



# TERMS & CONDITIONS

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## OVERVIEW

African Moto Adventures Llp is committed to providing you with an enjoyable and memorable experience and our top priority is your safety and welfare. African Moto Adventures has taken extra measures to ensure your safety through extensive training of its Tour Leaders and developing clear policies and regulations. Our Tour leaders have been trained in emergency scene management, first aid, and CPR as well as how to professionally conduct a motorcycle tour.

Although African Moto Adventures has taken reasonable steps to provide our guests with skilled tour leaders, no activity is without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying their unique character. These inherent risks can be the cause of loss of or damage to equipment, accidental injury, and illness or in extreme cases, permanent trauma, or death. African Moto Adventures believes it is important for its clients to know in advance what to expect and to be informed of inherent risks.

At the signing of this contract, African Moto Adventures Llp or "AMA" and you (hereinafter "TOUR PARTICIPANT", "You" or "CUSTOMER.") accept these Terms and Conditions as a binding contract between Arican Moto Adventures Llp and yourself, as the Guided Tour Participant. Please read them carefully. AMA cannot accept any tour participant without a duly signed Liability Waiver, this contract, and a Credit Card Deposit on the day of motorcycle pick-up and tour start date.

Furthermore, You agree and undertakes to comply with the conditions set out below:



01535 606815



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## I – Booking and Cancellation Policy

1.1. To secure your reservation, a Non -Refundable deposit of £100 must be paid at the time of booking, A further 15% is required 240 days prior to departure, The remaining balance must be paid 90 days prior to the departure date of the tour.

1.2 More than 90 days before departure: Full refund minus a 30% cancellation charge.

Between 90 and 60 days before departure: Refund minus 70% of total tour cost.

Less than 60 days before departure: No refunds.

Excursions/Additions paid in advance: Non-refundable. (Extra Days Hotels, Activities etc.)

Cancellations must be made in writing to African Moto Adventures LLP.

1.3 After 60 Days (or) Once the tour has started, AMA shall make no return or refund to You, except as expressly described in this contract.

AMA may, at its sole discretion, allow customers to transfer their booking to another tour within 12 months.

A rescheduling fee may apply, and changes are subject to tour availability.

Any refunds are subject to recoverable costs from third-party suppliers (e.g., hotels, activity providers).

If AMA has already made non-refundable payments on your behalf, these amounts will be deducted from any potential refund.

1.4 AMA operates its Guided Tours on a “Guaranteed Departure Policy” and will not cancel tours for lack of participants. Your tour will proceed even if you are the only one signed up for the tour. AMA will not cancel a tour due to a lack of sufficient participants (unless where contact has been made by AMA and both parties agree).

1.5 It is a condition of this contract that YOU must have Travel insurance including Health Cover prior to the start of the Tour and you must provide AMA with a copy (unless otherwise agreed upon prior to Tour Commencement) AMA Strongly advises that you include Holiday Cancellation insurance.

1.6 As a requisite for confirming your reservation with African Moto Adventures, it is imperative that you procure all necessary visas for the country into which you intend to travel. Additionally, you are obligated to obtain all recommended vaccinations, unless you possess a valid justification for not doing so. Furthermore, in regions where the risk of malaria exists, it is mandatory that you carry anti-malarial medications with you. These conditions are integral to the terms of your tour booking and compliance is legally binding.



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## II - Conditions

2.1. CUSTOMER declares that he knows the danger that can result in riding motorcycles because they can conclude with death, injury, serious damage to health or loss or damage of personal property and that You expressly assume all such risk. You furthermore expressly agree to use the equipment necessary for their own care and safety. The participant must wear a helmet, personal protective equipment, and any other equipment requested by AMA.

2.2. You are solely responsible for operating the Vehicle according to your level of experience at all times during the tour. You expressly agree to never exceed the abilities of Your level of riding or driving experience for any reason.

2.3 If You do not comply with traffic laws or the requirements for group travel as directed by the Tour Leader or by AMA, AMA may cancel the CUSTOMER's Tour at the CUSTOMER's Expense.

2.4. You declare that you know the tour requires a good physical condition and appropriate medical condition and the ability to ride for long distances and long riding days and that you are capable of doing so.

2.5. The contracted services include the use of motorcycle or vehicle, accompanied by a professional guide during the tour, food (except lunch and dinner where not mentioned) and lodging and everything listed on the tour description page. AMA reserves the right to change or amend the make/ model of Motorcycle provided on your tour Due to but not limited to lack of availability, damages etc.

2.6. The contracted service does not include any substantial medical insurance coverage of any kind. It is a Requirement by AMA that you possess health insurance and/or travel insurance including trip cancellation coverage.

2.7. AMA may, at its sole discretion, include a "Support Vehicle" for tours with five or more participants to carry luggage for the convenience and comfort of Tour Participants. The luggage of each participant may not exceed the size of a carry-on bag. The support vehicle shall not be used for transporting You or your companions, except in an emergency (or where expressly permitted by AMA/ Guide or Representative). Tour Participants are expected to ride and operate their personal rented Vehicle for the duration of the Tour.

2.8. You authorize AMA to use the photographs, recordings, and videos in which the Tour Participant appears for use with the website, promotional, marketing, and advertisement purposes of AMA or its marketing affiliates.

2.9 If you damage the rental motorcycle and it is no longer safely operable for the rest of the tour, AMA may, at its sole discretion, not replace the rental motorcycle nor provide a refund for the remaining tour dates. Guides may make reasonable efforts to repair the damage that you caused to your rental motorcycle as long as it does not significantly delay or hamper the experience for other tour participants (up to 2 hours). If a motorcycle breaks down due to no fault of your own, AMA will make reasonable efforts to replace the motorcycle as quickly as possible. If a replacement motorcycle is not available, AMA will provide a separate means of transportation or issue a refund for the remaining days of the tour.



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## III - Limitations of Liability

3.1. The activities undertaken on this tour may contain other unknown or unanticipated inherent risks that may result in injury or death. These risks include, but are not limited to, travel over/through hilly or mountainous terrain, areas that have fallen timber, branches, stones, roots or other obstacles, hazards on any roads travelled, steep slopes or unstable ground that may cause a fall also, travel through snow, glaciers, canyons, crevasses, streams, rivers, lakes, or confrontations with the weather, wild or dangerous animals, various health problems caused by extreme sun or heat, insect bites, fatigue, stress, dehydration, exertion, or high altitude due to lack of fitness. Each participant of the tour is also aware and acknowledges that participants may become lost or separated from the group, especially where communication is lost in areas that are remote or mountainous. These types of terrains or climates may cause further risk or danger due to extreme changes in weather without notice, making rescue very difficult if necessary should an accident or disaster occur. AMA disclaims responsibility for the activities its clients choose to participate in, and these clients accept full responsibility for risks identified herein and any inherent risks not specifically identified. Any participation in any activity is purely voluntary and is at the sole election of the participant in spite of and with full knowledge of the inherent risks.

3.2. AMA may act only as an agent for the various independent suppliers that provide hotels, transportation, sightseeing, activities, or other services connected with any tour provided by AMA. Such services are subject to the terms and conditions of those suppliers.

3.3 AMA and its respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, death, damages, or expenses of any kind due to sickness, CUSTOMER actions, weather, strikes, hostilities, wars, civil unrest, terrorist acts, acts of nature, local laws or other such causes.

3.4. AMA retains the right to exclude from the tour and immediately terminate the contract in the following cases:

a) If You conduct yourself in such a way that endangers the life, the safety of the guide or other tour participants, or, in general, when the CLIENT fails to comply with any provision of this contract.

b) If You consume excessive alcohol or any controlled substance that can degrade your ability to safely operate your vehicle.

c) If, in the sole discretion of AMA Your inexperience and lack of ability to safely ride a motorcycle causes a significant delay in the scheduled times or otherwise endangers the life, health or safety of other tour participants.

In these cases, You shall be excluded from the tour will not be entitled to any refund and shall cover the costs of food, lodging, transportation etc.

3.5 When booking a tour we assume that you (and pillion if applicable) have carefully read the tour itinerary and are fully aware of the route, destinations, and the approximate mileages for each day and have made the judgment that it is an appropriate tour for you to undertake.

3.6 You acknowledge and expressly agree that, in any event, the extent of the liability of AMA shall be limited to the actual monies paid by you to AMA.



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## IV – EVENTS OF FORCE MAJEURE AND ITINERARY OR DATE CHANGES

4.1. AMA accepts responsibility for supplying as near as physically possible a tour package as described on our website tour booking pages. We are unable to control any deficiencies in services due to local conditions, civil unrest, politics, forces beyond our control or weather. Occasionally routes and tours will differ depending on road conditions, hotel availability, and other reasons out of our control. In such instances, AMA will make reasonable efforts to inform participants of the changes in advance.

4.2. In the event of a major change to the tour dates or itinerary due to events out of the control of AMA, we will advise you immediately and you may then (a) continue the tour with the new itinerary or dates, (b) accept an alternative of the same or similar value.

Force majeure (e.g., natural disasters, political unrest) applies only to AMA's ability to operate the tour, not individual cancellations.

## V – INDEMNIFICATION:

5.1 You agree to defend and indemnify AMA, its affiliates, and/or their respective associates and any of their officers, directors, employees, and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by:

- (a) you or on your behalf in excess of the liability described above; or
- (b) by third parties as a result of:
  - (i) your breach of this agreement or the documents referenced herein;
  - (ii) your violation of any law or the rights of a third party; or
  - (iii) your use of this Website.

5.2. You will not challenge the charges made to your credit card payments described in this contract or ask the company to issue the credit card repayment of such charges. All disputes will be handled directly with the contractor or by mediation in accordance with the following clause.

## VI – GOVERNING LAW

6.1 Parties agree to submit any dispute or difference arising out of or in connection with this contract/Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, and Northern Ireland.



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