

## 1. Tour Operator and the Contract

All motorcycle expeditions ("Expedition(s)") are operated by GlobeBusters Limited, Unit 15, Woodlands Business Park, Ystradgynlais, Swansea, SA9 1JW, United Kingdom and whose registered office is HR Harris & Partners, 44 St Helens Road, Swansea, SA1 4BB, United Kingdom ("GlobeBusters" / "We"). The Participant(s) is / are the person(s) listed on the GlobeBusters booking form ("Participant(s)" / "You"). "Force majeure" is any situation beyond the control of GlobeBusters, which can be, but is not limited to, war, terrorist activity, natural disaster, civil strife, adverse weather or road conditions, fire, bureaucratic obstacles, border closures, changes in schedules by ferry companies, airlines, bus or train operators.

GlobeBusters reserves the right to decline any booking at their discretion. The Participant(s) are required to sign a completed booking form and a release and waiver form. Once these documents have been received and the Participant(s) deposit has been banked, a contract is made between GlobeBusters and the Participant(s) who have signed the booking form and release and waiver form.

Variation of the terms of this contract is only valid if done so in writing and signed by both the Participant(s) and an authorised representative of GlobeBusters. The contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts. In the event that any of the provisions of this contract shall be determined by any Court to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the contract, which shall continue to be valid and enforceable.

## 2. Payment

a) Payments may be made by cheque or postal order made payable to GlobeBusters Limited or by electronic transfer. For electronic transfer, we will notify the Participant(s) of our bank details separately.

b) A deposit of 10% of the full brochure price is required for each Participant booking an Expedition. Payment must be sent to GlobeBusters Limited, Unit 15, Woodlands Business Park, Ystradgynlais, Swansea, SA9 1JW, United Kingdom.

c) The stage payment schedule for the balance of the Expedition is 33% twelve months prior to the start date and 67% three months prior to the start date.

d) Should the Participant(s) balance not be paid on the due date, we shall cancel the Participant(s) reservation and no refund will be made. Should the Participant(s) make a booking less than three months prior to departure the full amount is due immediately.

e) Deposits and stage payments paid are specific to the Expedition booked and are non-refundable and non-transferable.

## 3. Pricing

Only the items specifically listed in the General Information in the GlobeBusters brochure are included in the price. Therefore, for clarity, the following items are **not** part of the price and are an additional cost to the Participant(s):

- Return passenger airline flights to get to the start and from the finish point for each Expedition or those required during the Expedition.
- Personal travel, accident and medical insurance, third party motorcycle insurance cover / breakdown cover.
- Entrance fees to sights and parks (except where stated), personal spending money, meals (except where stated) optional excursions or other extras.
- Personal documentation (eg visas, passport), vaccinations, personal taxes, border crossing fees.
- Bike services, bike repair, spares, bike documentation (including carnet de passage), fuel, toll road fees traffic, fines.
- Any travel, subsistence & hotel costs to and from the air freight point in the UK or to and from any UK briefing meetings.
- Freight of the Participant's motorcycle back to their home county from a place that is not the official end point.
- Additional transportation of you or your motorcycle en route where the Participant or their motorcycle cannot continue beyond the short and temporary assistance offered by GlobeBusters Support Vehicle.
- Any other item not specifically included in the price.

## 4. Surcharges

The price will not be subject to a surcharge save that resulting from currency fluctuations or Government action, affecting transportation costs, dues, taxes, embarkation or disembarkation fees. We will absorb any such increase up to 2% of the Participant(s) Expedition price, thereafter any further increase will be passed onto the Participant(s). If there is an increase of more than 10% of the Expedition price, the Participant(s) will be entitled to cancel and receive a full refund. We will not apply a surcharge less than 4 weeks prior to departure.

## 5. Nature of the Expeditions and Acceptance of Risk

Your booking is accepted on the understanding that:

a) Participant(s) are aware that the Expedition in addition to the usual dangers and risks inherent has certain additional dangers and risks, some of which may include: physical exertion for which you may not be prepared; weather extremes subject to

sudden unexpected change; remoteness from normal medical services; evacuation difficulties if you are injured.

b) Participant(s) acknowledge that the enjoyment and excitement of adventure travel is derived in the part from the inherent risks incurred by riding your motorcycle through the less well developed countries listed on the itineraries and undertaking activities beyond the levels of safety normal at home or at work, and that these inherent risks contribute to such enjoyment and excitement and are the reason for your participation.

c) Participant(s) acknowledge that the nature of this type of travel requires a considerable degree of flexibility and you must allow for alternatives, some of which may include: not arriving at the day's final destination; having to take an alternative road / route; a change in hotel accommodation; the group assisting each other through an unforeseen challenge which delays our schedule.

d) Participant(s) understand that the route, schedules, itineraries, amenities and modes of transport may be subject to alternation without prior notice due to local circumstances or events, such as sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political dispute, entry or order difficulties, climate and or other unpredictable or unforeseeable circumstances.

e) Participant(s) acknowledge that the countries that we travel in are, for the most part, underdeveloped, both as far as basic infrastructure are concerned, and in the level of tourist amenities. Nor do they lend themselves to creature comforts. It is important to understand that even the most meticulously planned arrangements can, and do, go wrong. Conditions are such that there may be times of discomfort and delays, which are a way of life. Participants booking on an Expedition implicitly accept the above.

f) Participant(s), their baggage and property travel entirely at their own risk, acknowledging that participating in an Expedition means that certain risks will occur, including but not limited to the hazards of riding your own motorcycle, of travelling through mountain terrain at altitude, the forces of nature and the very limited medical facilities of some regions.

g) Participant(s) must realise that attitudes to safety are very different to those in Western Europe. Passenger seat belt regulations or minimum standards of vehicle maintenance or driving standards are not widely enforced. Hard hats, helmets, life jackets may not be provided for activities. You must accept all the consequences of such a different lifestyle, culture and attitudes, which may be adverse to your own well-being.

## 6. Itineraries

a) The itineraries and other details are published in good faith. The running times are estimates only and we will not be liable for any loss (howsoever caused) arising from the delay to operate services in accordance with published timings.

b) If any additional expenses are incurred by the Participant(s) through delays, accidents or disruption in planned itineraries because of force majeure, or are considered advisable by us, then these are borne by the Participant(s).

c) The Participant(s) accept that force majeure may prevent GlobeBusters from supplying the Expedition as described.

d) No refund will be made for any unused services which are included in the Expedition Price.

## 7. The Participant(s) Responsibilities

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

- Passport, valid for six months after the end date of the trip.
- Driving licence of the Participant(s) country of residence.
- International Driving Permit
- Vehicle registration document and / or title
- Carnet de passage (where applicable)
- Vaccination certificates (where appropriate)
- Personal travel insurance, valid for motorcycle touring on bikes over 125cc and covering personal accident, medical expenses, repatriation, loss and damage to personal effects. In the event that the Participant(s) do not have suitable travel insurance, they will not be allowed to join the Expedition.

b) It is the Participant's responsibility to make all necessary arrangements to ensure compliance with visa requirements for each country, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure. Participants who are forced to curtail their participation due to incorrect, lack of or loss of necessary documents will not be refunded.

c) The Participant(s) accepts responsibility for obtaining all necessary travel information and documentation required for the Expedition. Any information that we provide to the Participant(s) on such matters as permits, visas, vaccinations, climate, clothing, baggage, special equipment etc, whether done before the start or during the Expedition, is given in good faith but without any responsibility whatsoever on the part of GlobeBusters.

d) It is the Participant(s) responsibility to ensure that they seek professional medical advice before travelling and to take all necessary health precautions and preventative measures. The Participant(s) must inform us of any medical, physical, mental or other condition, which may affect the services provided on the Expedition, including any condition which may arise en route.

e) In booking an Expedition, the Participant(s) acknowledge that they are responsible for making themselves aware through their country's Foreign Office, State Department warnings, advisers and other sources available to them, in regard to the safety of the countries and areas in which they will be travelling and to make their own decisions accordingly.

f) The Participant(s) must provide their own motorcycle and rider equipment which is suitable for the Expedition itinerary. The Participant(s) are solely responsible for the condition of the motorcycle and rider equipment and that it is safe for use. Your motorcycle must be in good legal condition. In the event of a mechanical failure, all additional costs associated with the repair of the motorcycle are the responsibility of the Participant(s).

g) Participant(s) are responsible for their own motorcycle, its use and how they ride it and they must conform to local laws and regulations. They are also responsible for any pillion passenger being carried. A road traffic accident that occurs to Participant(s) causing personal injury or death is not the responsibility of GlobeBusters or the Expedition leader or support team, unless we are shown to have been legally negligent.

h) By signing the booking form, the Participant(s) agree to accept the authority and decisions of our Expedition leader, employees, agents or suppliers during the Expedition. Participants must follow any the instructions provided to them in the Expedition Departure Handbook. If, in the opinion, of any of these people, your health or conduct appears to endanger the progress of the Expedition you may be excluded from the whole or part of the Expedition.

i) The Participant(s) must abide by all local laws and customs of the countries visited, including but not limited to motorcycle clothing and equipment, condition of their motorcycle, traffic regulations, the Participant(s) ability to ride the bike and all other laws. In the event that the Participant(s) are stopped or held by the local authorities, the consequence of this remains the Participant(s) responsibility and we will not be able to unduly delay any part of the Expedition. GlobeBusters has the absolute discretion to order a Participant to leave the Expedition if they are found contravening such laws and customs, or interfering (or is judged to have the potential to interfere) with the well-being of the group, other Participant(s) or themselves, or they are putting the progress of the Expedition in jeopardy.

j) The Participant also expressly understands that they are under a duty to mitigate any risks to themselves as far as is practicable, by taking all reasonable steps to ensure their own safety whilst on the Expedition.

k) We will not be able to assist the Participant(s) to the detriment of the other Participants of the Expedition. The Participant(s) may rejoin the Expedition at any time, provided they are fit to do so. Should a Participant leave an Expedition prior to the end, for whatever reasons, no refund will be made.

l) The Participant(s) must be aware that we may take photographs, videos and films of the Participant(s) whilst on the Expedition, of which we reserve the right to use such material for any advertising, brochures and video production, and other marketing uses (including footage for television) without obtaining further consent.

## 8. Our Responsibilities

a) We are responsible for ensuring that the Expedition booked will be supplied as described in our itineraries and to a reasonable standard, using our reasonable skill and care. If you wish to make any claim against us, you must show that reasonable skill and care has not been used. In local countries where the standards of driving, health, safety, hygiene, and quality of accommodation can be significantly lower from your own country, reasonable care and skill is to be determined by what is normal for local standards and customs and in accordance with any applicable local regulations.

b) For claims of personal injury or death during our Expedition, we only accept liability if we have failed to satisfy our obligations as set out in paragraph a). Our liability for personal injury or death or any other claim is limited to any damage caused to the Participant(s) by our failure to perform the contract or the improper performance of the contract, unless the failure or improper performance is due neither to our fault nor the fault of another supplier of services, because it is the fault of the Participant(s) or a third party unconnected with the provision of the services contracted for, or was due to unusual or unforeseeable circumstances which could not have been avoided even if all due care had been exercised. Where GlobeBusters is found to be liable, the maximum amount of damages will be limited to the price paid for the Expedition.

## 9. If we cancel or change an Expedition

a) Commercial Viability: We reserve the right to cancel the Participant(s) booking if there are not sufficient numbers on the Expedition to make it commercially viable. For Expeditions of more than ten (10) weeks, we will provide the Participant(s) with a minimum six (6) months notice. For Expeditions of 10 weeks or less, we will provide the Participant(s) with a minimum three (3) months notice. In such circumstances the Participant(s) options are:

(i) a full refund of all monies paid

(ii) transfer onto an alternative Expedition (which may involve an additional payment or refund)

(iii) continue on original Expedition, on payment of a supplement

b) Significant Changes and Outright Cancellation: From time to time, we may have to make minor changes to the Expedition, of which we are not obliged to inform the Participant(s) prior to departure. In the rare circumstances, where we need to make a significant change, we will notify the Participant(s) as soon as reasonably possible prior to departure. "Significant" changes for the Expeditions of more than 10 weeks are considered to be not visiting more than one of the countries listed in the itinerary and all other changes are defined as minor changes. "Significant" changes for the Expeditions of ten (10) weeks or less are considered to be not visiting more than one of the main cities or highlights listed in the itinerary and all other changes are defined as minor changes. There may also be rare unforeseeable circumstances, which mean that the Expedition has to be cancelled outright and we reserve the right to do so.

In the event of a significant change or outright cancellation of the Expedition, the Participant(s) have the following options:

(i) where there is a significant change, continue the Expedition as per the new details / itinerary

(ii) transfer to an alternative available Expedition (which may involve an additional payment or refund)

(iii) a full refund of all monies paid

If the Expedition is cancelled, GlobeBusters will not be liable for additional costs or losses incurred by Participant(s) due to the cancellation of the Expedition. This includes, but is not limited to, the cost of prepaid airline tickets, hotel reservations or car rental costs. Participants should not book such arrangements until they receive written notification from GlobeBusters that the Expedition will proceed as planned.

For significant changes or outright cancellation of Expeditions of more than ten (10) weeks, with less than seven (7) months notice, we will compensate the Participant(s) with the sum of £100 per Participant. For significant changes or outright cancellation of Expeditions of ten (10) weeks or less, with less than three (3) months notice, we will compensate the Participant(s) with the sum of £100 per Participant. No other claims for compensation or expenses will be considered. The Participant(s) will not be offered any compensation if we provide notification in excess of the timescales stated above.

## 10. If Participant(s) cancel

It is important that we protect the viability of the Expedition to ensure that Participants who do not cancel are protected from lower numbers in the event others do cancel. Due to the costs incurred by GlobeBusters as a result of planning and logistics, bookings made up to a year in advance, briefing meetings and other services, together with the difficulty in filling cancelled spaces at short notice, we are not able to refund any money that you pay in advance.

## 11. Transfer of Booking

a) If the Participant(s) are prevented from travelling for any reason, they may transfer the booking to another person, subject to written consent given by GlobeBusters, provided that a minimum of three (3) months notice is given and the new Participant fulfils the necessary requirements to join the Expedition, including but not limited to the completion and signing of a booking form and a release and waiver document, as well as payment of a £200 administration charge.

b) After having paid a deposit and / or stage payments for a trip, if a Participant wishes to transfer to an alternative Expedition for whatever reason, this is treated as a cancellation of the original Expedition and a new booking for the alternative Expedition. Any payments made are specific to an Expedition and are non-refundable and non-transferable to another Expedition.

## 12. Complaints

If the Participant(s) have a complaint about the Expedition, in the first instance the Participant(s) must inform the Expedition leader so that remedial action can be taken if possible. Thereafter, the Participant(s) must make the complaint in writing within the first 30 days of the Expedition finish date, sending it to: GlobeBusters Limited, Unit 15, Woodlands Business Park, Ystradgynlais, Swansea, SA9 1JW, United Kingdom.

## 13. Financial Protection

In accordance with the Package Travel, Package Holiday and Package Tour regulations 1992 and the EC Directive 90/314/EC, all Participant(s) booking with us are fully protected for all payments that we receive in advance, arising from the cancellation or curtailment of travel arrangements due to our insolvency. GlobeBusters holds all Participants' money in a GlobeBusters Motorcycle Expeditions Trust Account, regulated by an independent Chartered Accountant.

Signature \_\_\_\_\_

Date \_\_\_\_\_