 The Customer is obliged to provide USA Bike Tours with all relevant information and data such as but not limited to any physical or mental disabilities that might hinder the proper performance or execution of the Tour.

10.2 The Customer shall acquire and maintain at its own expense, comprehensive travel insurance including coverage for medical expenses.

10.3 Trip and cancellation insurance are highly recommended, USA Bike Tours will not be responsible for non-refundable airfare

11. Dissolution and suspension

11.1 If Customer is in default with the performance of its contractual obligations, USA Bike Tours may, without prejudice to its other claims and rights under the contract, suspend further performance of its obligations for such time as it shall deem fit.

11.2 In the event USA Bike Tours has reasonable doubt regarding the payment capacity of the Customer, USA Bike Tours is entitled to postpone all obligations under the contract until the Customer has provided sufficient security.

11.3 In the event the Customer cannot meet its obligations under the aforementioned conditions within a reasonable period after being notified thereof in writing, USA Bike Tours is entitled to terminate the contract without compensation of damages.

11.4 Each Party is entitled to terminate the contract without compensation of damages if the other Party is in default with the performance of its contractual obligations.

11.5 USA Bike Tours may terminate the Order for convenience without the obligation to reimburse the Customer for damages if and when due to unforeseen circumstances the Tour cannot be realized under the same or other acceptable conditions. As a minimum such unforeseen circumstances shall include the non-availability of the Tour Operator as well as all other sorts of force majeure.

11.6 The Customer may terminate the Order for convenience subject to the obligation to reimburse USA Bike Tours the following cancellation fee. We charge 300 USD cancellation fee when you cancel the tour ninety(*) days or more before the tour start date the remaining tour price is refunded to you.

In case of a cross country tour and other Tours of over 30 days an amount of

- 120 days or more before start of the Tour – USD 300
 - 110 days to 120 days – USD 1000
 - 90 days to 110 days – USD 1500
 - 60 days to 90 days – 50% of the Tour Price;
 - there after – 100% of the Tour Price.
- Please note that the cancellation fees for the Coast to Coast are different.

In case of all other Tours:

If canceled during the period between 90 or more days – USD 300

- 90 to 60 days – 50% of the tour price
- 60 to 35 days – 75% of the tour price
- there after – No refund

There are no refunds for cancellations during the tour

12. LIABILITY

12.1 Any and all claims made by the Customer with respect to the assertion that Services, Rental Material and/or Tours deviate in a substantive manner from the contractually agreed specifics may only be made by the Customer if he notified USA Bike Tours immediately (i.e. at all times within 2 hours) after the asserted finding of such non conformity.

12.2 If and when USA Bike Tours confirms the non-conformity it shall make good such defect or, if not possible, reimburse the Customer for a maximum amount of 5% of the Tour Price.

12.3 THE CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS USA BIKE TOURS AND THE TOUR OPERATOR AGAINST ALL LOSSES, EXPENSES, PENALTIES, DAMAGES AND LEGAL COSTS WHICH USA BIKE TOURS AND/OR THE TOUR OPERATOR MAY SUFFER OR MAY BE REQUIRED TO PAY FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGES SUFFERED BY ANY PERSON BY REASON OF THE RENTAL MATERIAL OR THE OPERATION, HANDLING, TRANSPORTATION OR USE THEREOF BY OR WHILE IN THE HANDS OF THE CUSTOMER.

12.4 THE CUSTOMER HEREBY RENOUNCES ALL CLAIMS THAT IT MAY HAVE AGAINST USA BIKE TOURS AND/OR THE TOUR OPERATOR FOR ANY LOSS OR DAMAGE THAT IT MAY SUFFER, EITHER DIRECTLY OR INDIRECTLY, BY REASON OF THE CONDITION OF THE RENTAL MATERIAL.

13. LIMITATION OF LIABILITY

13.1 USA BIKE TOURS SHALL ONLY BE LIABLE FOR DAMAGES, PAYMENTS, LOSSES, COSTS, EXPENSES AND LIABILITIES INCURRED BY CUSTOMER (INCLUDING ITS TRAVELLING COMPANIONS) AS A RESULT OF A BREACH BY USA BIKE TOURS OF ITS CONTRACTUAL OBLIGATIONS.

13.2 ANY BREACH BY TOUR OPERATOR OF ITS OBLIGATIONS TOWARDS CUSTOMER SOLELY RENDERS THE TOUR OPERATOR LIABLE. USA BIKE TOURS IS NOT LIABLE FOR ANY AND ALL ACTS AND/OR OMISSIONS OF THE TOUR OPERATOR PERFORMING

THE TOUR UNLESS SUCH ACTS AND/OR OMISSIONS ARE CAUSED BY A FAULT OF USA BIKE TOURS.

13.3 USA BIKE TOURS NOR THE TOUR OPERATOR IS LIABLE FOR ANY AND ALL ACTS AND/OR OMISSIONS OF THE CUSTOMER (INCLUDING ITS TRAVELLING COMPANIONS) SUCH AS BUT NOT LIMITED TO THE NON ABIDANCE OF LOCAL TRAFFIC RULES AND REGULATIONS

13.4 USA BIKE TOURS'S AND THE TOUR OPERATOR'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER OR CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL TOUR PRICE.

13.5 IN NO EVENT SHALL USA BIKE TOURS OR THE TOUR OPERATOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

13.6 TO THE EXCLUSION OF ANY STATUTE OF LIMITATIONS, ANY AND ALL LIABILITY OF USA BIKE TOURS AND/OR THE TOUR OPERATOR WHETHER IN CONTRACT OR AT LAW ENDS AT ALL TIMES 1 YEAR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES AND TOURS.

13.7 THE ABOVE EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY NOT ONLY IN CONTRACT BUT ALSO IN TORT OR OTHERWISE AT LAW AND SHALL APPLY NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY ELSEWHERE IN THE ORDER, CONTRACT OR THE CONDITIONS.

13.8 PARTIES HAVE EXPLICITLY AGREED UPON AFOREMENTIONED EXCLUSIONS AND RESTRICTIONS REGARDING USA BIKE TOURS'S LIABILITY UNDER THESE TERMS AND CONDITIONS.

14. Confidentiality and intellectual property

14.1 All intellectual property rights on the Goods, Services and/or Tours delivered or performed by USA Bike Tours, including without limitation all copyrights, database rights, rights in design, rights in know-how, patents and rights to inventions, information, content, materials, data or processes (in all cases whether registered or unregistered and including all rights to apply for registration thereof) belong to, shall remain and/or shall become the property of USA Bike Tours. All bearers of intellectual property shall remain or become the property of USA Bike Tours and, without its explicit consent, may not be copied, shown to third parties or used in another manner, whether or not any costs were paid by Customer for the production or provision thereof. Customer shall return any such bearers to USA Bike Tours on first written demand there to.

15. Personal data

15.1 USA Bike Tours collects, analyses, uses and processes the personal data of the Customer in compliance with all applicable laws in The Netherlands.

16. Applicable law / jurisdiction

16.1 These terms and conditions will be governed exclusively by and construed in accordance with the laws of The Netherlands without reference to its principles of conflict of law.

16.2 Parties hereby irrevocably submit that all disputes concerning the contractual relationship will be subject to the jurisdiction of the Dutch civil courts, district of Amsterdam