

## 1. Terms Used

- a) The “**Company**”, “**Tour Operator**”, “**we**”, “**us**”, “**our**” is GlobeBusters Limited, Unit 11 Wilson Business Park, Harper Way, Markham Vale, Chesterfield, S44 5JX, UK, Company Number 05243711 incorporated in England with limited liability, and whose registered office is MacIntyre Hudson, 1 The Forum, Minerva Park, Lynch Wood, Peterborough, Cambridgeshire, England, PE2 6FT.
- b) The “**Participant**”, “**Participant(s)**”, “**you**” and “**your**” is all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires.
- c) The “**Lead Name**” is the first named person who makes the booking on behalf of everyone else travelling on the booking. The Lead Name must be at least 21 years old at the time of the booking.
- d) A “**Tour**” is any motorcycle expedition, motorcycle adventure, motorcycle tour or combination thereof, as shown on our website or in our brochure or in a private itinerary designed by request of the Participants, which you book with us in the UK and which we agree to arrange, provide or perform, as applicable, as part of our contract with you.
- e) A “**Tour Manager**” is the person appointed by GlobeBusters to accompany the Participants on the Tour and is responsible for the timely, safe and enjoyable operation of the Tour itinerary.
- f) “**Force Majeure**” means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse sea, ice and river conditions, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control. Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom’s decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## 2. Tour Operator and the Contract

- a) These Booking Conditions, together with our Privacy Policy, our Website Terms of Use and the Acknowledgment of Risk Form and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **GlobeBusters Limited**, Unit 11 Wilson Business Park, Harper Way, Markham Vale, Chesterfield, S44 5JX, UK, company number 05243711 and whose registered office is MacIntyre Hudson, 1 The Forum, Minerva Park, Lynch Wood, Peterborough, Cambridgeshire, England, PE2 6FT. Please read all information carefully as they set out our respective rights and obligations.
- b) By making a booking, the Lead Name on the booking agrees on behalf of all persons detailed on the booking that:
  - i) he/she has the authority to make the booking on behalf of all persons listed in the booking.
  - ii) he/she has read these Booking Conditions and agrees to be bound by them and is responsible for ensuring that all those listed on the booking have read the Booking Conditions and also agree to abide and be bound by them;
  - iii) he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
  - iv) he/she is over 21 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
  - v) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- c) A contract between us only comes into existence after we send to you a confirmation invoice, by post or electronically, to the Lead Name and we receive a deposit. Please check your confirmation invoice carefully as soon as you receive it and notify us immediately if any of the information is incorrect or incomplete.
- d) GlobeBusters reserves the right to decline any booking at their discretion.
- e) 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. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so. 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.

## 3. Payment

- a) Payments may be made by electronic bank transfer or by credit or debit card, via our Paypal facility. For electronic transfer, we will notify the Participant(s) of our bank details separately.
- b) A non-refundable deposit is required for each Participant listed on the booking. The deposit percentage varies between 2.5% and 10% of the published Tour price, the percentage depending on your chosen Tour. You must refer to the Tour information on our website.
- c) Depending on your chosen Tour, you may need to make an interim payment not less than 182 days prior to the departure date. You must refer to the Tour information on our website.
- d) The final balance is due not less than 84 days prior to the start date.
- e) Should the interim payment (if applicable) or the final balance not be paid on the due date, we reserve the right to cancel the reservation and no refund will be made.
- f) Should the Lead Name make a booking less than 84 days prior to departure the full amount is due immediately and is non-refundable.

#### 4. Changes to and Transfers of a Booking

##### Change to Existing Booking & Special Requests

- a) If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This must be done by the Lead Name on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with these booking conditions.
- b) Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

##### Transfer Booking to another Person

- c) If the Participant(s) are prevented from travelling for any reason, they (the transferor) may transfer the booking to another person (the transferee), subject to all of the following conditions:
- the new Participant fulfils the necessary requirements to join the Tour, including but not limited to the completion and signing of Booking Conditions and an Acknowledgement of Risk document,
  - we are notified not less than 7 days before departure,
  - you pay any outstanding balance payment, an amendment fee of a £100 per person transferring and any additional fees, charges or other costs arising from the transfer.
  - note that "necessary requirements" means matters including but not limited to obtaining all visas, timing of any motorcycle freight if included in the package and any requisite paperwork and permissions for you and / or your motorcycle to be admitted through all the countries that we travel through, meaning that a transfer may often not be possible at short notice.
- d) The transferor and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in Clause 5 b) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for Participants not travelling or for unused services.
- e) Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements, for which you will remain responsible for.

##### Transfer to another Tour

- f) After having paid a deposit and interim payments for a Tour, if a Participant wishes to transfer to an alternative Tour for whatever reason, the notification of a transfer must be made in writing and the Participant must complete a new booking for the Tour they wish to transfer to. The alternative Tour must depart within 12 months of the original Tour departure date. This transfer is treated as a cancellation of the original Tour and a new booking for the alternative Tour. If this is done with more than 84 days notice before departure of the original Tour then we will make a charge equal to the non-refundable deposit paid, plus any other additional irrecoverable charges relating to the original booking. If there is any balance amount remaining, it will be transferred to your new Tour.
- g) If you notify us of a transfer with less than 84 days notice, then it is treated as a cancellation of the original Tour and subject to the scale of charges shown in Clause 5 b).

#### 5. Cancellation by You

- a) If you have to cancel your booking, the Lead Name must inform us in writing.
- b) It is important that we protect the viability of the Tour to ensure that Participants who do not cancel are protected from lower numbers in the event that others do cancel. The table below shows the number of days before the Tour departure date that we receive written notice of cancellation and the percentage of the total Tour price that will be payable as cancellation charges

##### Days

More than 182 days	Loss of non-refundable deposit
84 – 181 days	Loss of non-refundable deposit and any interim payment (if applicable)
83 days or less	Total Tour price

- c) Please note that the cancellation charges above do not cover any special requests or extra hotel accommodation in addition to the standard Tour price published, which you may have requested on booking, which may occur a 100% cancellation after we have secured it on your behalf. This would be payable by you in addition to the cancellation charges shown above.
- d) You have the right to cancel your confirmed Tour before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring on your Tour itinerary destinations or immediate vicinity and significantly affecting the performance of the Tour or significantly affecting the transport arrangements for the Tour. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this

clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

- e) This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).
- f) Once the Tour has started, no refunds will be made under any circumstances for any unused parts of the Tour. Therefore, you are strongly recommended to have an insurance policy in place that covers your cancellation or curtailment of your Tour and that you put this in place immediately after booking with us. See Clause 10.

## 6. Cancellation or Significant Changes by Us

### Cancellation

- a) We reserve the right to cancel your Tour for any reason more than 84 days before the departure date. Reasons may be due to your failure to pay the final balance or operational issues or if there are insufficient numbers on the Tour to make it commercially viable. We require a minimum of 8 Participants to enable us to operate the Tour.
- b) We reserve the right to cancel your Tour at any time for reasons of Force Majeure, even with less than 84 days notice.
- c) In such circumstances the Participant(s) options are:
  - i) a full refund of all monies paid
  - ii) transfer to an alternative Tour (which may involve an additional payment or refund, depending on the Tour price of the new Tour chosen)

### Minor & Significant Changes

- d) From time to time, we may have to make minor changes to the Tour, in which case we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard or changes of suppliers.
- e) 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. Examples of significant changes prior to departure are considered to be (a) changes to more than 5% of the destinations in your itinerary (b) a change of accommodation to that of a lower standard or classification for the whole or major part of your time away, (c) a change of overall length of your arrangements by more than 5%.
- f) In the event of a significant change prior to departure, the Participant(s) have the following options:
  - i) where there is a significant change, continue the Tour as per the new details / itinerary, which may reflect different pricing
  - ii) transfer to an alternative available Tour (which may involve an additional payment or refund, depending on the Tour price of the new Tour chosen)
  - iii) a full refund of all monies paid
- g) You must notify us of your choice within 7 days of our notifying you of the significant change. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change.
- h) If the Tour is cancelled outright, GlobeBusters will not be liable for additional costs or losses incurred by Participant(s) due to the cancellation of the Tour. 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.

### Compensation

- i) In addition to a full refund of all monies paid by you, we will pay you compensation of £50 per participant in the following circumstances:
  - i) If, where we make a significant change, you do not accept the changed arrangements and cancel your Tour;
  - ii) If we cancel your Tour and no alternative arrangements are available and/or we do not offer one.
- j) The compensation that we offer does not exclude you from claiming more if you are entitled to do so.
- k) IMPORTANT NOTE: We will not pay you compensation in the following circumstances:
  - i) where we make a minor change;
  - ii) where we cancel your arrangements more than 84 days before departure;
  - iii) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
  - iv) where we have to cancel your arrangements as a result of your failure to make full payment on time;
  - v) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
  - vi) where we are forced to cancel or change your arrangements due to Force Majeure (see Clause 1e)
  - vii) where we cancel due to insufficient numbers required for a Tour.
- l) If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction, and if appropriate in all the circumstances, will pay you reasonable compensation subject to Clause 6k).

## 7. Pricing

- a) We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. In the case of any conflict, then the website pricing takes precedence.
- b) Only the items specifically listed in the "What's Included" in the GlobeBusters brochure or website are included in the Tour price. Therefore, any items not shown as part of the price and are an additional cost to the Participant(s), and do not form part of your contracted Tour with GlobeBusters.
- c) We reserve the right to amend the price of unsold Tours at any time and correct errors in the prices of confirmed Tours. No refund is available due to the decrease in the price of a Tour as a result of special offers, incentives or discounts offered.
- d) We also reserve the right to increase the price of confirmed Tours solely to allow for increases which are a direct consequence of changes in:
  - i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; or
  - ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including Tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
  - iii) the exchange rates relevant to the package;
- e) You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed Tour within 20 days of your departure nor will refunds be paid during this period. Should the price of your Tour go down due to the changes mentioned above then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 8. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your Tour, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the Tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 9. Nature of the Tours and Acceptance of Risk

Your booking is accepted on the understanding that you:

- a) are aware that by their very nature, the Tours that we offer involve inherent risks and potential dangers and hazards, not normally associated with standard holidays, including but not limited to 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; travelling through mountain terrain at altitude; health & safety standards or regulations covering local services and food preparation that may be lower than that of your own country; poor road conditions and levels of driving standards that may be lower than that of your own country; impact of natural phenomena such as earthquake, volcanic activity.
- b) 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 itinerary and undertaking activities beyond the levels of safety normal at home or at work or on a standard holiday, and that these inherent risks contribute to such enjoyment and excitement and are the reason for your participation.
- c) 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. The decision of the Tour Manager is final in this and you agree to comply with such decision.
- d) 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 available. 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 a Tour implicitly accept the above.
- e) accept that you must be adequately fit and healthy to cover the distances and undertake the program set out in your itinerary. If it is felt that any Participant is not sufficiently fit, healthy, properly equipped or able to complete the Tour without affecting its safety, comfort or happy progress, the Tour Manager at any stage has the right to remove you from the Tour.
- f) accept that as a motorcyclist, you must be of a competent motorcycling skill level to complete the Tour which you have booked. The level of motorcycling difficulty will be clearly marked in our brochure or website to allow you to make an informed decision when booking. Nevertheless it is your responsibility to ensure you have sufficient motorcycling skills (and the necessary license and equipment) to comfortably complete the Tour you have booked. If, in the Tour Manager's reasonable opinion you are not of a competent enough skill level to complete the Tour, you may be asked to leave the Tour to ensure the safety of yourself and the other Participants, and GlobeBusters shall have no further liability to you (and no refund shall be payable). The Tour Manager's decision in this regard shall be final.
- g) realise that attitudes to health & safety can be very different to those in Western Europe or the USA. Passenger seat belt regulations or minimum standards of vehicle maintenance or driving standards may not be widely enforced.

### 10. Travel & Medical Insurance

- a) Adequate personal travel and medical insurance(s) is a mandatory condition of your contract with us. It must be valid for motorcycle touring as the primary purpose of your Tour, and appropriate for the capacity of the engine. You must have insurance cover for personal accident, death, medical expenses with a minimum recommended cover of £5,000,000 and emergency repatriation. We also strongly recommend that this or another policy covers you for cancellation or curtailment, personal liability, loss and damage to luggage and personal effects.
- b) We strongly recommend that insurance cover is taken out immediately after booking as it provides certain protections if you have to cancel your Tour. In the event that you travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.
- c) If you supply a copy of your travel insurance certificate and policy to us, it is not our responsibility to check it to ensure that it is suitable for you and the Tour that you have booked. You are solely responsible for putting in place adequate insurance cover for your needs on your Tour.

### 11. Itineraries

- a) The Tour itinerary and other details are published in good faith and are an accurate reflection of our intention. However, after departure, the route, schedules, itineraries, amenities and modes of transport may be subject to alteration 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.
- b) We will not be liable for any loss (howsoever caused) arising from the delay to operate services in accordance with published timings. It is for this reason that we advise you to book a return flight (where applicable) that is flexible enough to allow for a change to the final return date for your flight, in case of delay to the finish date of the Tour.
- c) Where we are forced to make changes to the itinerary after departure, we will make arrangements to reroute the Tour and provide alternate accommodation.

### 12. Tour Manager's Authority

- a) Our Tours are run by a Tour Manager. By signing the booking form, the Participant(s) agree to accept the authority and decisions of our Tour Manager, employees, agents, sub-contractors or suppliers during the Tour.
- b) If there is a change in itinerary or accommodation due to unforeseen circumstances or Force Majeure, the decision of the Tour Manager is final with regard to which alternative road / route to take, any change in end destination or change in hotel accommodation.
- c) If, in the reasonable opinion of the Tour Manager your health, fitness or medical condition, your conduct or behaviour, your use of motorcycling skills, or any other matters regarding you the Participant, appear to interfere or endanger the safety, comfort and happy progress of the Tour or the safety, health or wellbeing of other Participant(s) or the GlobeBusters Tour team, you may be excluded from the whole or part of the Tour.
- d) If you present with a physical, mental, medical or other condition or injury whilst on Tour, the Tour Manager has the right to insist that you seek medical advice before continuing with the Tour. If you fail to seek medical advice, you may be putting other Participants on the Tour in danger or at risk, and you may be excluded from the whole or part of the Tour.
- e) In some parts of the world, taking, carrying or selling drugs, carrying weapons or engaging in exploitative or commercial sexual activities may be legal but it is not acceptable to GlobeBusters or other Participants and you may be excluded from the whole or part of the Tour, if you engage in such activities. Any participation in illegal activities will also mean that you may be excluded from the whole or part of the Tour.
- f) With regard to any of the circumstances outlined in Clause 12 above, and where stated elsewhere in this contract, the Tour Manager has the absolute authority to order you to leave the Tour immediately. The decision of the Tour Manager is final on all such matters.
- g) Where a Participant is removed from the Tour, we will have no further obligations and no further liability to you. No refunds for any unused part of the Tour will be made and we will not pay any expenses or costs incurred by you as a result of your removal from the Tour. You may also be required to pay for loss and/or damage caused by your actions and we will hold you liable for any damage or losses caused by you.

### 13. Local Services

- a) All activities, restaurants, bars, sight-seeing and other venues or experiences that we may refer to during our Tour briefings (unless explicitly stated that they are included in your contracted arrangements with us) when on the Tour is merely an indication that these have proved popular with other guests in the past and are not a personal recommendation by us. We do not have any direct relationship with them and have not necessarily inspected or experienced their services directly ourselves.
- b) Local excursions, activities, sight-seeing or other local tours or facilities (collectively "services" for the meaning of this clause) that you may choose to book at your hotel or with any local operator after you have departed and whilst you are on your Tour are not part of your contracted arrangements with us.
- c) Where you paid for such services via the Tour Manager, you do so on the understanding that we are acting as agent on behalf the local operator or hotel. Therefore, your contract will be with the local hotel or local operator of the services and not with us. We are not responsible for the provision of the local services or for anything that happens during the course of its provision. The contract will be subject to the local operator's terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law and jurisdiction. GlobeBusters accepts no liability for any breach of contract or negligent act or omission of any local operator.

**14. The Participant(s) Responsibilities**

- a) You 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 Booking Conditions, or arising out of any claim that you have breached any provision of these Booking Conditions.
- b) Participant(s) acknowledge that they are responsible for making themselves aware through their country's Foreign Office and / or State Department travel warnings and through other publicly available sources, in regard to the safety of the countries and areas in which they will be travelling and to make their own decisions accordingly.
- c) We issue a Tour Guidance Handbook for each Tour and Participants must read this carefully before the Tour departure and prepare and comply with the instructions therein. You have a duty of care to the other Participants and the GlobeBusters team on your Tour to come properly prepared for the Tour in accordance with our guidelines in the Tour Guidance Handbook. You must contact us if there are any instructions or information that you do not understand or that you need clarification on.
- d) 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 health and safety and wellbeing whilst on the Tour.
- e) You must have in your possession during the Tour the following documents which must be current, original and valid:
- i) Passport, valid for six months after the end date of the Tour.
  - ii) Driving licence of your country of residence, showing motorcycle entitlement
  - iii) International Driving Permit (where applicable)
  - iv) Vehicle registration document and / or title (where applicable)
  - v) Minimum 3<sup>rd</sup> party liability insurance certificate for your motorcycle valid for its country of registration
  - vi) Carnet de passage (where applicable)
  - vii) Vaccination certificates (where appropriate)
  - viii) Prescriptions for drugs (where applicable)
  - ix) Personal travel & medical insurance certificate and policy, as indicated in Clause 10 of these Booking Conditions
  - x) For European Tours, you should obtain a completed and issued form EHC prior to departure (if applicable for your nationality).
- f) We have the right to request copies of the above documentation and for some services that we have to arrange for you as part of your Tour, Participants must supply document copies or else we will be unable to provide the Tour that you have booked. Participants must also supply to us a completed and signed GlobeBusters Emergency Details Form.
- g) Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For UK Participants, for further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.
- h) 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. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Requirements do change and you must check the up to date position in good time before departure.
- i) The Participant(s) accepts responsibility for obtaining all necessary travel information and documentation required for the Tour. 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 Tour, is given in good faith. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable.
- j) 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. For UK participants, details are available from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers), available on [www.hd.gov.uk](http://www.hd.gov.uk). Health requirements may change and you must check the up to date position in good time before departure.
- k) The Participant(s) must inform us of any medical, physical, mental or other condition, which may affect the services provided on the Tour, including any condition which may arise en route. Such conditions can be declared on the GlobeBusters Emergency Details Form or in any other written form. If you are found to have an undeclared or understated medical, physical, mental or other condition, you may be ordered to leave the Tour with no liability on our part and no right of refund.
- l) Should you present with a physical, mental, medical or other condition or injury whilst on Tour, our Tour Manager has the right to insist that you seek medical advice before continuing with the Tour. If you fail to seek medical advice, you may be putting other Participants on the Tour in danger or at risk, and you may be ordered to leave the Tour with no liability on our part and no right of refund.
- m) The Participant expressly gives us consent and authority to arrange any necessary medical or surgical treatments on your behalf and to sign any required form of medical consent on your behalf, where you are unable to do so. If we have to pay for medical treatments in advance, then you are required to reimburse us in full.
- n) If Participant(s) provide their own motorcycle it must be suitable for the Tour itinerary. The Participant(s) are solely responsible for the condition of the motorcycle and that it is safe for use. Your motorcycle must be in good, legal and roadworthy condition, with a current MOT (if applicable). It must display a sticker showing the country of registration. In the event of a mechanical failure, all additional costs associated with the transportation, parts and labour to repair of the motorcycle are the responsibility of the Participant(s).

- o) Participant(s) are responsible for the provision of their motorcycle rider equipment and kit and the wearing of a helmet is mandatory for all riding when on Tour. Participant(s) must also wear other appropriate motorcycle safety gear.
- p) Participant(s) are responsible for the use of the motorcycle (whether hired from a third party or using their own motorcycle) and how they ride it. Participant(s) must ride in a manner that conforms to local laws and regulations of the country they are travelling in. The Participant(s) who is the motorcyclist are directly responsible for any Participant that they are carrying on their motorcycle as a pillion passenger.
- q) A road traffic incident that occurs to Participant(s) causing personal injury or death is not the responsibility of GlobeBusters or the Tour Manager or support team, unless we are shown to have been legally negligent.
- r) The Participant(s) must abide by all local laws, regulations and local 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 motorcycle and all other laws and regulations. In some parts of the world, taking, carrying or selling drugs, carrying weapons or engaging in exploitative or commercial sexual activities may be legal but it is not acceptable to GlobeBusters or other Participants and our Tour Manager has the right to direct you to leave the Tour immediately if you engage in such activities with no liability on our part and no right of refund.
- s) 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 Tour.
- t) We will not be able to assist the Participant(s) to the detriment of the other Participants of the Tour. The Participant(s) may rejoin the Tour at any time, provided they are fit to do so.
- u) The Participant(s) must be aware that our Tour Manager or other GlobeBusters team may take photographs, videos and films of the Participant(s) whilst on the Tour. We reserve the right to use such material for any advertising, brochures, website, social media and film production, and other marketing uses (including footage for television). Either before or at the start of each Tour you will be reminded about this and if you do not wish to be included in any media as described, please write to us at GlobeBusters or inform the Tour Manager. You should also make reasonable efforts to exclude yourself from any photos or videos taken by the GlobeBusters team when on Tour.

### 15. Conduct

- a) All Participants are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other Participants or the operation of the Tour. Any form of threatening behaviour, verbal or physical abuse to another Participant or towards the GlobeBusters staff, employees, agents, sub-contractors will not be tolerated. You are also expected to ride in a courteous and safe manner in respect of your fellow Participants and other road users.
- b) If in our opinion or in the opinion of any other person in authority, your behaviour is causing or is likely to cause distress, danger or annoyance to any of our other Participants or any third party or interferes with their safety and wellbeing or causes damage to property, or may cause a delay or diversion to the itinerary, we reserve the right to terminate your booking arrangements with us.
- c) In the event of such termination, you will be removed from the Tour immediately. We shall have no further liability to you and no refund shall be payable for any unused part of the Tour. We will not pay any expenses or costs incurred by you as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we will hold you liable for any damage or losses caused.
- d) We cannot be held responsible for the actions or behaviour of other individuals who have no connection with your booking arrangements or with us.

### 16. Motorcycle & Motorcycle Repairs

- a) When you have requested Motorcycle Rental for your Tour, we can facilitate this service by reserving your chosen make/model through a locally based third party motorcycle rental provider, in accordance with your instructions. We act as agents for the local motorcycle rental provider and pay them directly for your motorcycle rental on your behalf. You are required to sign the contract with the local motorcycle rental provider and so your contract will be with them and not with us. Some of these terms and conditions may limit or exclude the provider's liability to you. You will have to provide them with a damage deposit using a valid credit card and meet with their terms and conditions for renting the motorcycle.
- b) If you are using your own motorcycle, it is your responsibility to ensure you bring a suitable motorcycle with you for participation in the Tour. Your motorcycle must be in good, legal and roadworthy condition, with a current MOT (if applicable) and be taxed and insured in its country of registration throughout the period of the Tour. It must display a sticker showing the country of registration. You must also put in place minimum 3<sup>rd</sup> party liability insurance for your motorcycle in all countries that are on your Tour itinerary, where available.
- c) You accept that you are responsible for the condition and maintenance of your motorcycle and any other such motorcycle accessories, equipment and kit that you use on the Tour. Please note that whilst reasonable efforts will be made by us to ensure the safe keeping of your motorcycle when at overnight destinations, we cannot be held responsible for any loss or damage to your motorcycle, accessories or other equipment, kit and belongings as a result of your participation in the Tour or otherwise.
- d) You shall at all times remain responsible for the condition and maintenance of your motorcycle and any other accessories, equipment, kit and belongings that you bring to or use on the Tour. Although there are members of the GlobeBusters Support Crew on the Tour, who may have motorcycle mechanical experience, and may undertake certain repairs on your motorcycle at your request, this is entirely at the discretion of the Tour Manager. Where repairs are undertaken by the GlobeBusters Support Crew, this is done with your express consent, and you accept that these repairs are done in difficult circumstances with limited resources and equipment. GlobeBusters gives no guarantee or warranty in respect of any maintenance or repairs carried out by the GlobeBusters Support Crew at your request on any motorcycle or other equipment. GlobeBusters will not be liable for any damage to your motorcycle or other equipment as a result of any maintenance or repairs carried out by the GlobeBusters Support Crew at your request.

- e) Authorised local dealerships or other local motorcycle workshops may also be available at certain intervals on the Tour but do not form part of the Tour or your contract with GlobeBusters. Your contract for these repairs is with the local dealership or workshop in question and GlobeBusters does not accept any responsibility in this respect.

## 17. Our Responsibilities

- a) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice.
- b) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.
- c) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services, and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. **Please note that it is your responsibility to show that we or our supplier(s) have been negligent and did not use reasonable care and skill in making, performing or providing your contracted Tour arrangements, if you wish to make a claim against us.**
- d) **We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from**
- (i) **the act(s) and/or omission(s) of the person(s) affected, including but not limited to a reason that you did not disclose to us when you booked the Tour.**
  - (ii) **the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;**
  - (iii) **Force Majeure (as defined in Clause 1 e)).**
- e) In order to decide whether the services in question had been properly provided, the laws and standards of the country in which your claim or complaint occurred will be used. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.
- f) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- (i) **loss of and/or damage to any luggage or personal possessions and money:** The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (ii) **claims not falling under i) above and which do not involve injury, illness or death:** The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the Participant(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - (iii) **claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
    - o The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us.
    - o In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
    - o In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
    - o When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- g) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in Clause 22 these Booking Conditions.
- h) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

- i) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business; or (c) indirect or consequential loss of any kind, including but not limited to economic loss, loss of profit, loss of revenue, loss of goodwill, loss of reputation, loss of anticipated savings arising out of the failure or delay in performing the services hereunder or otherwise in connection with these Booking Conditions.

## 18. Cutting your holiday short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 19. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers, including those of local motorcycle rental providers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 20. Flight Delays

If you or any member of your party misses your flight or other transport arrangement, or it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned directly and immediately. As we do not offer flights or other transport as part of our package, we have no liability whatsoever to you in respect of any such delays or cancellations. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. We are unable to delay the start of the Tour if you do not arrive at the start point on time.

## 21. Prompt Assistance

If, whilst you are on Tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. We will make reasonable efforts to provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 22. Complaints

- a) If the Participant(s) have a complaint about the Tour, in the first instance the Participant(s) must inform the Tour Manager so that remedial action can be taken if possible. Should the solution not be to your satisfaction, you must make the complaint in writing within the first 30 days of the Tour finish date, sending it to: GlobeBusters Limited, Unit 11 Wilson Business Park, Harper Way, Markham Vale, Chesterfield, S44 5JX, UK. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.
- b) You can access the European Commission Online Dispute (ODR) Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## 23. Package Travel Protection

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. GlobeBusters will be fully responsible for the proper performance of the package as a whole. Your key rights under Schedule 2 of the Package Travel and Linked Travel Arrangements Regulations 2018 can be accessed here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

## 24. Insolvency Protection

- a) GlobeBusters has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.
- b) Globobusters Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Globobusters Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Globobusters Ltd. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC. Please ensure you retain the booking confirmation as evidence of cover and value.

### Claims

In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk).



## BOOKING CONDITIONS

Valid from 1 January 2020

### Policy exclusions

This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

- c) If services are denied because of GlobeBusters insolvency, Participants may contact the above company or, where applicable, the competent UK authority (The Insolvency Service) as follows Website: <https://www.gov.uk/the-insolvency-service>. Phone: 0300 678 0015. Email: [insolvency.enquiryline@insolvency.gsi.gov.uk](mailto:insolvency.enquiryline@insolvency.gsi.gov.uk).