

## **TERMS AND CONDITIONS**

### **1. TOUR (AND RENTAL) AGREEMENT:**

The tour (and rental) agreement only becomes effective upon written confirmation of participation from Offroad Adventure Tours GmbH, Zürcherstrasse 376, 8500 Frauenfeld, Switzerland, hereinafter referred to as "the organiser", and is deemed to be binding for the contractual parties.

### **2. SCOPE OF SERVICES:**

(1) The scope of services is derived exclusively from the tour description that is valid at the time of booking (to be found in the brochure and on the website). All services that are not specifically listed as included are not included in the tour price.

(2) The organiser reserves the right to modify the tour, in particular the tour route and the accommodation, provided that this is necessary on important grounds. The organiser shall thereby endeavour to maintain the tour's characteristics and to provide equivalent services.

### **3. REQUIREMENTS FOR THE PARTICIPANT:**

(1) Participation on the trips and tours is possible with motorcycle models of all motorcycle brands that meet the demands of the respective trip or tour!

(2) Only persons in possession of a valid driving licence at the time of the tour are allowed to participate.

(3) The participant is obliged to wear motorcycle riding gear that is appropriate for the demands of the tour. The wearing of helmets is mandatory, without exception.

(4) If the participant takes part in the tour with his or her own motorcycle, then the participant bears the sole responsibility for ensuring that the vehicle is in perfect technical condition and in compliance with all regulations and requirements stipulated by law and by the organiser (e.g. off-road tyres). The organiser and the tour guide are under no obligation to verify the participant's compliance with these requirements.

(5) It is the sole responsibility of the participant to determine whether his or her individual competence and abilities are sufficient to cope with the specified route (see riding ability level on the inside front cover). The organiser and the tour guide are under no obligation to determine and verify the participant's competence and abilities.

### **4. MOTORCYCLE RENTALS:**

(1) It is possible to hire KTM motorcycles on some of the tours. The booking of a motorcycle must take place at the time of the tour booking. The rented motorcycle may only be used for participation in the booked tour.

(2) The rental period shall not be interrupted by unavailability of the vehicle caused by the participant or which is due to the incompetence of the participant.

### **5. PASSPORT, CUSTOMS, VISA AND IMMUNISATION REGULATIONS:**

Some tours lead into countries which have special passport, customs, visa and immunisation regulations. The participant will be informed of these regulations by the brochure or in another way by the organiser. The participant is solely responsible for complying with these regulations, in particular for obtaining any necessary visas or immunisations.

### **6. INFRINGEMENTS OF TRAFFIC REGULATIONS OR THE TOUR GUIDE'S INSTRUCTIONS:**

If the participant's actions constitute a gross infringement of the tour guide's instructions or of traffic regulations, the organiser can withdraw from the contract and take possession of the rental motorcycle. In such case, there will be absolutely no reimbursement of the tour or rental price.

#### 7. LIABILITY:

(1) The participant takes part in the tour at his or her own risk. For damage that the participant sustains during the course of the tour, the liability of Offroad Adventure Tours GmbH, 8500 Frauenfeld, Switzerland, KTM Sportmotorcycle GmbH and their respective agents is limited to a total sum of three times the price of the tour and motorcycle rental, provided that the participant's damage was not caused either intentionally or through gross negligence on the part of Offroad Adventure Tours GmbH, 8500 Frauenfeld, Switzerland, KTM Sportmotorcycle GmbH and their respective agents, or if the organiser is responsible for damage sustained by the participant solely through the fault of one of the service providers. The limitation of liability shall not apply in the case of personal injury to the participant.

(2) Before entering into the tour, the participant shall sign a personal declaration for the limitation of liability. When registering online via the website application, this limitation of liability is accepted automatically and need not be accepted again separately. If the registration form is sent by fax or e-mail, the signed declaration of limited liability must be received by the organiser at the same time. This declaration is sent to the participant at the same time as the registration form. The participants are hereby made aware that the organisers are obliged to prevent the participant from participating on the tour if he or she has not accepted and/or signed the liability waiver.

(3) The liability of Offroad Adventure Tours GmbH, 8500 Frauenfeld, Switzerland, KTM Sportmotorcycle GmbH or the tour guide is excluded for material damage and personal injury caused by the participant, provided that no corresponding personal liability insurance cover exists. In any case, the liability is limited to the scope of the insurance cover of the liability insurance in the event of actual damage. In such case, the participant shall indemnify and hold harmless Offroad Adventure Tours GmbH, 8500 Frauenfeld, Switzerland, KTM Sportmotorcycle GmbH and the tour guide.

(4) Participants are strongly advised to take out the appropriate type of insurance, such as cancellation and repatriation insurance.

#### 8. PAYMENT:

(1) A deposit of 40% of the total amount shall be paid within two weeks of receiving the invoice. The remaining amount is due no later than four weeks before the tour begins.

(2) When paying by credit card, the total amount is charged upon issuing the invoice. Any bank charges incurred are borne by the credit card holder.

#### 9. WITHDRAWAL FROM AND TRANSFER OF THE AGREEMENT:

(1) The person making the booking is entitled to withdraw from the agreement at any time. If the person making the booking withdraws, the following cancellation fees will be charged instead of the tour price:

- 20% of the tour and rental price in the case of withdrawal between registration and eight weeks before tour commencement,

- 50% of the tour and rental price in the case of withdrawal between eight and four weeks before tour commencement,

- 85% of the tour and rental price in the case of withdrawal within four weeks of tour commencement or non-notified failure to participate.

Notification of withdrawal shall be made by means of registered mail, fax or e-mail. This will then be confirmed in writing by the organiser by post, fax or e-mail, and the withdrawal will only be deemed to have been accepted from that point in time. The deadlines specified above refer to receipt of the withdrawal notification by the organiser. The organiser is entitled to offset the cancellation fee against the participation fees already paid. Otherwise, participation fees already paid shall be reimbursed in full. Participants may not be reimbursed for any services not taken advantage of locally. The participant is strongly advised to take out travel cancellation insurance.

(2) The participant may transfer the contractual relationship to another person, as long as this person fulfils all the prerequisites for participation and the organiser is notified of the transfer within an appropriate period before the tour departs. The transferor and the new participant are jointly and severally liable for the unpaid fees as well as for any additional costs arising from the transfer. No transfer is possible in the case of airline tickets that have already been issued! Specific conditions apply to various services, such as ticket bookings.

#### 10. TOUR CANCELLATION:

(1) The organiser reserves the right to postpone or completely cancel the tour at any time on important grounds. Furthermore, the organiser is entitled to cancel the tour up to one week before tour commencement if the minimum number of participants has not been reached. In such case, the participant will be notified promptly in writing, by letter, e-mail or telephone.

(2) In the event of postponement or cancellation of a tour, the participant has the right to choose between reimbursement of the participation price or participation on another of the organiser's tours of equal value, provided that this is possible for the organiser.

(3) External services that are not directly connected to a booking made with Offroad Adventure Tours GmbH, Zürcherstrasse 376, 8500 Frauenfeld, Switzerland cannot be reimbursed.

#### 11. INEFFICACY:

The inefficacy of individual terms of these travel and rental terms and conditions shall not result in the inefficacy of the remaining provisions or of the tour (and rental) agreement.

#### 12. APPLICABLE LAW:

Swiss law is applicable, unless contested by other compelling legal provisions.

Place of jurisdiction: Frauenfeld, Switzerland.