

TERMS AND CONDITIONS
MOTORCYCLE TRAINING AND TOURS

1. Registration

By his/her registration, the client offers the tour (as follows 'tour' includes trainings as well) operator to conclude a travel contract. The registration can be in writing, via fax or by email. Should more participants register at the same time, the registrations shall be listed individually and the multiple registration shall be signed by all participants. The travel contract shall become effective upon confirmation of booking which can be forwarded to the participant by fax, email or ordinary mail. Should the content of the confirmation deviate from the registration, this shall be considered a new offer of the tour operator to which he/she is bound for a duration of 10 days. The new contract shall be concluded on the basis of the new offer if the participant declares acceptance within the deadline of 10 days the tour operator is bound.

2. Down payment, remaining amount

Upon receipt of the confirmation of booking, a down payment shall be payable and due in the amount of 20% of the travel price after presentation of the risk coverage certificate pursuant to Art. 651k par. 3 of the German Civil Code (BGB). The remaining travel price shall be payable three weeks prior to commencement of the travel at the latest. Should the period between booking and commencement of the travel be less than three weeks, the whole travel price shall be immediately payable pari passu with the provision of the booking confirmation and the travel insurance certificate.

3. Service and prices

The services included in our prices can be deduced from the descriptions of the journey. Changes in price can be possible after conclusion of the travel contract if the operator is not responsible for them, such as for example changes in the exchange rates regarding the respective journey, the increase of charges, the change in taxes or the increase in transport costs etc. An increased amount can only be claimed if there are more than four months between conclusion of the contract and commencement of the journey. Should the increase amount to more than 5% of the agreed travel price, the participant shall be entitled to withdraw from the travel contract within 10 days. In this case, the participant shall be reimbursed the travel price paid so far.

4. Services and modifications of services

The contractual services of the tour operator can be deduced from the respective descriptions of the journey. It is always the service owed that is specified in the respective currently valid description of the journey. The service description last published shall always be applicable to the contract.

Modifications and deviations from single travel services, such as route, hotel or other contents as well as appointments, specified in the agreed description of the journey that become necessary after conclusion of the travel contract and are not only attributable to the tour operator shall then be permissible if the nature of the journey booked is not substantially changed by such. A substantial change of the nature of the journey shall in particular not be given if the changes are attributable to weather conditions.

5. Accommodation and hotel

The hotels and accommodations which are offered are all country-specific and have of good standard. Should – due to weather influences or conditions that are beyond the control of the tour operator – the target hotels not be reached, no damages can be claimed for this reason. The additional costs possibly incurred hereby shall be borne by the participant.

6. Requirements for participants

Should the participant participate at the journey with his/her own motorcycle, he/she shall ensure that his/her motorcycle is approved for the use in road traffic in the respective countries. Furthermore, the participant has to maintain the motorcycle in a secure driving condition and has to have concluded a legal liability as well as a vehicle insurance providing for sufficient coverage. The participant is obliged to participate in the journey with proper protective clothing (helmet, outerwear, gloves, boots, back protector, etc.). Should the participant not satisfy these requirements, the respective tour guide/instructor shall be entitled to cancel the travel contract without previous notice. Every participant is obliged to set out on the journey only if he /she is in good health condition and to comply with the health regulations or, respectively, the provisions on vaccination of the respective countries.

7. Withdrawal from the journey

a) by the participant before commencement of the journey

The participant is entitled to withdraw from the travel contract at any time before the commencement of the journey. Should the participant declare withdrawal of the contract, the following cancellation fee shall be applicable:

in case of withdrawal until 45 days before commencement of the journey, 25% of the travel price.
in case of withdrawal until 31 days before commencement of the journey, 50% of the travel price.
in case of withdrawal until 14 days before commencement of the journey, 75% of the travel price.
in case of withdrawal until 7 days before commencement of the journey, 90% of the travel price.
in case of withdrawal until less than 7 days before commencement of the journey, 100% of the travel price.

The tour organiser shall be entitled to claim higher fees, should the afore-mentioned lump- sums not cover the costs actually incurred by him/her. Should the participant prove the organiser that the actual damage incurred was smaller, the organiser can only claim the minor damage.

b) by the participant after commencement of the journey

Should a defect arise during the journey, the participant shall immediately notify the organiser or the tour guide/instructor of the defect. A cancellation of the travel contract by the participant shall only be permissible if the participant has set the organiser or the tour guide/instructor a reasonable deadline to remedy the defect; unless it is impossible to remedy such or if the tour guide/instructor appointed by the tour organiser refuses to remedy such or if the cancellation of the contract with immediate effect is justified by a special interest of the participant.

8. Withdrawal from the journey in case of too low number of participants

The organiser is entitled to withdraw from the travel contract within a period of four weeks at the latest before commencement of the journey, should the indicated minimum number of participants for the respective journey not be reached. This is generally the case, unless at least six drivers participate in the journey.

9. Liability

The liability of the organiser under the respective travel contract for damages, which are no bodily harm, is limited to a sum amounting to three times the price, if the damages incurred by the participant were neither intentionally nor gross negligently caused by the organiser or if the damages were capably caused by a service provider commissioned by the organiser.

The organiser shall only be held liable for bodily harm if he/she is at fault. The liability of the organiser shall be excluded or limited to the extent permitted by international conventions or to the extent an exclusion of liability is permitted under legal provisions of the respective country. The liability for a service provider commissioned by the organiser shall also be excluded, should the afore-mentioned national provisions or international conventions be applicable on the services to be performed by the service provider.

Each participant shall be liable himself/herself for self-inflicted accidents.

10. Compliance with provisions

Each participant is obliged to comply with the laws of the respective country as well as the rules regulating group tours. In case of doubt, the instructions of the tour guide/instructor shall be observed. Should one participant not observe this provision despite a previous warning of the tour guide/instructor, should he/she violate protection provisions or should the other participants or the proper execution of the journey be put at danger, injured or should they incur damages by his/her behaviour, the respective tour guide/instructor shall be entitled to exclude the participant from the further participation in the journey without granting him/her any refund of the travel price. The additional costs incurred by this participant shall be borne by this participant himself/herself.

11. Miscellaneous

The participant is aware of the fact that photos are taken during the journey.

12. Prescription

Claims of the participant arising out of bodily harm the organiser or one of his service providers is responsible for due to a negligent or intentional breach of duty become time- barred within a period of two years. Other damages become time-barred within a period of one year in case that the damage does not result from an intentional or gross negligent breach of duty by the organiser or by one of his/her service providers. The prescription period starts running on the day when the journey should end according to the contract.

13. Prescriptive dates

The participant has to notify possible claims out of defects, damages or, respectively of reduction within a period of a month after termination to the organiser. After expiry of this deadline, the traveller can only assert his/her claims if he/she was prevented from observing the deadline without fault. Such claims have to be asserted against the enterprise Enduropark Andalusia GmbH, 92721 Störnstein.

14. Jurisdiction and choice of law

The place of jurisdiction is at the seat of the organiser. German law shall exclusively be applicable on the legal relationship between organiser and participant.

15. Severability clause

Should one of the afore-mentioned provisions be invalid, then the remaining provisions remain applicable. The invalid provision shall be replaced by a valid provision