

## Terms and Conditions

The services provided and the respective responsibilities and liabilities are outlined and governed by these TERMS AND CONDITIONS

### TOUR OPERATIONS:

These tours are under the management of AFRICAN BIKERS TOURS GmbH, hereinafter referred to as the "Operator".

#### 1.) APPLICATION OF THE STANDARD TERMS AND CONDITIONS AND OF THE TRAVEL CONTRACT

When making a booking the customer is asked to complete sign and return the forms "Booking confirmation". The contract comes to effect upon receipt of the corresponding confirmation issued by the operator. In case of a booking made within less than 10 working days prior to departure a booking confirmation is not required.

A general and collateral agreements or special requests of the customer must be recorded in written form and are deemed to be officially agreed upon only after their being included in the booking form and the booking confirmation.

The reservation is binding for the customer for 4 weeks. During this period of time the operator is obliged to produce the booking confirmation. In case of a short-term reservation within 10 working days prior to departure the reservation is deemed to be a late booking and the contract comes into effect upon immediate confirmation of the booking or upon admission to the tour.

If the customer doesn't return the booking form signed by him, immediately or within 7 days at the latest, the operator has the right to refrain from accepting the reservation, if the customer even after further notice doesn't return the booking form. The same applies to bookings on the web.

If the information in the booking confirmation differs from the one in the booking form signed by the customer, this document is handed as a new booking application, which is binding for the operator for 10 days and which the customer may accept by returning a new booking confirmation within this period of time. If this doesn't happen, the travel contract doesn't come into effect.

#### 2.) TERMS OF PAYMENT

After the conclusion of the contract or within 14 days upon receipt of the booking confirmation at the latest the customer will be charged a non-refundable deposit which is stipulated in the booking confirmation (max. of 20%).

The balance becomes due 30 days prior to departure at the latest. Decisive is the money receivable with the operator. After all payments have been made the customer will receive all travel documents.

In case of the conclusion of contracts within 30 days prior to departure the customer is obliged to immediately pay the entire tour price.

#### 3.) ACTIVITIES AND CHANGES OF PERFORMANCES

The scope of performances agreed upon is based on the activities described in the package brochure and in the travel documents, particularly the booking form and the booking confirmation.

The information as indicated in the package brochure is binding for the operator. For objectively correct and not foreseeable reasons, however, the operator reserves the right to make changes in the arrangement, offered in the package brochure that the customer naturally will be informed about prior to making the booking. In this case the booking confirmation is deemed as a new reservation – as mentioned above.

Certain changes or variations of single tour arrangements, the necessity of which becomes obvious only after the contract has been concluded and which the operator did not cause against trust, can only be made, if they are of minor character and do not disturb the character of the tour as a whole.

The operator is obliged to explain to the customer such an admissible change or variation immediately after the reason for it became known to the operator. In this case the customer has the right to back out of the contract or to claim to participate in another tour, if the operator is able to make such an alternative offer without causing extra charges.

The operator shall not refund the costs of provision of services not used for reasons in whole or in part the fault of the customer.

The operator will not produce invoices concerning single elements of the tour.

#### 4.) CANCELLATION OF BOOKING ON BEHALF OF THE CUSTOMER

The customer may cancel the travel arrangements at any time but will be required to pay the applicable cancellation charges up to the maximum shown below. These are calculated as follows:

Between confirmation and until 31 days prior to departure: 20% of the tour price per person

Between 30 - 22 days prior to departure: 30% of the tour price per person

Between 21 - 14 days prior to departure: 40% of the tour price per person

Between 13 – 8 days prior to departure: 50% of the tour price per person

Between 7 until departure date: 90% of the tour price per person

Different cancellation charges may apply for individual travel arrangements.

#### **5.) CHANGES TO THE SCHEDULED PROGRAM UPON THE CUSTOMER'S REQUEST**

If the customer requests an alteration of the travel arrangement after the conclusion of the contract, the operator may charge the customer a handling charge of US\$ 15.00, if the operator doesn't produce an information about a higher compensation in accordance with the tour price minus the costs saved for the activity and minus the sum of the activity that the operator could sell or use in another way.

#### **6.) OTHER PERSONS TRAVELLING**

Before the date of departure the customer has the right to claim that another person will travel in his place and enter into the rights and responsibilities of the travel contract. The operator has the right to not accept the participation of the third person, if the person doesn't meet the special requirements of the tour or if legal provisions or official arrangements do not permit his participation.

If a third person enters into the contract he and the person who booked the tour in the first place, are liable as joint debtors for the tour price.

If a third person enters into the contract he and the person who booked the tour in the first place, are liable as joint debtors for supplement costs caused by the third person's entering into the contract. The flat rate is US\$ 100.00.

#### **7.) CANCELLATION OF TOURS FOR REASONS OF FORCE MAJEURE**

If the tour operation is complicated, endangered or affected for reasons of force majeure such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions or other circumstances unforeseeable at the moment of conclusion of the contract both the customer and the operator have the right to cancel the contract. The operator has the right to claim an appropriate compensation for the activities performed so far.

#### **8.) WARRANTY AND REMEDY**

If the tour is not operated according to the travel contract, the customer has the right to claim remedy. If this would not cause non appropriate expenditures. Remedy means the removal of the causes of well-founded complaints, including by means of providing replacement services wherever possible.

The customer has the right to claim a tour price reduction if he immediately brought the complaint or the complaints to the attention of the tour guide or the operator. Phone and fax numbers are indicated in the travel documents. If the customer fails to complain he is not entitled to claim a tour price reduction.

The price must be reduced appropriately under consideration of the value of the service at the time, when it was sold, and the real value of the offered service.

If an arrangement is significantly affected by a failure and if the operator does not offer remedy within an appropriate time schedule, the customer has the right to cancel the travel contract in writing to the operator. This also applies, if there is a failure and the customer cannot be expected to participate in the tour for an important reason, which is comprehensible to the operator. No deadline for remedy must be determined in those cases, when remedy is impossible or if the operator refuses it or if the immediate cancellation of the contract is justified, because of a special interest of the customer.

Regardless of the price reduction or the cancellation of the contract the customer has the right to claim compensation for failures unless there has been no fault on the part of the operator.

#### **9.) LIMITATION OF LIABILITY**

The contractual liability of the operator for damage to property - not personal injury - is limited to a maximum of three times the tour price unless the damage has not been deliberately or by gross negligence or if the operator is responsible for a damage caused by the fault of an agent or supplier.

Compensation claims are limited or excluded, if international agreements or legal norms, which can be applied to performances of an agent or supplier, provide for a limitation or exclusion of compensation claims against this supplier under certain circumstances.

The operator recommends the customer to conclude a travel insurance in advance.

#### **10.) EXCLUSION OF CLAIMS AND LIMITATION**

Within one month after the contractually planned end of the tour the operator must be informed about any claims for the compensation based on tour operation inconsistent with the travel contract in a written form. After the expiry date the customer can claim compensation only, if it was not his fault that he didn't meet the deadline.

#### **11.) INVALIDITY OF SINGLE RULES**

The invalidity of single rules of the travel contract doesn't lead to invalidity of the travel contract as a whole.