

General terms and conditions for activities organised by BikePort Sagl (BikePort Sagl GTC-Activities)

1. In general

These general terms and conditions (GTC) govern the registration or mandate, the content and conduct of the activities organised by BikePort Sagl.

2. Registration

The registration to the activities of BikePort Sagl or the mandate to carry out an activity can be done in written form or by telephone and is equivalent to the stipulation of a contract of which these GTC are an integral part. BikePort Sagl confirms the registration or the assignment in written form.

3. Payment

The cost of the activity is to be paid to the bank account indicated in the confirmation of enrolment by the deadline indicated therein or in cash before the start of the activity. For some activities, a deposit may be required. Unless otherwise indicated, prices are quoted in Swiss francs.

4. Cancellations or modifications of the order by the client

Cancellations or requests for modification of the order by the client must be sent to BikePort Sagl in a written form. In case of dismissal from an activity, the following percentage of the total cost of the activity will be invoiced:

- A cancellation outside 30 days before the start of the activity is free of charge.
- From 30 to 22 days before the start of the activity: 10%, but at least CHF 20.
- From 21 to 14 days before the start of the activity: 30%.
- From 14 to 8 days before the start of the activity: 50%.
- From 7 to 1 day before the start of the activity: 80%.
- Less than 24 hours before the start of the activity: 100%.

If the activity cannot take place because the client arrives late or does not show up at the agreed meeting place at all, 100% of the agreed cost is invoiced. Costs generated by the client's non-appearance or lateness are at the client's expense. If the client turns up after the activity has started or withdraws from the activity prematurely, he is not entitled to any reimbursement.

5. Cancellations or changes to the assignment by the organiser

For certain activities a minimum number of participants is required. If this threshold is not reached, the organiser can cancel the activity. In this case, the amount already paid by the client - for services not yet achieved - is refunded. The organiser may cancel or interrupt an activity if force majeure conditions, such as special weather conditions, natural hazards or measures dictated by the authorities, make it unreasonable or dangerous to carry out the activity. In this case, an alternative programme shall be proposed, or the services paid for and not yet achieved shall be compensated. Other claims for compensation are excluded.

6. Programme changes

Changes in price and programme cannot be excluded. When taking part in outdoor activities, the client must take into account the possibility of programme changes due to unfavourable weather conditions. For safety reasons, the guide or instructor may adjust the programme at any time.

7. Photographic material and videos

Photographs and videos taken during the activities may be published on the website or on the social media channels of BikePort Sagl for promotional purposes, unless expressly stated otherwise by the persons depicted in them.

8. Rental

The general terms and conditions of our partner Rent a Bike AG apply to the rental of bicycles.

9. Liability

BikePort Sagl is responsible for possible shortcomings in the execution of the activities, but only if they diminish the agreed services. BikePort Sagl declines any liability for direct, indirect or consequential damages that may result from the participation in an activity organised by BikePort Sagl, in compliance with the relevant provisions of the Swiss Code of Obligations (CO).

10. Insurance

Each participant is obliged to have his own adequate accident and liability insurance cover.

11. Applicable law and place of jurisdiction

This contract is subject to Swiss law. The place of jurisdiction is Bellinzona. These General Terms and Conditions have been translated from the Italian. In the event of a legal dispute, the Italian version shall prevail.

Bellinzona, April 2025