



## AYRES ADVENTURES LIMITED TRIP TERMS AND CONDITIONS

### **Trip Operator**

Ayres Adventures (AA)  
Registered Office Gibraltar  
13/1 Line Wall Road  
Gibraltar

### **Sales Office**

Ayres Adventures  
PO Box 864018  
Plano, Texas 75086-4018

### **Booking a Tour with AA**

With submission of your online booking form and payment of your tour deposit, you agree that you have read and accepted all Terms and Conditions of this agreement as a binding contract between AA and you, the tour participant. In addition, AA requires a duly signed Release and Waiver form to be provided by AA.

### **Trip Reservation and Deposit**

A deposit is required to establish and hold a reservation. Full payment is required 60 days prior to the tour start date unless specified otherwise in the tour's description on our website under Pricing and Schedule. If full payment is not received by the specified due date, AA reserves the right to treat the reservation as cancelled and to charge a cancellation fee.

### **Cancellation Fee and Refunds**

For most tours, cancellation fees are as noted in the table below. It is important to check the particular tour's webpage for the specific cancellation policy that applies to the tour. For some tours, cancellation fees will vary from this table, as noted in the tour's description on the website under Pricing and Schedule. No exceptions to the cancellation policy will be made for any reason. We strongly recommend customers either obtain tour cancellation insurance from an insurance company or opt for cancellation/interruption protection from Ayres Adventures.

<b>From date of scheduled commencement</b>	<b>Amount Forfeited</b>
More than 60 days	50% of deposit
60 days or fewer but more than 45 days	100% of deposit

<b>From date of scheduled commencement</b>	<b>Amount Forfeited</b>
45 days or fewer but more than 30 days	50% of full tour payment
30 days or fewer	100% of full tour payment

## **Motorcycle Rental and Security Deposit**

Motorcycles are provided by AA and the cost is included in the tour cost. AA will attempt to provide tour participants with the model of motorcycle confirmed to the participant. If, after having confirmed the model of motorcycle requested, AA finds that it is necessary to substitute a different model, AA will notify the participant as soon as possible. If the participant does not wish to accept the proposed substitution, the participant may cancel the tour without penalty and the deposit and tour cost will be refunded.

Unexpected and uncontrollable situations may require last minute substitution of a motorcycle, including after the tour has begun. This includes, but is not limited to, mechanical failure, collision damage and theft. In this instance, AA reserves the right to substitute the type of motorcycle confirmed. Should AA not be able to replace a motorcycle with the confirmed type or similar, a pro-rated refund for the difference in models, if any, will be refunded to the participant. This constitutes the maximum liability of AA.

Motorcycle rental companies require a damage deposit. The amount, published on AA's website, varies depending on the supplier, region of travel and model. You will be asked to submit a credit card number to AA in advance of the tour, with authorization to pay the deposit in the event of damage.

The term "damages" is to exclude reasonable wear and tear. Minor blemishes or paint chips caused from gravel, stones, and insects are considered normal wear and tear; for example. Damage or scratches caused by an accident, dropping a motorcycle or riding it through bushes or off roadways is not considered normal wear and tear.

If a rider operates the bike after drinking an alcoholic beverage or using a mind-altering drug, the damage waiver signed by the rider is considered null and void and the rider incurs unlimited liability for damage to the motorcycle.

AA is not obligated to replace a motorcycle damaged by the participant or damaged in a traffic accident.

## **Motorcycle Operation Requirements**

Customers who intend to operate a motorcycle provided by AA must be at least 25 years old and must have a valid motorcycle operator license. Customers must also attest that they have at least two years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by AA.

## **Rental and Security Deposit – Other Vehicles**

For tours that include a self-drive safari, 4-wheeled vehicles may be provided by a vehicle rental company. In such cases, a security deposit of up to \$5,000 may be required by this company at the time the participant accepts delivery of the vehicle. The deposit will be returned by the vehicle rental company upon return of the undamaged vehicle. If the vehicle has been damaged, the security deposit will be treated as an insurance deductible and a portion or all of the security deposit will be withheld by the vehicle rental company to cover the damages.

If the participant is to be the sole driver of the vehicle, the participant will be responsible for the security deposit. If the participant is to share the vehicle with another participant, each participant will be responsible for their pro-rata share of the security deposit.

Participants wishing to operate a 4-wheeled vehicle provided by a vehicle rental company must meet other qualifications established by the vehicle rental company, including age and operating license requirements.

### **Items Included in Trip Price**

1. Airport transfers, provided customer arrives/departs on the scheduled arrival and departure days. Customers arriving early or departing late are responsible for the airport transfer.
2. Lodging for each night of the tour. Accommodation will be in single, double or twin rooms. Tour price is based on double occupancy, unless the single room supplement is paid.
3. Most tours include all breakfasts, as specified in the individual tour description.
4. Dinners for most evenings, as specified in the individual tour description. For some tours that include spending two or more consecutive nights in the same city, nights except the first of the consecutive nights may be considered free nights and participants may be responsible for the dinner cost.
5. Support vehicle, available to carry two pieces of luggage per person.
6. Tour Guides. In addition to the support vehicle, one or more tour guides will be available per tour, depending on the number of participants per tour. Although it isn't necessary to ride with a tour guide at all times, participants are invited to do so.
7. Tour Information Package. Approximately 30 days prior to the tour, and after receipt of full payment for the tour, you will receive a package containing all the information you need to pack and prepare for the tour, including detailed route descriptions and route maps, and a list of hotels.
8. Activities that are specifically identified in the published tour description for the tour.

### **Items Not Included in Trip Price**

Any item not mentioned as included is not included. Alcoholic beverages are not included. Items of a personal nature are not included.

### **Single Room Supplement**

AA will provide single rooms for travelers who agree to pay the supplemental charge identified in the tour pricing information. If participant requests a roommate and AA cannot provide a roommate, participant will be notified 60 days prior to start of tour and given the option to pay the single room supplement or cancel the booking without penalty.

Pricing is based on double occupancy. 50% of a room's cost is built into the base price of the tour for each rider. Riders who request a single room (or riders for whom we are unable to arrange a roommate) are required to pay the SRS, which covers the 50% of the cost of a room which is not shared by a roommate.

In the event that riders who have decided to share a room later request their own rooms, each of them will be assessed the SRS which when added together, will pay for the cost of the additional room. If riders do not agree to share the cost of the additional room, any rider demanding a separate room will be required to bear the entire cost of the additional room.

Depending on room availability, we cannot guarantee that we will always be able to provide an additional room, as rooms are booked far in advance.

### **Smoking in Hotel Rooms**

AA will attempt to match roommates according to smoking preferences. If AA is unable to do so, participants agree to refrain from smoking in their hotel room.

## **Baggage**

AA assumes no responsibility for loss, damage or delay in delivering baggage to customers. Baggage turned over to AA each day for transport is done so at rider's own risk.

## **Tour Cancellation**

Up to 45 days prior to the start of a scheduled tour, AA may cancel the tour if an insufficient number of participants have booked and fully paid for the tour at that time. In case of such an event, AA will notify the customers who have signed up for the tour and will offer to operate the tour if all customers agree with proposed changes to the tour. These changes may include payment of a supplemental charge, routing changes, or other changes that AA proposes in order to operate the tour. If all customers do not agree to the proposed changes, AA will promptly refund their payment in full, which will constitute the full settlement. AA will not be liable for additional costs or losses incurred by the customers due to AA's cancellation of the tour due to lack of sufficient customers for the tour. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals.

## **Participants Using Their Own Motorcycle**

No motorcycle insurance will be provided by AA for participants who provide their own motorcycles

## **Non-Observance of Traffic Laws and Unsafe Group Travel Behavior**

If the rider does not comply with local traffic laws or does not practice safe group travel practices as described by the tour leader and by guidelines provided by AA, the agreement with the rider may be canceled and riding privileges will be suspended. Riding privileges will be suspended for anyone under the influence of drugs or alcohol. Participants agree to refrain from alcoholic beverages until motorcycles have been parked for the night.

## **Photo and Video Material**

Photos and videos produced by AA or its representatives during a tour are the property of AA and copyrights remain with AA. AA can use this material for promotional and advertising purposes, including images in which individual tour participants can be recognized, without any charge for the use of this material.

## **Passport, Visa, Driving and Health Regulations**

Participants are responsible for complying with above regulations and all consequences resulting from non-compliance.

## **Responsibility for Customer Safety**

AA is not responsible for any accidents. It is agreed and understood that neither AA nor its agents are the guardians of any customer's safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour, which might result in injury, death, or other damage to the customer, his property, or his family, heirs or assigns. AA liability is limited to a total of three times the tour price irrespective of the title or claim.

## **Weather**

AA cannot be made liable for unpleasant or unsuitable weather conditions that occur during a tour and no refunds or adjustments to the tour price will be made for such conditions.

## **Changes to Schedule**

It may be necessary in some instances to change the schedule that was originally published for a tour, requiring a change in accommodations and routing. Such changes may result from changes in the weather, road construction, or other unforeseen situations.

**Changes to Tour Cost**

The cost of the tours quoted are the costs in effect at the time the quotation is given, either via the AA web site or in printed materials. If cost factors such as currency fluctuations, insurance costs, or the cost of meals and accommodations dictate the need for an increase in the price of the tour, AA may modify the price at any time prior to 60 days before departure. If a customer is not satisfied with such an increase, the customer may cancel the reservation and the entire deposit will be promptly refunded.

**Verbal Changes**

Verbal changes to these terms or conditions are invalid unless confirmed in writing by AA.

**Insurance**

AA recommends that customers take out adequate travel, health and accident insurance as well as tour cancellation insurance. AA encourages customers to secure medical evacuation insurance.

**Acceptance of Trip Terms and Conditions**

I understand that I will be required to sign a release and waiver form before I can participate in an Ayres Adventure. I have read and accept the Terms and Conditions of Ayres Adventures. I'm aware that motorcycling can be dangerous. I'm aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the tour can influence the risks. I agree to accept those risks.

I'm an experienced, responsible and healthy motorcyclist with a valid motorcycle driver license. As a passenger I'm aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this tour, including Ayres Adventures, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or my participation in the tour which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.

These terms and conditions shall be governed by the internal laws (exclusive of the choice of law provisions thereof) of Gibraltar as to all matters. Any action between the parties hereto shall only be brought in a court in Gibraltar and not in any other jurisdiction and the prevailing party shall be entitled to recover from the non-prevailing party its reasonable fees and costs.

**Tour:** \_\_\_\_\_

**Participants:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_