

**PETER'S CLASSIC BIKE ADVENTURE TOURS LTD.**

8, 1st Apriliou, Aristo Center, Block B, Off. 203, 8011 Pafos, Paphos, Cyprus

[www.classic-bike-india.com](http://www.classic-bike-india.com)

USA: +1 917 6956399

UK: +44 20 37694097

Australia: +61 29 0991765

[bookings@ClassicBikeAdventure.com](mailto:bookings@ClassicBikeAdventure.com)

## TERMS AND CONDITIONS

### Money Back Guarantee & All-inclusive Guarantee

#### 1. Money-back Guarantee

If you want to cancel your participation up to 6 months before the start of the tour, a short message is enough - and you will receive your deposit back in full. If we have to cancel the tour - no matter what the reason - you will also get your money back in full. Alternatively, you can decide to transfer your booking to another trip from our program free of charge.

#### 2. All-inclusive Guarantee

Transparency is our top priority. There are no hidden fees, no surprises. Comfortable hotels, meals, tour guide, rental vehicle, support vehicle and much more are already all included in the price. All included services and tour prices are clearly listed on each tour page, so you can focus on what really matters: the joy of adventure.

### Short & Compact: Booking Process

#### 1. Booking & Invoice

After your booking (e-mail or online) you will receive the invoice.

#### 2. Binding confirmation

The booking is binding as soon as the deposit has been received.

#### 3. Minimum number of participants

We will inform you as soon as the minimum number of participants is reached - from then on the tour is guaranteed.

#### 4. Tour Rider

About 8 weeks before the start of the tour, you will receive the Tour Rider document with all the latest details, the team, participants and hotels.

### 1. Conclusion of the travel contract

The tour description valid in each case as well as these General Terms and Conditions (T&Cs) are part of the travel contract. A travel contract is concluded as soon as a booking has either been completed via the online booking system or a registration form has been submitted in text form and the due deposit has been received in full within the specified period. Until receipt of the deposit, there is no entitlement to participation. The spot on tour will only be reserved until the payment deadline indicated on the invoice.

**1.1 Amount of advance payment:** For all trips with rental vehicles, the deposit is 500 EUR / 580 USD / 870 AUD per person (driver or passenger). For all overland trips with your own vehicle, the deposit is 15% of the main tour price (excluding surcharges, e.g. single room supplement, or optional extensions).

**1.2 Due date of the balance:** For travel with rental vehicles, the balance is due no later than 42 days before the start of the trip. For private trips and overland trips with your own vehicle, the remaining amount is due at least 84 days before the start of the trip. For short-term bookings made after these deadlines, the entire tour price is due for payment immediately upon receipt of the booking confirmation.

**1.3 Payment methods:** Payments can be made by bank transfer or credit card. The participant must ensure that payments are made without deductions. Any bank charges or exchange rate costs are the responsibility of the participant.

**1.4 Consequences of late payment:** If the participant does not pay the deposit or the remaining amount within the specified deadlines, the organizer reserves the right to withdraw from the travel contract after reminder and fruitless expiry of the deadline. In this case, cancellation costs will be charged in accordance with Section 3 (Cancellation by the Traveller), starting at least in the amount of the deposit paid.

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### 2. Booking process

After receipt of the booking by e-mail or via the online booking system, the participant will receive an invoice for the total travel price, which shows both the deposit and the remaining amount. This applies even if the deposit has already been paid by credit card via the automated online booking system on the website. After receipt of the deposit, the booking is confirmed by the organiser as binding. As soon as the minimum number of participants is reached, the implementation of the trip is guaranteed. If this was not yet the case at the time of booking, the organiser will inform the participant as soon as the minimum number of participants has been reached. About eight weeks before the start of the trip, all participants will receive the so-called Tour Rider document with all relevant information about the trip, the tour team and the booked accommodation.

**Online booking system:** When using the online booking system on our website, the participant goes through the booking process described there. The participant can check and correct his entries before sending the booking. By clicking on the button „book with obligation to pay“ (or an equivalent button), the participant submits a binding offer to conclude the travel contract. The system automatically confirms receipt of the booking by e-mail. This confirmation of receipt does not yet constitute acceptance of the contract if the deposit is still outstanding. The tour operator shall only consider the travel contract to be concluded upon the final booking confirmation and in accordance with Section 1.

### 3. Cancellation by the traveller (cancellation conditions)

The traveller can withdraw from the contract at any time before the start of the trip. The receipt of the declaration of withdrawal by the organiser is decisive. In the event of withdrawal, the organiser charges a lump-sum compensation (cancellation fee), the amount of which is based on the following scale. These lump sums take into account the expenses usually saved as well as the possible use of the travel services elsewhere. The traveller is free to prove that the organiser has suffered no or significantly less damage.

#### 3.1 For tours with rental vehicles:

- Up to 180 days (6 months) before the start of the trip: no cancellation fee (full refund)
- 179 to 42 days before the start of the trip: cancellation fee in the amount of the deposit paid
- 42 to 14 days before the start of the trip: 50% of the tour price
- 13 days until the start of the trip or in case of no-show: 90% of the tour price

#### 3.2 For overland trips (own vehicles) and private special trips:

- Up to 180 days (6 months) before the start of the trip: no cancellation fee (full refund)
- 179 to 84 days before the start of the trip: cancellation fee in the amount of the deposit paid
- 84 to 42 days before the start of the trip: 50% of the tour price
- From 42 days before the start of the trip or in case of no-show: 90% of the tour price

**3.3 Substitute participant:** The traveller can demand that a third party enter into the travel contract in their place no later than 7 days before the start of the tour. This third party must meet all participation requirements and comply with the contractual travel requirements (e.g. driver's license, health requirements, visa requirements, etc.). The organiser can object to the change of participant if the third party does not meet these requirements or if there are official/legal reasons to the contrary. If a substitute person enters into the contract, the traveller can be charged the additional costs incurred (e.g. rebooking fees, name change fees for flight tickets). The original and the new tour participant are jointly liable as co-debtors for the travel price and these additional costs.

**3.4 Withdrawal by the organiser if the minimum number of participants is not reached:** For each trip, a minimum number of participants can be indicated in the travel description. If this minimum number of participants is not reached by eight weeks before the start of the trip at the latest, the organizer is entitled to cancel the trip and withdraw from the travel contract. This deadline applies regardless of the duration of the trip. In this case, the traveller will be informed immediately and will receive a full refund of any payments already made. There are no further claims, in particular for reimbursement of travel or accommodation costs. The traveller is free to be rebooked free of charge for another available trip from the organiser's programme.

**3.5 Minimum number of participants for optional extensions:** Optional extensions are considered independent travel services with a separate minimum number of participants. If the minimum number of participants for an extension is not reached, the organiser can only cancel the extension without this having any impact on the implementation of the main tour. Payments already made for the extension will be refunded in full. A free withdrawal from the contract of the main tour due to the cancellation of an extension is excluded.



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**3.6 Independence of the main tour:** The implementation of the main tour is not tied to the creation of an optional extension. The main tour is considered a stand-alone travel service and is decided according to its own minimum number of participants.

**3.7 Cancellation by the organiser for other reasons:** If the organiser has to cancel a trip due to a circumstance for which the traveller is not responsible (e.g. force majeure, official order, security risks), a full refund will be made of all payments already made by the participant. Alternatively, the participant can – at his or her choice – transfer the booking to another available trip from the programme at no additional cost.

### 4. Insurance and Vehicle Deposit

**4.1 Vehicle insurance:** All motorcycles provided are covered by third-party liability insurance in accordance with the legal requirements of the destination country. In addition, there is partial comprehensive insurance against damage caused by the participant, with a deductible that varies according to the type of motorcycle as follows:

- Royal Enfield Bullet 500 / Himalayan 411 / 450 / 750 / CFMoto 450MT / CFMoto 450 CL-C:  
- EUR 500 | USD 580 | AUD 870
- BMW G 310 GS / Honda CB 500 X/NX / Royal Enfield Interceptor 650 / Suzuki V-Strom 650:  
- EUR 1,000 | USD 1,170 | AUD 1,760
- BMW F 450/800/850 GS / CF Moto 800 MT/MT-X / Honda Transalp/Africa Twin / Yamaha Ténéré:  
- EUR 1,500 | USD 1,755 | AUD 2,640

For selected tours, we also offer fully comprehensive insurance. Availability, prices and detailed conditions are published on our website. We cannot guarantee the availability of fully comprehensive insurance unless explicitly indicated that it is offered for a specific tour.

**4.2 Deposit, liability and damage settlement:** When taking over the motorcycle, each participant signs a deposit agreement in the amount of the respective deductible (see above). This deposit agreement serves as a security deposit and usually corresponds to the maximum liability amount of the participant in the event of self-inflicted damage to the motorcycle. All damages detected must be paid for in cash or by bank transfer before departure – after a joint assessment by the tour guide or a representative of the organizer. Payment by credit card is also available via a payment link directly to the organiser.

**4.3 Substitute participant:** The limitation of liability to the agreed deductible does not apply without restriction. In the case of negligent or grossly negligent conduct, the actual amount of damage may exceed the agreed deductible. Negligent conduct is considered in particular if the participant disregards the usual care and safety requirements in road traffic and on the tour, for example:

- Driving under the influence of alcohol or drugs
- Deliberate or grossly improper driving (e.g. wheelies, risky maneuvers, disregard for traffic rules)
- Failure to follow instructions from the tour guide or local authorities
- Use of the vehicle outside the designated route or in unauthorized terrain
- Intentional or grossly negligent inducement of an accident.

In such cases, the actual liability of the participant may exceed the agreed excess, up to the full amount of damage.

**4.4 Accidents with third-party damage:** In the event of accidents with third-party damage caused by the participant, a direct settlement of the damage can be made on site in certain cases – in particular in the case of minor damage or if the involvement of the police would lead to considerable delays. In these cases, the tour guide can mediate between the parties involved. The participant decides on the further course of action in agreement with the tour guide. If the police are not involved, it is usually not possible to settle the claim through the insurance company, as no official police report is prepared. Experience has shown that such situations occur extremely rarely.

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### 5. Choice of room

All tour prices are based on accommodation in a Twin Room. Participants can choose to book a single room; in this case, the single room surcharge shown in the respective tour description will be charged. For participants who book a twin room and are willing to share it, a suitable room partner will be arranged if possible. There is no guarantee of this. If no roommate is assigned, accommodation will be in a single room and the corresponding single room surcharge will be charged. This does not constitute a significant change in the service and does not entitle the holder to withdraw from the travel contract free of charge.

### 6. Requirements for participation

**6.1 Driving licence:** Participants must be in possession of a valid driving licence for the respective vehicle type – and must have held it continuously for at least two years.

**6.2 Obligation to carry:** The national and international driving licence (if required in the destination country) must be carried during the entire tour. The driver's license must be valid for the selected vehicle category.

**6.3 International health insurance:** Purchasing international health insurance including medical repatriation is mandatory and must be valid for the entire travel period.

**6.4 Protective clothing:** When travelling on motorcycles, it is mandatory to wear suitable protective clothing, in particular helmets, motorcycle jackets, gloves, sturdy boots and protective clothing.

**6.5 Travel Cancellation and Interruption Insurance:** We strongly recommend that you take out travel cancellation insurance as well as travel interruption insurance in order to be financially protected in the event of illness, accident or other unforeseen events before the start or during the tour.

**6.6 Travel documents and health regulations:** Each participant is responsible for carrying valid travel documents (identity card/passport, driver's license, etc.) and for obtaining necessary visas and vaccinations in good time. The organizer informs within the scope of their possibilities about special entry and health regulations of the destination country, but compliance with these regulations is the responsibility of the participant. Disadvantages resulting from non-compliance with these regulations (e.g. refusal of entry or costs due to short-term cancellation) will be borne by the participant.

**6.7 Physical and driving fitness:** Participation in our motorcycle and self-drive tours requires physical, mental and technical competence that meets the requirements of the respective tour. These include, in particular, the ability to react and concentrate, endurance, responsible driving behaviour and the safe control of the vehicle used on a wide variety of road, off-road and weather conditions as well as under any considerable differences in altitude.

**6.7.1** The participant is obliged to ensure before the start of the trip that they meet the health and driving requirements required for the trip. The organiser is entitled to obtain appropriate information from the participant. The participant assures that this information is complete and truthful.

**6.7.2** The organiser is entitled to refuse the participation of a participant before the start of the trip or during the trip or to exclude him or her from further participation if there are objective indications that the participant does not meet the necessary physical or driving requirements and can be expected to endanger their own safety, other participants, the tour team or the orderly course of the trip. A refusal is made exclusively for objective, security-related reasons and, in particular, does not constitute discrimination on the basis of age or other personal characteristics.

**6.7.3** A participant will be excluded if they are unable to drive the vehicle safely, disregard traffic rules, cannot maintain the group's driving speed under realistic safety requirements or if their driving behaviour poses a danger to themselves or third parties.

**6.7.4** Insurance, regulatory or local regulations in different countries may result in certain age groups or groups of persons being excluded from individual benefits, insurance, vehicle categories or entry formalities. In such a case, the organiser will inform the participant immediately. The participant shall bear any additional costs or organisational measures arising from such restrictions, unless a separate agreement has been made.



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### 7. Conduct during the tour

**7.1 Driver's personal responsibility:** Each participant rides at his or her own risk. Even if the driver follows the group or the tour guide, he or she is solely responsible for:

- compliance with traffic rules,
- their driving behaviour,
- the selected speed and
- the safety of their driving style.

Before the start of each tour, there is a mandatory driver briefing in which the traffic conditions and special features of the respective destination country are explained in detail.

**7.2 Instructions of the tour guide:** The participant undertakes to observe all instructions of the tour guide or the local partners regarding driving safety, route selection and group organization. In the event of gross violations of safety instructions or repeated endangerment, the organiser may exclude the participant from further participation. In this case, there is no entitlement to reimbursement of travel services not yet received.

### 8. Miscellaneous

**8.1 Place of jurisdiction:** For all disputes arising from this contract, the registered office of the Organiser shall be the exclusive place of jurisdiction, to the extent permitted by law.

**8.2 Disclaimer and personal responsibility:** Each participant is aware of the risks of motorcycling and acts independently during the entire tour. The participant acknowledges that motorcycling – especially in remote regions or on unpaved roads – carries an increased risk of accidents and injuries. The participant waives any claims against the organiser, its employees, tour guides or local partners, unless damage was caused by intent or gross negligence. This limitation of liability does not apply to damages resulting from injury to life, limb or health that are based on a negligent breach of duty by the organiser or one of its vicarious agents. This disclaimer includes, in particular:

- Damage caused by falls, collisions, falling rocks or weather conditions,
- Injuries caused by one's own driving behavior,
- Damage caused by disobeying instructions or traffic rules.

**8.3 Use of Media Content shared by participants:** During the course of a tour, participants may share photos and videos in the official WhatsApp group chat created by the Company for that tour. Unless explicitly stated otherwise by the participant, any such media content shared in this group may be used by the Company for online purposes, including but not limited to social media, website content, and promotional materials.

The Company commits to using such content responsibly and with respect. The Company will not publish any material that is compromising, inappropriate, or against the best interests of our participants.

If a participant identifies media content featuring themselves that has been published and wishes for it to be removed, the Company will immediately remove the content from all public platforms and will respect the participant's wishes henceforth.

### 9. Liability Regulations for Overland Trips with Private Participant Vehicles

The following provisions apply exclusively to overland trips where participants participate in the trip with their own private vehicles (e.g. motorcycles or off-road vehicles). They do not apply to trips where vehicles are provided by the organiser.

**9.1 Shipping as part of the travel service:** If the shipment of the vehicle is part of the booked travel service, the tour operator will take over the organisation of the transport. This ensures the following:

- Coordination by the organizer: The organizer coordinates the shipment on their behalf with carefully vetted, specialized logistics companies. Attention is paid to an excellent selection of these partners in order to ensure professional and safe transport. The organiser remains actively involved in this process – it is by no means the case that the participant has to arrange the shipment alone.





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- **Insurance and liability:** The logistics companies used have liability insurance and assume liability for transport in the event of damage. The vehicles are insured against total loss during container transport. In addition, in the event of a shipwreck, there is appropriate insurance cover (average insurance), which covers any loss or damage caused by maritime accidents.
- **Optional additional insurance for minor damage:** Minor or cosmetic damage (e.g. minor scratches or dents) is usually not covered by standard transport insurance. If desired, the participant can therefore also take out voluntary transport insurance (e.g. all-risk cover) at their own expense to cover such minor damages. However, this is optional and by no means mandatory, as major damage is already covered by the above-mentioned insurances of the logistics companies.

**9.2 Shipping coordinated by the organiser (outside the included service):** If the shipment of the vehicle is not part of the included travel service, the organiser will still organize the container shipment of the vehicle. In this case, a separate contract of carriage for transport is concluded (independent of the travel contract), but the following conditions also apply:

- **Coordination and choice of partner:** The organiser actively supports the participant in organizing the shipment. The handling is carried out exclusively by specialized and certified specialist logistics companies, which are carefully selected and commissioned by the organiser. Even if this transport is arranged outside the actual travel service, the organiser remains the contact person and coordinator for the participant to ensure a smooth process.
- **Insurance and liability:** The commissioned logistics companies bear the transport liability and have appropriate liability insurance. The vehicle is insured against total damage/total loss during container transport, even if the shipment has been agreed separately. In the event of an accident to the ship, there is also insurance cover (average insurance) by the carrier or his insurance company. This means that serious transport risks are also covered in this scenario.
- **Optional additional insurance for minor damage:** Scratches, dents or other minor transport damage are usually not covered by the carrier's standard insurance. However, the participant has the option of taking out supplementary transport insurance (e.g. all-risk insurance) on a voluntary basis in order to also cover any minor damage to the vehicle. The application of such additional insurance is voluntary and not mandatory, as the main transport risks are already covered by the existing insurances of the logistics partners.

**9.3 Responsibility for own vehicles:** The participant is responsible for his or her own vehicle during the entire trip or event. The organiser assumes no liability for damage to the participant's vehicle – in particular not for damage caused by third parties – or for its loss (e.g. theft) during the event.

The participant must also ensure that their vehicle has sufficient insurance cover (e.g. motor vehicle liability and comprehensive insurance), as the organiser does not provide insurance cover for damage to the participant's vehicle. An exception exists if the tour operator organises liability insurance necessary or recommended for entry in specific countries.

**9.4 Customs regulations:** The vehicle owner/participant is obliged to ensure that there are no prohibited items and no undeclared (especially new) goods inside the vehicle. The organiser informs the participants in advance as best as possible about the applicable customs regulations (permitted vs. prohibited items). However, the final decision of customs authorities is beyond the control of the organiser. If customs remove items from the vehicle (e.g. confiscate) in the course of checks, the organiser cannot be held responsible for this and assumes no liability for any loss or damage.

## 10. Data protection

The protection of personal data is an important concern for us. All data collected in the context of the booking will be processed and stored in accordance with the provisions of the European General Data Protection Regulation (GDPR). The processing is carried out exclusively for the purposes of contract processing, travel organization and for the fulfilment of statutory retention obligations. The data will only be passed on to third parties if this is necessary for the organisation of the trip (e.g. to hotels, local partners or authorities) and always in compliance with the applicable data protection regulations. Participants have the right to information, correction, deletion and restriction of the processing of their personal data at any time. Further information on this can be found in our privacy policy.

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### 11. Electronic payment processing

Credit card payments made through the online booking system are processed through a secure payment service provider (payment gateway). The payment data is transmitted SSL-encrypted. The Promoter does not store credit card details on its systems. The participant does not incur any additional fees on the part of the organiser through the use of the online payment system. In the event of a refusal of the payment transaction or technical problems with the online payment, the participant remains obliged to make the timely payment by other means (e.g. by bank transfer) in order to maintain their booking.

### 12. Right of withdrawal in distance selling

The travel contract usually falls under the exemption provisions of distance selling law. The tour operator expressly points out that in the case of travel contracts, even if they were concluded by means of distance selling (online, e-mail, telephone, etc.), there is no statutory right of revocation of the traveller after conclusion of the contract (§ 312g para. 2 no. 9 BGB). Instead, the above-mentioned cancellation and cancellation conditions apply (see point 3).

### 13. Online Dispute Resolution and Consumer Disputes

The European Commission provides a platform for online dispute resolution (ODR), which the participant can use at <http://ec.europa.eu/consumers/odr>. The organiser is currently not obliged and unwilling to participate in proceedings before a consumer arbitration board.

### 14. Final Provisions

Should any provision of this contract or the T&Cs be or become invalid in whole or in part, this shall not affect the validity of the remaining content of the contract. In such a case, the parties will agree on a legally effective regulation that comes as close as possible to the economic meaning and purpose of the invalid provision. Changes and additions to this contract must be made in text form. Unless otherwise stipulated by law, the law of the country of residence of the Organiser shall apply to this contract.