

Terms & Conditions

When booking a tour with Guided Motorcycle Tours Ltd (GMT Ltd) (Guided Motorbike Tours) you accept and agree to the terms and conditions herewith. On completion of your booking, you agree to these conditions by ticking the box "I agree to the Terms & Conditions".

1. Deposit

A deposit will be taken for all tours to secure your place on the tour. For worldwide tour deposits, please see the tour page as these vary. On receipt of your booking, a booking confirmation will be issued by email, confirming your place on the tour. Tours booked within 30 days of departure for UK tours (60 days for European tours or 90 days for worldwide tours) will require payment in full at the time of booking. Balance of the tour payment in such cases is made payable by [bank transfer](#) only.

Deposits for balances of tour bookings, whereby the balance is not yet due, shall be paid on credit or debit card using our merchant provider. For deposits exceeding £500.00 GBP please contact us first as we may ask you to pay using bank transfer due to high fees involved paying by card

2. Balance of Payment

Whenever possible, we will communicate with customers by email. However, we do not always send a final invoice reminder, so please note that we request the balance of payment for your tour one calendar month prior to departure for UK tours and two calendar months prior to departure for European tours. Late payment may result in the loss of your deposit and cancellation of your tour booking. For Fly-ride & worldwide tours, the balance is due no later than 12 weeks before departure. If the balance of your tour is not received within 7 days of the due date, we reserve the right to cancel your place on the tour and retain your deposit in full.

Worldwide and Fly-ride tours include but not limited to; Vietnam, India, South Africa, Morocco, Tunisia, United States, South America, Iceland, Australia etc

All balances for tours must be paid using bank transfer payment. We do not accept balance payments for tour bookings on credit or debit cards due to the excessive fees. If this is a concern, please email us to discuss as we may make an allowance for a small admin fee.

3. Surcharges and currency changes

Circumstances beyond our control may dictate an increase in the cost of your tour. Any increase less than 3% of the published price will be absorbed within the original price – any increase over 3%, will mean we *may* need to add to the final cost of your tour, this may include fluctuations in currency rates against the pound, for example the Euro. In such instances you will receive an email and an updated invoice from Guided Motorbike Tours Ltd detailing the additional costs. Failure to pay the additional costs may result in your place being cancelled on the tour.

3.a Booking a shared room

Surcharges may also apply to bookings where a shared room has been booked and we are unable to allocate another rider on the tour to accommodate that room with you prior to the tour departure cut off date, usually due to insufficient or uneven number of twin share bookings. Where a booking for a shared room is made and no other booking is made to share with you, we will ask you to pay a surcharge for the use of the room on a single basis, this is usually calculated at cost price to cover our expenses only and is often an additional 30 - 40% to the original booking fee, that said, it is very rare that we have to implement a surcharge.

3.b Euro Currency

The Euro exchange rate is currently changing on a day to day basis. We are monitoring this closely but if the Euro falls less than 3% against the pound we will have to submit amended invoices to cover the difference, as the tour is based on the exchange rate of 1.10 Euro to the pound. This includes existing bookings also.

4. Meals and Hotels

When/if meals are included within the price of the tour you have chosen, it will include: the hotel breakfast, usually continental style or a buffet-style cooked breakfast meal or choice of cereals, etc. Evening meals are up to the maximum value of £20.00 per person where a set menu specifically for GMT isn't being offered (typically a main meal and a dessert); all drinks are paid for by the guests. You are welcome to indulge in a more expensive meal if you wish, we just ask that you settle the remainder. For all inclusive meals, such as Vietnam for example, meals are organised by the local guide. If you have any dietary requirements please let us know in advance

Where stipulated, the rating of the hotels on the tour is for guidance only and may not be representative of UK standards. We do not guarantee the rating of any hotel whilst on the tour and any rating listed in our literature or website is only a guideline.

Where an evening meal is not included in the tour booking fees, we do not guarantee dining facilities for evening meals at any of the hotels. We will of course always do our best to ensure that there is a bar and restaurant at the hotel but on occasions this may be closed or unavailable due to a number of factors, including refurbishment, lack of staff and so on. Guided Motorbike Tours Ltd are under no obligation to provide evening meal facilities or compensate for the lack of facilities within hotels. From time to time the hotel standards may diminish below the minimum standard we expect, in such instances, GMT Ltd will not be held responsible or compensate if the standard of the hotel falls below customers expectations

5. If You Cancel

*All cancellations **must** be in writing by email and the following terms apply:*

- a. Loss of full deposit if you cancel the tour
- b. Loss of total value of the tour if balance has been paid and tour has been cancelled less than 8 weeks prior to the departure date for UK & European tours.
- c. Loss of total value of the tour if balance has been paid and tour has been cancelled less than 12 weeks prior to the departure date for fly-ride or worldwide tours, including; Morocco, Tunisia and Iceland

- d. You may transfer your deposit to another tour within the tour season (same year/season the booking was made) if it is a European Tour that you booked. In the event of you cancelling that tour, you will lose your deposit.
- e. All fly-ride tours, including Morocco tours & Tunisia tours, deposits are non-refundable due to ferries being booked well in advance
- f. You may transfer your booking to another person. However, you will be liable for any administration costs (typically £35) and will be responsible for your nominee paying their monies in full. They must maintain the dates you originally booked and pay any other admin charges that may be incurred by the logistics or transportation company, such as; ferry, trains or flights
- g. If the balance of the tour has not been paid in full after the due date but is then cancelled by the customer, even under medical grounds, the full balance of the tour is still due for payment under these terms and we will seek to recover our losses or the full balance of the tour. This may be by way of legal action. This is to recover our losses for transport, tour guide costs and hotels booked and out of pocket expenses. In such cases, you will need to make a claim from your holiday insurance provider.
- h. To cover this eventuality, we strongly recommend that you take out Holiday Cancellation Insurance. We recommend Holidaysafe.co.uk

6. If We Cancel

We reserve the right to cancel any tour – however, this would only become necessary in exceptional circumstances and is a rarity. In such an event, we would hope to offer you an alternative. If this were not possible or acceptable, we would issue a full refund. Guided Motorbike Tours Ltd (GMT) will not be held responsible, or offer a refund/compensation in any of the following situations: war, riots, civil unrest, terrorism, natural disaster or any unforeseen cancellations due to industrial disputes and/or weather or political complications or disruptions (such as a negative impact following the Brexit deal) and safety issues or advice, this includes but is not limited to: refusal into a country, through your fault or ours, for the purpose of preserving safety, mechanical failure or an accident beyond our control such as the tour guide being involved in a road traffic accident, mechanic failure of the tour guides motorcycle or the tour guide suffering an injury or illness preventing him/her from continuing escorting the tour. Guided Motorbike Tours Ltd also reserves the right to cancel any tour within 30 days or less of departure, if the tour has less than 8 customers booked on that tour. If *we* cancel the tour within 30 days due to limited bookings you will be offered one of the following options; a self-guided tour alternative, a full refund, transfer of your booking to another tour or hold your deposit for a tour commencing the following season (year) with a discount of between 5%

Guided Motorbike Tours Ltd will not be held responsible for the reimbursement, in part or in whole, of any pre-booked hotels or transport arrangements relating to your tour should we cancel, this includes but not limited to; hotel bookings (usually on the eve of departure or last day of the tour), any flights, ferries or train travel costs, taxis, buses or rental costs or any other out of pocket costs or expenses incurred as a result of the tour not going ahead. It is advised to take out holiday insurance

Guided Motorbike Tours Ltd cannot and will not be held responsible for the injury or death of a customer riding on any of our tours. We have no influence over your riding ability or skills, it is entirely your responsibility to ensure you maintain a safe attitude when on the tour

7. Tour Changes

Arrangements for your tour are made months, sometimes a year in advance. It is therefore inevitable that changes can occur. In most cases, these changes will be minor and will not affect your holiday. However, in the event of a major change, we will advise you immediately and you may then (a) continue the tour with the new itinerary, (b) accept an alternative of the same or similar value, or (c) cancel your holiday with a full refund. Minor changes such as slight route changes (using motorway instead of non motorway roads are often unavoidable due to time restraints or weather, in such cases we will not be held responsible for these changes as the decision is based upon the best interests of the group). Changes to ferry destination ports may also occur with short notice, for some, this means an extended journey when disembarking the boat, Guided Motorbike Tours Ltd will not be held responsible for these changes as they are beyond our control.

When booking worldwide tours and fly-ride tours, delays and diversions may occur. Such as a flight being delayed or diverted to an alternative airport causing delays to your travel arrangements. These are beyond our control and you accept that Guided Motorbike Tours Ltd are not to be held responsible or compensated in anyway. You can if you wish, deal with the transport company direct to seek recovery of any losses

From time to time we may increase, or decrease the price of tours advertised on the website or marketing material and social media platforms. This may happen after you have made a booking and can occur for a number of reasons, such as; promotion, offers, increase in accommodation costs, currency rates, transport arrangements etc. We do not alter the price of bookings once you have made payment or adjust your booking fee to match a newly advertised rate (unless the currency rate changes beyond our threshold - see above), or the price has decreased due to the above examples. There may come a time when we may have to increase the price of the tour due to currency rates or inflation. In such instances, you will be notified in writing by email. Usually this only applies when the currency exchange rate falls lower than 3%

Offers

From time to time, Guided Motorbike Tours Ltd will offer a promotional discount on a tour to fill the spaces on the tours. Such offers cannot be applied to existing bookings and are more often than not, for riders booking a tour late in the day. Your tour may have been booked months in advance, usually this is to secure your place on the tour in the event the tour receives a high level of bookings when launched on our website or in other media. You will not be entitled to the discount offered if you have already made your booking. Cancelling the tour to benefit from a promotional offer is prohibited, unless you accept that you will lose your original deposit in full and make a new booking as a new customer

8. Financial Protection

In accordance with the Package Holiday and Package Tour Regulations 1992 and EC Directive 90/314EC all monies will be kept in trust until such times as your tour is complete. Guided Motorbike Tours are a limited company No. 10235164

9. Our Responsibilities

We accept responsibility for supplying as near as physically possible a tour package as described on our website tour booking pages, in our Tour Brochure or in our tour itinerary. We are unable to control any deficiencies in services due to local conditions, hotels, maintenance, industrial dispute, religion, politics, riots, terrorism, transport or weather. Occasionally routes will differ depending on weather or timescales, in such instances, we will not be held liable for these changes as they are done so in the best interests of the group as a whole. We will not be held responsible for route changes, late arrival to the hotel, or riding on roads some may consider unsuitable, as a result of faulty navigation equipment or similar equipment not functioning as it should, in such cases the tour guide will be experienced to deal with this and we ask riders in the group to be patient.

We will ensure, the best we can, that the entire group remains together and arrives each day at our hotel. We are not and cannot be responsible for the actions of other riders or passengers in the group and as such, you agree not to hold Guided Motorbike Tours Ltd responsible for; injury, accidents, damage to vehicles or fatality. Similarly, Guided Motorbike Tours Ltd cannot and will not be held responsible for riders who become lost, which, is why we highly recommend you ensure you have a means of arriving at the final destination each day. GMT Ltd shall not be responsible for any other persons belongings, possessions, vehicles or documents whilst you are on the tour.

Where first aid is required, due to an accident or illness, Guided Motorbike Tours Ltd and its tour guides are under no obligation to provide or implement first aid on an individual, however, we will do our utmost to ensure that we provide assistance to make the injured or ill party as comfortable as possible until the emergency services arrive. Where the situation is critical, and the tour guide has the knowledge or skill to assist, for the purpose of preserving life, you agree not to hold Guided Motorbike Tours Ltd liable for any assistance provided that is deemed unsuccessful and may result in a fatality or permanent disability etc by any representative of Guided Motorbike Tours Ltd

10. Your Responsibilities

- a. To advise Guided Motorbike Tours of any illness, infirmity, allergies, disabilities, health issues of any kind or dietary needs that may affect your touring holiday or other riders within the group. If you do not disclose any issues that may pose a threat to others on the tour, or the non disclosure affects the tour to the point it affects the enjoyment of others, the tour guide reserves the right to ask the rider to leave the tour and no refund of tour costs will be eligible.
- b. Be a competent rider, who is comfortable and confident they can complete the route/tour they have chosen, having carefully considered the mileage factors and style of roads, with a machine that is road legal, in serviceable condition, mechanically-sound and of a type suitable for touring and has a fuel tank capacity to ride 130 miles without refuelling. If you are unsure please contact us prior to booking

- c. Hold a valid, Full Comprehensive Certificate of Insurance covering machine, rider **and** pillion. (please check you are covered for pillion riders), where worldwide tours are concerned, we will accept third party insurance obtainable at the border
- d. To ensure you have informed the DVLA and your insurance provider of any medical conditions prior to the tour commencement date and that you hold a full motorcycle license.
- e. Have the ability to get yourself and/or bike home, in the event of a breakdown, accident or emergency by having suitable breakdown and recovery cover (Repatriation cover). For Tunisia and Morocco assistance can be sought from locals and it is the responsibility of the owner
- f. To ensure your vehicle is secure overnight or when leaving the motorcycle unattended. Guided Motorbike Tours Ltd accept no responsibility for the loss of belongs or vehicles. (We recommend you use security devices such as a; disc lock alarm, a suitably approved chain and padlock, or GPS Vehicle Tracker.) Fortunately, many of the places we visit are safe and secure.
- g. Ensure you have adequate cancellation insurance for your holiday. We recommend [HolidaySafe](#), and that you have suitable insurance in place in the event of an accident
- h. To ensure you settle any hotel costs before you depart the hotel, for example; mini bar usage, spa facilities, food or drink bills, parking fees
- i. Any damage to your hotel room **must** be reported immediately to your tour guide. You will be liable for the full repair costs.
- j. If you don't settle your hotel bill for additional services, food, laundry or drink etc, Guided Motorbike Tours Ltd will charge £50.00 admin fee in addition to invoicing for the total cost. Failure to pay within 14 days of returning from the tour will incur a late payment charge of £40.00 and a further £1.00 per day for each day the bill remains unpaid for a maximum of 30 days, after which time we will begin legal action to recover our losses.
- k. Customers are asked not to remove items from the room, this includes; towels, sandals, slippers, robes, pillow cases, pillows, blankets, electrical items etc. Any charges issued for loss of items from the room will be passed onto the room occupants with additional admin fees of £50.00 per person
- l. You are fully liable for your own actions whilst on the tour, and you agree, that Guided Motorbike Tours Ltd shall not be held responsible in part or in whole, in any way, for any damage caused to you, your belongs or your vehicle. This includes; as a result of theft or damage caused from another rider in the group, including the tour guide or representative of Guided Motorbike Tours Ltd, other than what is legally bound by the insurance cover provided for both vehicles.
- m. Guided Motorbike Tours Ltd are not and will not be responsible for any speeding offences you may be issued and that you agree to travel at a safe speed in accordance with the local law, and in which you are comfortable with
- n. When participating on a tour it is your responsibility to ensure you understand additional costs, this includes but not limited to: Tolls, vignettes, fuel, food, parking fees and room service as well as WiFi, if it is not free. We may not advertise all these costs on the tour booking page or in our itinerary as it is difficult to judge how much it is likely to be. You as the customer are responsible for these costs, which, are not unreasonable expenses to expect whilst travelling. Guided Motorbike Tours Ltd shall not be liable for reimbursement of any additional expenses such as those listed above, used as examples and are under no obligation to compensate for any of these costs being incurred when you might not have budgeted for them.

- o. You are prohibited from publicly sharing any content provided to you by Guided Motorbike Tours Ltd, including, but not limited to; gpx routes of the tour you are attending, tour itineraries, tour packs or any other media belonging to GMT Ltd. You agree not to share routes provided for the tour, either in their electronic format or in material form with any other person than those on the tour.
- p. Behaviour
 - i) All Participants are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in the opinion of Guided Motorbike Tours Ltd, it's Tour Guides or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately.
 - ii) In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party.
 - iii) Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
 - iv) We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

11. ACKNOWLEDGEMENT OF RISK, RESPONSIBILITY AND LIABILITY

By making a booking for a motorcycle Tour (“the Tour”) with Guided Motorbike Tours Ltd (“Guided Motorbike Tours”), I, the Participant, confirm that I understand and accept that:

1. I have provided accurate information to Guided Motorbike Tours about my motorcycle riding experience and ability and I confirm that I am a competent enough motorcyclist to participate in my chosen Tour and that I have read and understood the itinerary and am comfortable with the mileage and roads I will be riding on. Where for example you have booked an off road tour, high mileage tour, or a tour that falls under the category of "an Adventure tour", such as Morocco, Tunisia or Vietnam as an example, we will assume you have the relevant experience to participate

2. I am adequately fit and physically capable to undertake the program set out in my itinerary and have no medical condition which would affect my participation in the Tour other than any I may have disclosed at the time of booking.

3. I am required to follow all reasonable instructions from Guided Motorbike Tours Ltd, its Tour Leader, employees or agents. I understand that if I fail to comply with these

instructions, Guided Motorbike Tours Ltd, the management or the tour leader, reserves the right to suspend my involvement in the Tour immediately and that I shall not be entitled to any refund of any amounts I have paid to Guided Motorbike Tours Ltd for participating in the Tour or any other costs incurred by me as a result of my having to leave the Tour.

4. The decision of the Tour Leader is final and binding, including any decisions made by the Tour Leader to change the itinerary at short notice or suspend myself or a member of my party from the Tour and I will respect and comply with any such decision. Verbal or physical abuse will not be tolerated and as such I agree that verbally or physically abusing the tour leader will result in my participation on the tour being suspended with immediate effect and that Guided Motorbike Tours Ltd reserve the right to inform the local authorities or press charges against that individual if any acts of violence have been carried out

5. I am solely responsible for my possessions. Guided Motorbike Tours Ltd accepts no liability for any damage to or loss of my property whilst taking part in the Tour, except where such loss or damage was as a direct result of Guided Motorbike Tours Ltd negligence (I agree I will need to prove, without doubt, that the tour guide intended to cause damage, loss or harm). Any belongings or equipment carried by the tour leader will be done so at your own risk and as such Guided Motorbike Tours Ltd will not be held responsible for loss or damage of the belongings

6. Where I have requested to hire a motorcycle, I acknowledge that the motorcycle for this Tour is more likely rented from a local third party supplier, under the terms and conditions of the third party. I understand that I am responsible for using the motorcycle in accordance with the local rental agreement and that I will have to pay for any damage caused to the motorcycle directly to the local third party supplier before the tour ends and I do not hold Guided Motorbike Tours Ltd liable for the damages.

7. I am required to comply with all statutory and legal requirements when participating in the Tour, including but not limited to all road traffic, licensing and driving laws.

8. I have provided emergency contact details to Guided Motorbike Tours and authorise Guided Motorbike Tours to contact that person(s) in the event of an emergency.

9. In cases of emergency, I authorise Guided Motorbike Tours, their Tour Leader, employees or agents as applicable to arrange any necessary medical or surgical treatments and to sign any required form of consent on my behalf. I accept that I am responsible for reimbursing Guided Motorbike Tours any additional expense they incur on my behalf relating to my medical treatment or repatriation due to my injury, illness or other medical condition.

10. For tours travelling outside the EU, I understand that there are certain risks and dangers inherent in taking part in the Tour, including but not limited to the hazards of travelling in remote regions of developing countries, with medical facilities and response times that are often significantly worse than those in developed countries and that by the very nature of the activities I will be exposed to an element of personal risk over and above those associated with conventional holidays. These include the risk of personal injury and death and loss of or damage to my property and I agree, that I or any member of my family or friends shall not hold Guided Motorbike Tours Ltd responsible for any loss.

11. I also expressly understand that I am under a duty to mitigate any risks to myself as far as is practicable, by taking all reasonable steps to ensure my own health and safety whilst on the Tour. Except as stated in paragraph 14, I accept full responsibility for these risks and I agree that Guided Motorbike Tours Ltd, its employees and agents are released from any liability resulting from my injury or death or any loss of or damage to my property suffered during the Tour.

12. Guided Motorbike Tours does not exclude or limit its liability for any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered during the Tour which is caused by Guided Motorbike Tours' negligence.

13. I will indemnify Guided Motorbike Tours for all losses suffered by Guided Motorbike Tours as a result of my behaviour, negligence or failure to comply with the terms of this Acknowledgement Form, Booking Terms & Conditions or otherwise.

14. The laws of England and Wales are applicable to this Acknowledgement Form and I expressly submit to the sole jurisdiction of the Courts of England and Wales.

I confirm that I have read, understood and agree to the contents of this Acknowledgement Form and that I am 18 years of age or older.

12. For overseas tours you **MUST have the following documents:**

Valid UK passport (ensure visa not required if non-UK). Passport must have at least 6 months remaining by the time you return

- a. European Health Insurance Card (EHIC) (can be obtained online at www.dh.gov.uk/travellers, by phoning 0845 6062030, or by post from any main Post Office) **Note: E111 Certificate is no longer valid**
- b. European insurance cover for your bike – **must** include repatriation in the event of an accident or serious breakdown.
- c. Personal Travel Insurance for yourself and pillion (if appropriate). This **must** include medical cover including any possible repatriation in the event of serious illness or accident. We also recommend you include cancellation cover.
- d. Full motorcycle license
- e. **Original** V5 Registration Document (**Do not** bring a copy for example when travelling to Morocco/Tunisia)
- f. MoT document if required (where the bike is more than 3 years old)

Breakdown and Personal Insurance are compulsory on our European tours and we may require evidence of policies before departure. Ensure you have adequate insurance for your holiday. We recommend [HolidaySafe](#)

13. Marketing, Social, Media and Promotions

Unless informed otherwise by you in writing, you agree to Guided Motorbike Tours Ltd; using images or video of yourself or your motorcycle taken on tour by GMT tour guide(s) and other customers on tour to be used for marketing and promotional purposes. This may include but not limited to; social media, social chat rooms such as Whatsapp, internet

websites, blogs or marketing material such as leaflets and posters or promotional videos. Images or video provided by you or shared by you in social chat rooms such as Whatsapp, will not be shared with any other companies or organisations without your express and written permission. The images or video taken by us may contain images of your face, motorcycle and vehicle registration. You agree that Guided Motorbike Tours Ltd shall not be held responsible in the unlikely event the content is misused by another member of the public or other organisation. You also agree that Guided Motorbike Tours Ltd have your pre-approval and permission to add your mobile number and name to our WhatsApp groups created only and specifically for the purpose of allowing members of your chosen tour to communicate freely with each other. If you do not want us to add you to this group please let us know in writing (email is fine). By agreeing to these terms you also agree that you will be added to a third party app, namely, Dropbox or Google Photos, so that we and others on the tour you have booked on can share images and or video of the tour. If you wish to be omitted from this list you can simply delete yourself from it at any time

14. Self-Guided Tours

Self-Guided tours may be subject to supplementary charges when booked between 15th July - 15th September and during school holiday periods or bank holidays due to price increases from hotels and transport, such as; Euro Tunnel and Ferry/flight companies. The increase is typically 25% - 50% and is out of our control. It is recommended you check with us prior to booking during these times

15. Complaints Procedure

In the event of a complaint, in the first instance, you should approach the tour representative. If you still consider that your complaint has not been properly addressed, you should put your comments in writing and send them to:

hello@guidedmotorbiketours.co.uk

or;

Guided Motorbike Tours Ltd
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The Grainstore
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