

TERMS AND CONDITIONS

1. TOUR (AND RENTAL) AGREEMENT:

The tour (and rental) agreement only becomes effective upon confirmation of participation from Powerride Enduro Tours e.K., Auers 82 ½, D-88167 Röthenbach, hereinafter referred to as "the organiser". Confirmation of participation will be issued in writing or in text form.

2. SCOPE OF SERVICES:

(1) The scope of services is derived exclusively from the tour description that is valid at the time of booking (to be found on www.ridektm.com). All services that are not specifically listed as included are not included in the tour price.

(2) The organiser reserves the right to modify the tour, in particular the tour route and the accommodation, provided that this is necessary on important grounds. The organiser shall thereby endeavour to maintain the tour's characteristics and to provide equivalent services.

3. REQUIREMENTS FOR THE PARTICIPANT:

(1) Participation on the trips and tours is possible with motorcycle models of all motorcycle brands that meet the demands of the respective trip or tour.

(2) Only persons in possession of a valid driving licence at the time of the tour are allowed to participate. Exceptions may be authorised for camps that take place on enclosed private grounds.

(3) The participant is obliged to wear motorcycle riding gear that is appropriate for the demands of the tour. The wearing of helmets is mandatory, without exception.

(4) If the participant takes part in the tour with his or her own motorcycle, then the participant bears the sole responsibility for ensuring that the vehicle is in perfect technical condition and in compliance with all regulations and requirements stipulated by law and by the organiser (e.g. off-road tyres). The organiser and the tour guide are under no obligation to verify the participant's compliance with these requirements.

(5) It is the sole responsibility of the participant to determine whether his or her individual competence and abilities are sufficient to cope with the specified route (see riding ability level on www.ridektm.com).

The organiser and the tour guide are under no obligation to determine and verify the participant's competence and abilities.

4. MOTORCYCLE RENTALS:

(1) It is possible to hire KTM motorcycles on some of the tours. The booking of a motorcycle must take place at the time of the tour booking. The rented motorcycle may only be used for participation in the booked tour. The motorbike may only be ridden by the person who has rented it.

(2) The rental period shall not be interrupted by unavailability of the vehicle caused by the participant or which is due to the incompetence of the participant. The same applies if the participant is unfit to drive.

5. PASSPORT, CUSTOMS, VISA AND IMMUNISATION REGULATIONS:

Some tours lead into countries which have special passport, customs, visa and immunisation regulations.

The participant is solely responsible for complying with these regulations, in particular for obtaining any necessary visas or immunisations.

6. INFRINGEMENTS OF TRAFFIC REGULATIONS OR THE TOUR GUIDE'S INSTRUCTIONS:

If the participant disregards traffic regulations or the instructions of the tour guide in a gross manner, the organiser may withdraw from the contract and seize the rental motorbike.

In such case, there will be absolutely no reimbursement of the tour or rental price.

Penalties and fines for violations of traffic regulations shall be borne by the participant.

7. LIABILITY:

(1) The participant takes part in the tour at his or her own risk.

For damage that the participant sustains during the course of the tour, the liability of Powerride Enduro Tours e.K. and their respective agents is limited to a total sum of three times the price of the tour and motorcycle rental, provided that the participant's damage was not caused either intentionally or through gross negligence on the part of Powerride Enduro Tours and their respective agents, or if the organiser is responsible for damage sustained by the participant solely through the fault of one of the service providers. The limitation of liability shall not apply in the case of personal injury to the participant.

(2) Before entering into the tour, the participant must sign a personal declaration for the limitation of liability.

The participants are hereby made aware that the organisers are obliged to prevent the participant from participating on the tour if he or she has not accepted and/or signed the liability waiver.

(3) The liability of Powerride Enduro Tours and the tour guide is excluded for material damage and personal injury caused by the participant, provided that no corresponding personal liability insurance cover exists. In any case, the liability is limited to the scope of the insurance cover of the liability insurance in the event of actual damage. In such case, the participant shall indemnify and hold harmless Powerride Enduro Tours and the tour guide.

(4) Participants are strongly advised to take out the appropriate type of insurance, such as cancellation and repatriation insurance.

(5) The participant is liable to the organiser for any damage to the motorbike caused by him/herself. The organiser will charge the participant the list price of the required spare parts. The installation of the spare part will not be charged. Normal wear and tear during the intended use of the motorbike, in particular tyre wear, does not count as damage.

8. PAYMENT:

(1) The full invoice amount must be paid within two weeks of receipt of the invoice, but no later than four weeks before the start of the tour. If a booking is made four weeks before the start of the tour or at shorter notice, the invoice amount must be paid immediately.

(2) If payment is made by credit card, the invoice amount will be debited when the invoice is issued. Any bank charges incurred shall be borne by the credit card holder.

9. WITHDRAWAL FROM THE AGREEMENT (tours and camps):

(1) The person making the booking is entitled to withdraw from the agreement at any time.

If the person making the booking withdraws, the following cancellation fees will be charged instead of the tour price:

- 20% of the tour and rental price in the case of withdrawal between registration and eight weeks before tour commencement,

- 50% of the tour and rental price in the case of withdrawal between eight and four weeks before tour commencement,

- 85% of the tour and rental price in the case of withdrawal within four weeks of tour commencement or non-notified failure to participate.

(2) For Race Services, the following cancellation fees apply in deviation from paragraph 1:

- 25 % of the invoice amount for cancellation from registration up to 6 months before the start of the race,
- 50 % of the invoice amount for cancellation from 6 months to 3 months before the start of the race,
- 85 % of the invoice amount in the event of cancellation from 3 months before the start of the race or unannounced non-appearance.

The reason for the stricter cancellation conditions for Race Services is that the organiser cannot find new participants shortly before the race because the starting places for major races are often fully booked many months in advance.

(3) Cancellation must be made in writing or by e-mail and will be confirmed in writing or by e-mail by the organiser and is only then deemed to have been accepted.

The deadlines specified above refer to receipt of the withdrawal notification by the organiser. The organiser is entitled to offset the cancellation fee against the participation fees already paid.

Otherwise, participation fees already paid shall be reimbursed in full. Participants may not be reimbursed for any services not taken advantage of locally. The participant is strongly advised to take out travel cancellation insurance.

(4) The participant may transfer the contractual relationship to another person, provided that this person fulfills all the requirements for participation, including the driving skills required for the specific tour, and the transfer is notified to the organizer within a reasonable period of time before the departure date. The transferor and the new participant are jointly and severally liable for any outstanding fees and, if applicable, for any additional costs incurred as a result of the transfer.

10. TOUR CANCELLATION:

(1) The organiser reserves the right to postpone or completely cancel the tour at any time on important grounds. Furthermore, the organiser is entitled to cancel the tour up to one week before tour commencement if the minimum number of participants has not been reached. In such case, the participants will be notified promptly.

(2) In the event of postponement or cancellation of a tour, the participant has the right to choose between reimbursement of the participation price or participation on another of the organiser's tours of equal value, provided that this is possible for the organiser.

(3) External services that are not directly connected to a booking made with Powerride Enduro Tours e.K., Auers 82 ½, D-88167 Röthenbach cannot be reimbursed.

11. INEFFECTACY:

The inefficacy of individual terms of these travel and rental terms and conditions shall not result in the inefficacy of the remaining provisions or of the tour (and rental) agreement.

12. APPLICABLE LAW:

German law is applicable, unless contested by other compelling legal provisions.

Place of jurisdiction: Lindau (Bodensee), Germany.