

Terms & Conditions

WORLD MOTORBIKE TOURS LTD

Telephone Contact Details

Calling within the United Kingdom
Mob: 07888 696 001

Calling from outside the United Kingdom
Mob: +44 7888 696 001

01. Introduction

- World Motorbike Tours Ltd is known as “Company” or “The Company”.
- The Customer is known as “Customer” or “The Customer” or “Participant(s)”.
- The first-named person is known as the ‘Lead Name’.
- The Contract is known as “Contract” or “The Contract”.
- The Sales Order is known as the “quotation” or “sales order”.
- Services are known as “Services” “Supplies” “Goods”.
- www.worldmotorcycletours.co.uk, website is known as “the brochure”.
- www.worldmotorcycletours.com, website is known as “the brochure”.
- www.worldmotorbiketours.co.uk, website is known as “the brochure”.

01a. World Motorbike Tours Ltd (The Company) is a incorporated in England and Wales, with Company registration number of 11631731 at the registered office “World Motorbike Tours Ltd, 6a Straightmead, Litton, Radstock, Somerset, United Kingdom, BA3 4GW”,

01b. The terms & cconditions sets outs respective rights and obligations and all bookings are accepted by the Company and the Customer and are subject to these booking terms & conditions.

01c. In these terms & conditions references to the “Customer” including the lead-named person as set out on the sales order, invoice and / or statement. All participants / passenger names on the travel documentation must be the same as per their passport details and are also subject to these terms and conditions and will abide by the respective chosen suppliers that we the Company books or reserves on your behalf through us “The Company”.

01d. GDPR (General Data Protection Regulation)

For GDPR Statement and the “Privacy Policy”.

www.worldmotorcycletours.co.uk/privacy-policy

02. Recorded Calls

02a. Please note that calls pertaining to your booking enquiry may at our discretion be recorded for training and security purposes.

03. Product Description

03a. Sold online as describe on its website for the products / services sold to you the Customer from the website www.worldmotorcycletours.co.uk “the brochure”.

03b. Motorbike Tours, MotoGP Events, Ferry Booking Agent

04. Age Limits for Bookings

04a. All bookings must be made by a person, where your booking is for one or more than one person, the first-named person “known as the “Lead Name” is the name on the head of the sales / invoice / quotation and must be age eighteen (18) years of age in the United Kingdom and twenty one (21) years of age” in the USA, Australia and New Zealand, this will be treated as the ‘Lead Name’ for your booking and will be responsible for making all the necessary arrangements for themselves and their group participant(s) and all payments due to us in accordance with this contract is the Lead Name.

05. The Contract and Conditions of Sale

05a. The “Customer” agrees with these terms “the contract” by paying the deposit/s within 14 days of receiving the quotation from the date that is set out on the quotation sales order, this is sent from our accounts system by email or by post and any balance of payments to “the Company”, hereafter will also comply with those terms and conditions as laid out in this description of the product / services sold to the customer from the Company website www.worldmotorcycletours.co.uk “also known as the brochure”.

06. Reservations Procedure

06a. Reservations or Bookings may be made in person or from our website or we can take your details over the telephone for any motorcycle tour products / service you wish to book, we will then supply you with a quotation with details of the motorcycle tour / service with the costs, the departure and return travel dates and your required deposits / payment schedule, including the payment due date, (This is sent by our online accounts email system or we can send you this by post if you wish at your request.) After we “the Company” receive/s the “customers” deposit or full payment and has issued a confirmation invoice / statement, a binding contract between you “the customer” and us “the Company” comes into existence from the effective date printed on the invoice issued by our online accounts system.

07. Booking / Reservation Procedure, follow these instructions

1. Go to our website www.worldmotorcycletours.co.uk
2. Select the motorcycle tour / event
3. Read the details on the selected motorcycle tour / event
4. Read and understand the motorcycle tour / event that you are booking
5. Click on the “Make a Booking” button
6. Complete the online booking electric form for the selected motorcycle tour / event
7. Read and understand the “Terms & Conditions”.
8. Read and understand the “GDPR Statement and the Privacy Policy”.
9. Tick the box “I Confirm I Have Read and Accepted the “Terms & Conditions”.
10. Tick the box “I Confirm I Have Read and Accepted the GDPR / Privacy Policy.
11. Click the “SUBMIT YOUR TOUR BOOKING” button.

You will then receive an email with the details of your booking, please check that everything is correct, if there is a mistake of any kind please email us with these adjustments tours@worldmotorcycletours.co.uk with those corrections.

08. Customers / Customers Responsibility

08a. When you the Customer is in the pre-booking stage on purchasing any product / motorcycle tour service / event from the “Company” that is on sale from the website “www.worldmotorcycletours.co.uk”, it is the customer’s responsibility to read and understand all the terms and conditions as set out in this document. **Please make sure that you read these terms and conditions and understand them**, this also includes the **GDPR / Privacy Policy** if you **do not** agree with these terms and conditions or the GDPR / Privacy Policy, please **do not** enter into this contract by paying any deposits or payments, once you have made a deposit’s or payments for any of our products / services that we offer, you the customer are duty bound to abide by those terms as laid out that is known as the “The Contract”, this is set after the 14 days cooling off period has ended, once the 14 days have passed (i.e. 15 Days) a binding contract between you “the customer” and us “the Company” comes into existence, reference the date of the sales quotation / invoice, after we “the Company” receive/s the “customers” deposit or full payment and has issued a confirmation invoice / statement.

09. Paying for your Motorcycle Tour / Event

09a. Unless specified otherwise, when you make your booking, you must pay a deposit amount per person or per motorcycle as set out on the website then a further payment of £200 per person / per motorcycle is due 28 days after the first deposit payment, the remaining balance of the motorcycle tour / event is set out on your invoice / statement and must be paid by cleared funds to our Company bank account 90 days before your departure date, as stated on our confirmation invoice.

09b. Bookings / Reservations made after the balance due date must be paid in full at the time of booking as we cannot confirm your booking until full payment is received. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

10. Bookings / Reservations within 90 Days before the event / tour

10a. If you book any motorcycle tour / event within the 90 days of the start date we require full payment at time of booking, you may cancel within this period but will not be entitled to any refund, and the 14 days cooling off period will not apply.

11. Payments and Deposits / Payment Scheme by you the Customer / Customer

11a. Deposits: All deposits paid to secure bookings are required per person or per motorcycle where applicable, each applicable deposit are listed on the selected motorcycle tour / event webpage and on your quotation sales order and are NONE REFUNDABLE after the statutory fourteen day cooling off period from the date as set out on the sales order quotation and on the fifteenth day the lead person will become responsible for the balance due on the invoice issued.

12. Payment Scheme

12a. Spread the cost of your Motorcycle Tour / Event. We know it can sometimes be hard to budget for your motorcycle tour / event, so we're making it easier for you. With our payments scheme, you can secure your motorcycle tour / event with a deposit as set out on the Company's website and then spread the rest of cost over a few months, when the first deposit is made the "the Company" your next payment (Known as the "Next Payment") will be set out on the balance Invoice, this is normally 28 days after we receive your first deposit, and then the final balance is due 90 days before the motorcycle tour / event date, which means you'll be able to make payments for your motorcycle tour / event much easier. (Please Note that this is NOT a Credit Agreement)

13. Documents: The Participant(s), Customer(s), Responsibilities

13a. The Participant(s), Customer(s) must have in their possession during the Tour the following documents which must be current and valid and are in respect of their vehicle and the Participant(s), Customer(s).

- Passport/s valid for six months after the end date of the trip.
- Riders Driving License for the country of residence.
- Riders Driving License for the country that you are riding in.
- International Driving Permit (Required in some Countries).
- Vehicle Registration Document (V5/V5C) (Not for the USA / Canada / India / Japan).
- Valid Motorcycle Insurance for the motorcycle that you are in-charge of.
- Valid Motorcycle Insurance for the country that you are riding in.
- Personal Travel / Medical insurance for each Participant(s) and the Customer(s).

14. Documents to be submitted by the Customer, Participant(s) to "The Company".

GDPR (General Data Protection Regulation) Apply.

14a. All Details must be submitted to "the Company" within 28 days after your deposit / payment has been made to "the Company", as per date set out on your invoice / statement.

14b. Failure to submit the participant(s) details such as the Passport, Driving License & Personal Travel / Medical / Repatriation Insurance will result in the cancellation of your motorcycle tour / event booked with us the Company. There will be **NO** exceptions you will also forfeit all monies paid and **NO** credit or refunds will be issued to you the customer / participant(s) and is not transferable to another motorcycle tour / event.

14c. Details can be submitted on our website as follows:

14d. Passport & Driving License Details Form

<https://www.worldmotorcycletours.co.uk/passport-details>

14c. Motorcycle Details Form

<https://www.worldmotorcycletours.co.uk/motorcycle-details>

14d. News Letter Removal Form

<https://www.worldmotorcycletours.co.uk/news-letter-removal>

15. Participant(s) Personal Travel / Medical / Repatriation Insurance

15a. All Details must be submitted to “the Company” within 28 days after your deposit / payment has been made to “the Company”, as per date set out on your invoice / statement.

- Full Name of the Participant(s) on the tour / event booked
- Full Address(s)
- Contact Telephone Number(s)
- Date of Birth(s) of all Participant(s)
- Full Name of Insurance Company
- Full Name Insurance Broker (if Purchased through an agent)
- Insurance Policy Number
- Insurance Company Address
- Insurance Start Date of the Policy
- Insurance End Date of the Policy
- Type of Cover of the Participant(s)

15b. Please make sure that you are covered for the rider / pillion on a motorcycle over 125cc “Cubic Capacity” and over for all Riders / Participant(s).

15c. The Customer agrees to have suitable personal travel / medical / cancellation insurance in effect from the date that the deposit is made to the Company and for the duration of your motorcycle tour / event, which will cover repatriation for you and any of your party / participant(s).

15d. If you cancel or divert from any motorcycle tour / event before the end of your motorcycle tour / event date you are liable for your own claim against your own insurance, the same applies in the event of illness and / or accident. We suggest that you check that your insurance covers for abandonment / cancellation / curtailment and all parties' repatriation. The “Company” World Motorbike Tours Ltd are **NOT** Liable for any claims.

15e. When in the EU each person should carry their own EHIC (European Health Insurance Card) available free from Post Offices or can be obtained online which gives you basic/emergency medical cover within the EU but in the event of a serious illness or accident may not cover repatriation costs or extended stay in hospital. We recommend that you have personal travel and repatriation insurance.

16. Participant(s) Driving Licence

16a. All Details must be submitted to “the Company” within 28 days after your deposit / payment has been made to “the Company”, as per date set out on your invoice / statement.

- Full Name of the Participant(s) on the tour / event booked
- Driving Licence, Start Date and End Date
- Under Section 10, Class (A) Date
- Under Section 11, Class (A) Date
- Class of Motorcycle qualified to ride

17. Participant(s) Passport Details.

17a. All Details must be submitted to “the Company” within 28 days after your deposit / payment has been made to “the Company”, as per date set out on your invoice / statement.

- First Given Name
- Second Given Name
- Surname
- Passport Number
- Passport Date of Issue
- Passport Date of Expiry
- Date of Birth
- Sex (Male / Female)
- Country Code
- Nationality

18. Travel Visa’s that require tourist to enter their country

18a. You are also responsible to obtain your own travel visas to the country that you are travelling through or to (i.e. USA ESTA Authorisation)

19. Customers Luggage

19a. You are responsible for the carriage and care of your luggage throughout your holiday /motorcycle tour / event, except for such times as it may be in the hands of an airline; where in such circumstances the airline’s specific terms and conditions relating to the carriage of baggage will apply. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.

19b. You must comply with the terms and conditions of the third party suppliers of any travel services that form part of the package. Failure by you to observe such terms and conditions which are incorporated into this contract.

20. Customers Disclosure

20a. Pre-existing Medical Conditions: (including dietary or other allergies): We request that you inform us of any pre-existing medical conditions and any treatment/medication that you may need or carry for this condition so that in the event of an unfortunate recurrence or episode we are able to obtain appropriate medical assistance for you as soon as possible. Any such information will be treated with the utmost sensitivity. Please ensure that you have adequate medication to cover your entire trip with us plus some spares in the events of loss of your baggage.

20b. None Disclosure of medical conditions: World Motorbike Tours Ltd will render the contract invalid between you the Customer / customer and the Company or its director/s, and will result in the termination of your motorcycle tour with the loss of any monies paid,

nor will any claim for consequential losses be accepted due to such non-disclosure becoming apparent.

20c. Full disclosure: You must disclose any criminal convictions which may affect your entry to or from any country through which the tour may take you, non-disclosure or false information may result in the termination or cancellation of your trip with World Motorbike Tours Ltd without a refund at any time nor will any claim for consequential losses be accepted due to such non-disclosure becoming apparent.

20d. Declare all medical and pre-existing medical conditions that you have had in the last (5) five years. within twenty-eight days (28) days of the deposit confirmation date / invoice / receipt / statement.

20e. We will require you to issue us with a brief description of your condition (i.e. heart bypass etc) this must be accepted by your Personal Travel / Medical insurance and detailed on your insurance travel documents to us no less than 12 weeks before we depart for your motorcycle tour / event, if this is not received you may be refused to come on the motorcycle tour / event.

21. Pricing and Accuracy

21a. We the Company endeavors to ensure that all the information and prices that we give to you are accurate, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances. The price quoted to you at the time of booking and the price subsequently confirmed in writing on your confirmation invoice is full and final. (Except on the currency increase rate set out below on the section Currency Fluctuations) The price quoted by “the Company” to you the “customer” for your motorcycle tour / event, will be confirmed to you by us at the time of receiving your payment i.e deposit or payment in full, this is will be set-out on a quotation sales order process and also sets out the number of people / places booked, plus the start and end dates of the product / service description, and the payment schedule scheme, please make sure that you understand what you have booked as after 14 days of the cooling off period has passed you may-be liable to cancellation and other charge.

22. If you the Customer Cancel’s

22a. If you the “customer” cancel’s your arrangements i.e. Motorcycle Tour / Event / Services with “the Company” within 15 days of booking by paying your first deposit / payments, any further deposits balance will be payable in full immediately, as you have entered into a binding contract with “the Company”. All payments including both initial and further deposits / payments where applicable are non-refundable and therefore would **NOT** be reimbursed should you decide to cancel your booking for your motorcycle tour / event with “the Company”.

- All Deposits are non-refundable
- After fourteen days has passed (the cooling off period) there are no refunds, of any deposits or payments made to the Company
- A no-show incurs total loss, 100% of all monies paid including deposits
- There are no refunds if you return a rented / hire motorcycles before the end of the hire period.

Refer to section 05. **The Contract and Conditions of Sale**

23. Cancellations by you the customer procedure

23a. In the event that you the customer / consumer are having to cancel your motorcycle tours / event the following will apply

23b. Any Cancellation must be done in writing by email to tours@worldmotorcycletours.co.uk or posted to our working office address at World Motorbike Tours Ltd, 6a Straightmead, Litton, Radstock, Somerset, United Kingdom, BA3 4GW by recorded / registered signed for delivery. **(Faxes are Not Accepted or by Telephone Conversation or Mobile Text Messages)**

24. Transferring to another motorcycle tour / event

24a. Transferring to another motorcycle tour / event is permitted within the current year that you are booked in for your motorcycle tour / event (i.e 2019 is valid the 2019 year only) you must also pay any adjustments of increase if the motorcycle tour / event is of higher value and a fee of £99 per motorcycle tours / event will be charged but is at the discretion of the Company, if you opt for a lower cost motorcycle tour or event no refund of that difference will be issued to you.

25. Transferring your booking to another person

25a. You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 90 days before departure. Both you and the new traveler are responsible for paying all costs we incur in making the transfer, a fee of £99 per motorcycle tours / event will be charged but is at the discretion of the Company, if you opt for a lower cost motorcycle tour or event no refund of that difference will be issued to you.

26. Refunds

26a. If you are entitled to any refund(s) relating to your booking, this will go to the lead passenger who made the booking, usually by the same payment method that was used to pay us. In the case of BACS payment. any fees incurred when making a payment will not be refunded unless we cause the cancellation. No refund is available after your departure date if you attend part of the motorcycle tour / event, or vary or extend the motorcycle tour / event arrangements.

27. Payments and Bank Charges

27a. World Motorbike Tours Ltd “the Company” accepts payments by bank transfers or cheque you will must make all payments in the currency of “UKP £ pounds sterling” as indicated on your sales order / invoice plus you are responsible to pay for any bank or transfer charges either by your bank or our bank “the Company”.

28. Currency Fluctuation

28a. In some circumstances beyond our control, such as currency fluctuation, which may result in an increase in the cost of your purchase over and above an increase of 2% to the published price, World Motorbike Tours Ltd reserves the right to add the increase to your final invoice and you are then liable to pay the increase. Failing to pay will result in the cancellation of your booking and no refund will be given at any time.

29. Price's do not include the following (Unless Stated)

- Personal expenditure, i.e. coffee/s tea / drinks while on-route
- Hotel extras, refreshments, alcohol, breakfast, food
- (unless supplied by the hotels or accommodation that you are staying)
- Hotel / Accommodation securities and Incidental deposit/s
- Telephone land line, mobile telephone calls, Wi-Fi cost.
- Motorcycle fuel / oil / fluids / tyres
- Motorcycle and breakdown / recovery insurance
- Motorcycle clothing, motorcycle boots, motorcycle helmet, motorcycle gloves
- All personal effects and clothing
- Motorcycle hire in within the EU, USA, INDIA or JAPAN
- Travel Visa's / USA ESTA fees,
- Overseas airport departure charges payable locally, and portorage
- Personal holiday and Personal Travel / Medical / Repatriation Insurance
- Taxes or compulsory charges introduced by Governments, regulatory bodies or airlines after you have booked
- Charges introduced or increased after you have booked relating to transportation costs on delays due to bad weather or industrial actions in such country

30. Documents Required (To be supplied by you the customer)

30a. Please Print / Copy all Important Documents and Bring with you in the case of lose / destroyed information

31. Travel Details

31a. Motorcycle Tour information / itinerary and Hotel Addresses will be issued between 6 to 2 weeks before the Motorcycle Tour / Event start date/s.

31b. **Flights:** World Motorbike Tours Ltd will **NOT** supply any flights, to the place where the tour is taking place.

31c. **Flights:** Please **Do Not** Book Any Flights Until The Event Date/s are confirmed, the confirmation dates will be on the relevant web page and you final invoice. **NO** compensation will be paid by World Motorbike Tours Ltd "the Company" to you the customer/s / participant(s), World Motorbike Tours Ltd are **NOT** responsible for any travel disruptions or cancellations.

31d. **Ferry Bookings:** Any travel which includes a ferry during your travel with World Motorbike Tours Ltd "the Company" must abide by the Terms & Conditions as set out by the ferry companies. Once booked through World Motorbike Tours Ltd there will be **NO**

REFUND for fares / taxes paid, World Motorbike Tours Ltd are not responsible for any travel disruptions or cancellations made by the ferry companies.

31e. Travel Documents: Passports / Visas / Visa Waivers (USA): It is the responsibility of the customer to ensure that all members of their party / participante(s) are in possession of either a valid passport or suitable travel document appropriate to country / countries being visited or transited during your trip with World Motorbike Tours Ltd. If you require visa's or any others in your party / participante(s) for the country / countries you are visiting, you are expected to obtain the correct documentation before travelling.

32. Motorcycle Tours / Motorcycle Hire / Your Own Motorcycle Documentation

32a. Driving License requirements: All riders must be in possession of a full and valid license for the class of machine they are using for the countries they are visiting. We advise you to obtain an International Driving Permit, this can be obtained from most major post offices in the United Kingdom.

32b. Riding your own Motorcycle / Motorbike: We only accept motorcycles / motorbike that are road legal, with registration plates, insured and in good condition with a current MOT where appropriate. Each participant is responsible for their own motorcycle and for the care and use of it and the motorcycle / motorbike for the conformity of it with the laws in force. In the case of mechanical breakdown whilst riding your own motorcycle / motorbike you are responsible for recovery / repatriation and or repair of the motorcycle and for you and or your pillion. "the Company" is NOT responsible for any breakdown or recovery of the "customers / participants" motorcycle / motorbike.

32c. Motorcycle Breakdown / Recovery: We would like to suggest you hold a valid and adequate breakdown recovery insurance, which includes repatriation for your motorcycle and for you and your pillion.

32d. Motorcycle Insurance: Each participant must be in possession of valid insurance for their own vehicle, for themselves (and their pillion), including valid repatriation where applicable. Any incident or accident that involves a "customer / participante" (or their pillion) will not be accepted as the responsibility of World Motorbike Tours Ltd.

32e. Motorcycle Vehicle Insurance: We do not provide insurance cover in any circumstance for any vehicle, unless stated on the tour that you have booked, and we "the Company" are not the insurance Company of your motorcycle / motorbike and have no liability for any claims made to that insurance Company, your own or 3rd party liability insurance in connection with your use of any motorcycle / motorbike / motor vehicle that you hire / rent on any of "the Company" motorcycle tours / events.

32f. Motorcycle Hire: The renter must agree to abide by the terms and conditions as set out by the motorcycle hire / rent Company including covering damage deposit / insurance excess including the cover for loss damage or replacement of keys. Any payment for hire for a motorcycle / motorbike is paid from your motorcycle tours i.e. USA, India, Japan booking. Vehicle Insurance and choice of insurance and or breakdown / recovery is made directly with the motorcycle hire / rent Company unless otherwise stated on "the brochure". World Motorbike Tours Ltd "the Company" is not responsible for such insurance that you "the customer" purchase.

32g. **NO** refunds if you return a rented/hired motorcycle before the end of the hire.

33. Customer disruption

33a. If a participant: causes any disruption by words or deed to a tour or event to other participant's on that tour or event they may be asked to leave immediately without redress and will result in the termination of your trip with World Motorbike Tours Ltd plus the loss of all monies paid by you the Customer, nor will any claim for consequential loss be accepted by World Motorbike Tours Ltd for other costs incurred for the none completion of the tour by you the participant under any circumstance. No refund or compensation will be given in anyway shape or form i.e. money or credit towards another motorcycle tour.

33b. Leaving the motorcycle tour: If for any reason the participant (you the customer) chooses to leave or excludes themselves from a motorcycle tour before the end of said motorcycle tour he or she will not receive any refund or compensation in anyway shape or form i.e. money or credit towards another event we host or hold

34. Customer / Customers Behavior

34a. All Participants are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person, your behavior or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, or verbal abuse, aggressive, violent or offensive behavior will not be tolerated. We reserve the right to terminate your booking arrangements with us immediately and will ask you to leave the motorcycle tour / event.

34b. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. **No** refunds for lost accommodation or any other service will be made and the Company will not pay any expenses or costs incurred as a result of termination, the Company will also cancel your onward travel with any ferries that are booked / reserved for you. You the Participant and/or any members of your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you the Participant or any member of your party.

34c. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

34d. We the Company cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

35. World Motorbike Tours Ltd Responsibilities

35a. We Are Responsible: For any part of the program booked by us, where it is within our control, to ensure that it meets the standards as described in “the brochure” or it’s publicity.

35b. We Are **NOT** Responsible: World Motorbike Tours Ltd are not responsible for any amenities supplied by any Hotel’s / Motel/s / Cabin/s “i.e. accommodation” being out of order due to service requirements, weather conditions or lack of demand due to low client numbers, nor other amenity such as parking space fees that you may have cause to require the use of, nor extra’s such as food and drink including alcohol drinks supplied by third parties that may cause your death or that by any other party that is with us at any hotel or event, nor personal injury or illness caused by activities in which a participant engages which is outside of the event / hotel provided by World Motorbike Tours Ltd.

35c. Hotel’s / Motel/s / Cabin/s Policy’s: Please also note that some accommodation / hotels / cabins / lodges / motels, will require a government issued photo ID and a credit card or cash deposit at check-in for incidental charges on your room, please check the relevant tour for meals supplied i.e. B&B or Half-board., any extra’s charged and not paid by you “the customer / participant” before departure will incur an administration fee of £99 plus the cost of said extra’s paid to World Motorbike Tours Ltd and you will be responsible to pay this in full within 14 days. Failure to pay within 14 days will result in legal action against you “the customer / participant”.

36. Minimum Numbers for Motorcycle Tours

36a. All Motorcycle Tours / Events are subject to a minimum number of 4 people to make it commercially viable. World Motorbike Tours Ltd reserve the right to cancel any motorcycle tour or event by contacting you before your departure date if there are insufficient numbers for the Motorcycle Tour / Event takes place. In the event of the Motorcycle Tour / Event being cancelled you will receive a full refund of money that has been paid to World Motorbike Tours Ltd (No Interest or Compensation will be paid to you the customer in the event of the cancellation of the Motorcycle Tour / Event that you are booked on.

37. Delays / Curtailment

37a. Delays: We “the Company” are **NOT** responsible for any terrorist acts or acts of god that may interrupt your stay or booking with us in anyway shape or form. We cannot be held responsible for any unforeseen delays to your journey to join us. In the case of delays, you are responsible for providing your own meals, accommodation and other travel arrangements where we do not directly provide you with travel to our event / venue, plus you must pay any additional cost therefore incurred.

38. Ferry Delays / Cancellations

38a. We “the Company” are **NOT** responsible for any terrorist acts or acts of god or weather conditions industrial action / strikes that may interrupt your travel / booking with us “the Company”. We “the Company” cannot be held responsible, In the case of any delays in time, you are responsible for providing your own meals, accommodation, fuel and other travel arrangements, it is your responsibility pay any additional cost for accommodation / food / fuel for onward travel “the Company” will **NOT** pay any compensation to you “the customer / participant”.

39. Complaints Procedure

39a. Resolving Complaints: where our representative is in attendance at an event you should in the first instance of a complaint contact him / her within 12 hours of the issue. If, however, you are not completely satisfied you should write to our customer relations office at World Motorbike Tours Ltd, 6a Straightmead, Litton, Radstock, Somerset, United Kingdom, BA3 4GW, this must be carried out within five days of the event date finishing “i.e. 20th of the month” this must be sent to us by recorded post no later than the 25th of the month” (these dates are an example) this will be dealt with within 28 days of our receiving your letter in writing to you.

39b. Breaches of these terms and conditions: Without prejudice to our other rights, if you breach these terms and conditions of use in any way, or if we reasonably suspect that you have breached these terms and conditions of use in any way, we may: (a) send you one or more formal warnings; (b) permanently prohibit you from accessing the website; (d) block computers using your IP address from accessing the website; (e) contact your internet services provider and request that they block your access to the website; (f) bring court proceedings against you for breach of contract or otherwise; (g) delete or edit any or all of your content which is posted on our blogs i.e. Facebook, Twitter ect. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

40. Company Trade Marks and Website

40a. Assignment: You hereby agree that we may transfer, sub-contract or otherwise deal with any or all of our rights and/or obligations under these terms and conditions. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions without obtaining our prior written consent from World Motorbike Tours Ltd.

40b. Trademarks: World Motorbike Tours Ltd and our logos are trademarks belonging to us. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights. The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

40c. Third party websites: Our website may include hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

40d. Acceptable use: You must not use our website for World Motorbike Tours Ltd in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must

not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communication. You must not use our website for any purposes related to marketing without our express written consent.

41. Ownership of World Motorbike Tours Ltd Website Site and its Contents

41a. The Website Site www.worldmotorcycletours.co.uk is owned by World Motorbike Tours Ltd the Company. Unless otherwise indicated, all of the content featured or displayed on the web site are protected and given permission from the end user for the use of publication on the www.worldmotorcycletours.co.uk the web site (i.e. The Customer) from the events that World Motorbike Tours Ltd, any images or text content supplied to World Motorbike Tours Ltd are supplied by the customer on the relevant event that World Motorbike Tours Ltd operates, by supplying the images or text wording from World Motorbike Tours Ltd has the right to publish on www.worldmotorcycletours.co.uk web site including but not limited to, text, graphics, logo's, data, photographic images, moving images, sound, illustrations and the selection and arrangement thereof ("World Motorbike Tours Ltd Images Content"), is owned by World Motorbike Tours Ltd, its licensors or its third-party image partners give permission to use text, graphics, logo's, data, photographic images, moving images, sound, illustrations. All elements of the Site, including the website Images Content, are protected by copyright of World Motorbike Tours Ltd, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

42. Passing off this Business

42a. By entering into this contract, you "The Customer" agree not to undertake any services that the 'Company' supplies. In addition, you agree not to 'pass off' any information to associates, friends or family members which enables them to undertake services that the 'Company' supplies. You agree not to do this, for a period of two years from the date you paid your deposit. Should the 'Company' become aware of any breach, the 'Company' will pursue and make a claim in the courts to be compensated for the loss of potential business and damages.

42b. **Definition;** Passing off is similar to trade mark infringement, but applies to protect unregistered rights associated with a particular business, its goods or services. Passing off actions can be brought in a wide range of situations, including to protect business names and features and services they offer. You may be in breach of this contract, if you misrepresent the origin of goods or services. i.e. If you lead consumers to believe that their goods or services are connected with the services of "World Motorbike Tours Ltd", when they are not, you may give "World Motorbike Tours Ltd" grounds to sue you for passing off the business.

43. Company Insurance

43c. Liability Insurance: We the Company holds Company liability insurance covering up to 2,000,000 (million) pounds UK Sterling in respect of a third-party claim to us the Company.

44. Protection of Your Money

44a. Protection of Your Money: According to the 1992 Package Travel, Package Holiday and Package Tours Regulations all holiday organisers have to make provision for the protection of holidaymaker's money in the event of the Company's insolvency. In accordance with these regulations World Motorbike Tours Ltd hold all clients' monies in a trust account we are also in compliance with EEC Regulation (90/314/EEC) all funds are held in a trust account and cannot be withdrawn until after that event has been completed. This is to protect you the customer from any fraud so you know your money is completely safe. Any refunds will be made at this time and not until after the event completion date.

44b. ATOL Protection is for: For Flight Based Holidays Only, ATOL stands for "Air Travel Organisers' Licence". It is a government-run financial protection scheme operated by the Civil Aviation Authority (CAA). All monies you pay for package holidays involving flights and holidays including a flight plus accommodation and/or car hire, must be protected under an ATOL license. You will receive an ATOL Certificate at the time you make your payment, and you will need to keep the certificate safe, not supplied by World Motorbike Tours Ltd.

44c. ABTA Protection: If you buy a land- or sea-based holiday such as coach, rail or cruise holiday from an ABTA Member your monies will be protected by the ABTA scheme of financial protection. This means that if your travel Company fails and your holiday can no longer go ahead you will be entitled to a refund if you are yet to travel and hotel costs and transport home if you are abroad, this comes under your travel insurance, please check with you travel insurance Company, not supplied by World Motorbike Tours Ltd the Company.

45. Legal Agreement

45a. Entire agreement: These terms and conditions, together with our privacy policy, constitute the entire agreement between you the end user / customer and us World Motorbike Tours Ltd in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

45b. Force Majeure: World Motorbike Tours Ltd accepts no responsibility for and shall not be liable in respect of loss or damage or charges or cancellation caused by "force Majeure" i.e. circumstances outside our control, e.g. cancellation or delay in the start of the event, war or threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions.

46. Debt Recover

46a. Any debt's or money owed to World Motorbike Tours Ltd by you the customer / pparticipante(s) for none payment will result in county court action to recover this monies and cost owed to the Company, this is for any goods or services if payment is not made to the Company after judgement the said debt will be handed over to our debt recover service to recover any money that you the customer / pparticipante(s) owe, you will also be liable for the recovery charges imposed by our debt recovery agency from the original action date.

47. Indemnity

47a. You the Customer / customer hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses, including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

48. English Law

48a. These terms and conditions are governed by and construed in accordance with English Law, and any disputes relating to the event program offered to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

49. Booking Terms and Conditions Amendments

49a. We the Company reserve the right to amend, add or withdraw any of our booking within the terms & conditions at any time and with 14 days' notice to the Customer / customer in the case of the Customer / customer breaches these booking terms and conditions, this is given to the Customer / customer of that fact and statement.

50. Amendments

50a. Any such amendments to these terms & conditions will be added to this section below, plus a new copy of the terms & conditions will be published on the Company's website, "the brochure".

51. Copyright

51a. Copyright @ World Motorbike Tours Ltd

51b. Copyright Law can be found at the UK, s government website

<https://www.gov.uk/copyright>

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