

Touratrail (hereinafter referred to as "the Company") reserves the right to decline any booking at their discretion without explanation. Clients are accepted for training, trail riding and tours subject to the following terms and conditions and the subsequent signing of the waiver form.

COMPANY RESPONSIBILITY

The company will be responsible in providing a tour or training course as described in our itineraries which will comply with a reasonable standard and level of care. The tour will be structured around the clients assessment of his, or her own, level of fitness and ability, the company accepts no responsibility for any misrepresentation on the clients behalf. In such cases of unsuitability the tour will be adapted or cancelled in the interests of the safety of the client concerned or the group.

The itineraries and content for the tours are published in good faith and the company will do everything in its powers to adhere to these.

CLIENT RESPONSIBILITY

The Client will be held responsible for any damage due to negligence whilst in operation of the motorcycle, the condition of the motorcycle should be checked prior to hire and any defects reported to the company. The participants in a motorcycle tour are fully aware of the risks and dangers involved and accept full liability. They also, are themselves responsible for any damage caused to third parties and agree to forgo all claims against the company and its employees for any personal damages occurring during training or tours.

All complaints must be reported immediately to the trainer or tour guide and cannot be considered at a later time. The company does not accept any liability for delays caused by breakdowns or necessary repairs to motorcycles or transportation vehicles during the tour, however, every means will be made to ensure the tour continues as quickly as feasibly possible.

The client should ensure before departure from their residence that they are in full possession of all documents and equipment required for the trip, documents required are to include but not limited to the following: passport, driving licence, vehicle registration documents, personal travel insurance and EHIC.

The client must inform the company of any medical, physical or other condition which in any way could affect the running of the tour or of any prescribed medication they take, or may need to take during the duration of a tour.

It is the client's sole responsibility to obtain medical advice and or examination prior to travelling. Should the client need or require medical assistance at a hospital it is the client's sole responsibility to arrange and fund transportation themselves.

RIDER REQUIREMENTS

Riders must hold an appropriate license for the capacity of motorcycle they wish to hire and be of an age stipulated by the company insurance agent. All local traffic rules must be complied with, advice on these should be sought prior to arrival. If a client commits an illegal act the company shall cease to have any responsibility to or for the client. Your tour leader will give each rider a briefing about local speed limits, signage, and other applicable traffic regulations. It is each rider's responsibility to adhere to all traffic

regulations. Riders must adjust their riding to accommodate changes in the weather, road, track and terrain conditions and other riders and drivers. The client should acknowledge that motorcycling can be a dangerous activity and be aware of the risks involved and therefore fully accept these risks. The client is solely responsible for keeping their motorcycle under control at a speed that is both safe and comfortable, even when following a tour guide or part of a convoy with other motorcyclists. Helmets and riding boots are mandatory when riding, other safety equipment suitable for trail riding will also be provided and should be worn at the client's discretion, if the rider feels that more protection is needed, for example, full body armour, neck brace etc then these will need to be supplied by the rider him/herself. You will also need to carry all motorcycle registration and insurance documents plus your driving licence with you whilst on a tour. All documentation must be presented to the company upon arrival. Failure to produce the required documentation will lead to forfeiture of the client on the tour/course without refund. The client must hold a current driving licence (minimum stipulations as above) and must inform the company of any endorsements or restrictions imposed by the licensing authority. The company operates predominantly in Spain and their law is similar to the UK.

IF BRINGING YOUR OWN MOTORCYCLE

When the client is using their own motorcycle and equipment it is the clients sole responsibility to ensure that these are in good condition, safe to use and fully legal in the country of registration. We recommend that you arrange European break down recovery for you and your bike. The company accepts no liability for your bike during the tour. You will also need to carry all motorcycle registration and insurance documents plus your driving licence with you whilst on a tour.

CONDUCT

The company and its designated representatives reserve the right to disqualify any person as a member of any tour, should such person's actions or general deportment impede the operation of the tour or the rights or welfare or enjoyment of other members of the tour. Refunds are usually not given under these circumstances. In such extraordinary instances when a refund is granted, the limit of the company re-imburement will not exceed the cost of unused services.

ALCOHOL & ILLEGAL DRUG POLICY

The Client will not arrive for the tour in an intoxicated nor impaired condition. The Client will not consume any alcohol or illegal drugs during the duration of a day tour. The Client will refrain from consuming excessive amounts of alcohol and/or any illegal drugs when the tour or course is continuing the following day.

TOUR PRICE INCLUDES

The tour price includes the rental of one motorcycle, full riding gear, including helmet, boots, gloves, goggles, knee and elbow guards, jacket, shirt and riding trousers, if you feel better protected and more comfortable you are welcome to bring your own helmet, boots, knee and elbow guards, full body armour etc, hotel as stipulated in the tour

description (double occupancy), support vehicle assistance, fuel, tour guide/instructor and meals as stipulated in the tour description.

TOUR PRICE DOES NOT INCLUDE

The tour price does not include airfare, alcohol, snacks, evening meals, room service charges, rest-day activities that are not included in our itinerary, pre-and-post tour hotel accommodations, items of a personal nature, passport and visa fees, fines, tolls, gratuities, laundry, phone/fax calls, personal insurance, freight, travel to and from the company premises, sightseeing excursions, transfers to hospitals.

PERSONAL INSURANCE & FINANCIAL PROTECTION

There is no insurance available locally to cover injury to the rider, or medical bills and repatriation costs resulting from an accident therefore it is **HIGHLY RECOMMENDED** that clients take out additional insurance at home, at their own expense, to cover such things as tour and travel cancellation/interruption, personal accident, health and medical, hospitalisation, repatriation, property loss, etc.

The Client understands that they are responsible for their own personal insurance with repatriation and acknowledges the inherent risk and dangers of the tour and will travel entirely at the clients own risk and neither the Company, its agents, or any other person assisting with them, is liable for any personal loss, injury, accident, damage, delay or inconvenience whether caused by acts of the Company, its agents or events outside the Company's control "Force Majeure".

VERBAL ARRANGEMENTS

Verbal arrangements changing the terms and conditions between you and the company are only valid when confirmed in writing by the company.

WEATHER CONDITIONS

The company strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Our tours pass through areas where changes in weather conditions can be sudden and dramatic. The company cannot be made liable for unfavorable weather conditions and no refunds are made for such conditions. The company will try to re-route a tour to avoid unsuitable weather or terrain if there is a viable alternative available. We reserve the right to make route modifications as necessary to improve the trip quality or to accommodate the well-being and comfort of our clients.

PHOTOGRAPHIC AND FILM RECORDS

The company reserves the right to take photographs or film records of any of its trips or courses, and to use any such photographs and film records for promotional, sales, brochures, or other commercial purposes.

GPS USE

The company uses legal trails that have been planned and where permission has been granted therefore the company considers it unethical for clients to record this on a GPS or other data collection device.

Information gained whilst on a tour should not be used for onward distribution either on a commercial or non-commercial basis. Failure by a client to comply with this condition could lead to exclusion from the remainder of the tour.

DAMAGE POLICY

Included in the rental fee, the company will furnish one motorcycle to each client.

Damage caused by normal riding will be dealt with on a replacement basis when needed, whereby the client pays for the replacement of the damaged item, if the damage is of a cosmetic nature and does not affect the integrity of the motorcycle then the company may waive this as wear and tear. If during the course of the tour, the client's motorcycle cannot be used due to damage caused by an accident due to lack of diligence or negligent use, then the client will be required to leave the tour immediately at the client's own expense, the company will not be held liable for such costs.

If a second motorcycle is to be supplied, the client may have additional costs imposed.

These will have to be paid prior to the production of the second machine. The Client hereby agrees to assume all responsibility for costs incurred due to damage to the motorcycles and riding gear which result from accidents and/or negligent and careless riding. In the event of such aforementioned damage, the cost of this will be assessed and paid by the client before departure. The cost of the damaged parts or gear will be determined by the full cost of that particular item plus any shipping fees.

NATURE OF TOUR AND ACCEPTANCE OF RISK

The client acknowledges that due to the nature of the tour, no responsibility can be accepted by the Company for any accident, loss or damage to a client's vehicle or other property, whether owned, loaned or on hire to the client. Riders, their heirs, successors, and assignors agree to release, indemnify, and hold the company, its agents, contractors and employees, harmless from any and all liability or claims directly or indirectly related to participation on a tour or course.

BOOKING, CANCELLATION & PAYMENT

A deposit of 20% is required at the time of booking and is strictly non-refundable.

The balance of the total cost must be paid within 7 days of invoicing or one month before commencement of the tour, you will be notified when this is due.

If the client leaves the tour voluntarily before the end of the tour, or is required to do so by a Company representative, on the grounds that the client's presence is considered detrimental to the safety or well-being of the tour or anyone on the tour, abuse/negligence to machinery or equipment, then any liability the Company may have towards that client will immediately cease. The Company will be the sole decision maker as to whether such

behaviour has occurred and will have no responsibility for repatriation or any other expenses incurred by the client as a result of such an event and no refund will be given. If a client has to cancel or does not arrive for a course or tour they should advise their insurance company as short notice cancellations are not normally subject to refunds. Although the company cannot offer refunds, it is sympathetic to cases of such and will try to allocate the rider on a future course or tour.

The Company reserves the right to cancel a tour without notice, reasons such as adverse weather, commercial viability and other issues outside the control of the company. In the event of such a cancellation, alternative dates will be used or a refund issued depending on the reason for cancellation, however the company will do it's best to minimize the loss to all concerned.

If the client is unable to attend for a genuine reason then they may transfer the booking to another rider subject to written permission from the company along with issuance of documentation and an administration fee of £50.

COMPLAINTS

If a client has a complaint whilst on a tour or course it should be reported in the first instance to the tour/course leader so that remedial action can be implemented if at all possible. If it was not possible to resolve the issue then the nature of the complaint must be fully documented by the client and sent within 30 days of course/tour completion to: Apartado Correos 42, Quesada, 23480, Jaen, Spain.