

## **MotoVoyager Tours Terms and Conditions**

By using the [www.motovoyager.gr](http://www.motovoyager.gr) web site (“Service”), or by participating in any of our organized tours or use any other service offered by MotoVoyager company, you are agreeing to be bound by the following terms and conditions (“Tour Terms and Conditions”). By entering into this agreement on behalf of a company or other legal entity, you declare that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use these services.

Please carefully read and agree to the following terms and conditions which form part of the contract you enter into by participating in one of our tours:

1. The tour organizer is MotoVoyager, 54 G.Schina str. Megara 19100- Greece.

2. A deposit of 300 (three hundred) euro per person is required to establish and hold a reservation. This deposit secures a place in the tour chosen. The total cost per participant for each tour is clearly shown at [www.motovoyager.gr](http://www.motovoyager.gr). No price alterations will occur after a reservation has been made. The full balance is due and payable forty five (45) days prior to departure. Your booking may be considered cancelled should the full balance not be received by MotoVoyager by that time. It is important that MotoVoyager protects the viability of the tour to ensure that participants who do not cancel are protected from tour cancellation because of low participation in the event others do cancel.

The reservation will be complete for a participant when he/she also submits:

- a. This document (Tours Terms & Conditions), as a contract, signed.
- b. A booking form completely filled and signed.

In complement to the contract each participant will have to accept and sign, before departure, a release and waiver form and in the case of motorcycle rental, the corresponding contract.

3. Each participant has to make sure that she/he carries during the entire trip her/his passport (with at least 6 months validity after the end of your tour or rental date) and visa (if required) to travel in Europe (EEC). Additionally every participant should hold a valid motorcycle license for the relevant class of motorcycle and produce this at the commencement of the tour or rental. Non EEC citizens must also have an International Drivers permit. When participating with their own vehicle, participants must have vehicle registration document and/or title. Passports, driving licenses, vehicle registrations or rental contracts, should be carried at all times when riding a motorcycle. Pillion passengers are not obliged to have a motorcycle driving license.

As there are no specific diseases in Greece, no specific vaccination is required. The customer is responsible for complying with above regulations and all consequences resulting from non-compliance to European rules.

4. In case a reservation should be cancelled, a written notice should be send to MotoVoyager. MotoVoyager reserves the right to withhold the deposit/tour charge in part for costs incurred. Cancellation fee is as follows:

Number of days prior to departure	Cancellation fee per person
More than 45 days	200 EUR
45 - 30 days	50% of tour price
29 - 15 days	75% of tour price
Less than 15 days before departure	No refund

No exception to this policy can be made for any reason. Trip cancellation insurance is strongly recommended.

Flight cancellation charges are in accordance with the relevant airline’s terms and not with the scale above. MotoVoyager bears no responsibility for a tour being missed due to the cancellation or delay of any third party suppliers including rail, bus, taxi or airline companies.

In the case where MotoVoyager must cancel the tour due to low participation, the participants will be notified as soon as possible. MotoVoyager will try to transfer them to another trip to their satisfaction. In case the arrangement fails, MotoVoyager will refund deposit and payments in full, which will constitute the full settlement. MotoVoyager is not liable for any additional costs or losses incurred by the participant due to the cancellation of the tour due to

low participation. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals.

MotoVoyager is not required to make refunds once the tour commences, regardless of the reason for the participant's inability to complete it.

5. MotoVoyager reserves the right to cancel any tour or rental for non-compliance with the terms and conditions set out herewith. MotoVoyager also reserves the right to refuse a tour to a person, who in the opinion of the management, or tour leader, is not fit or experienced enough to ride a motorcycle in a safe and professional manner and who by doing so would endanger himself or others. You are responsible for ensuring that you are fit and healthy enough to participate in the tour you have chosen. We reserve the right to cancel your participation with refund at our discretion if after our request you fail to provide a medical certificate from a doctor stating that you are fit and able for the tour.

6. MotoVoyager, our Agents, Suppliers and Contractors accept no responsibility for, and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from circumstances outside of our control, such as but not restricted to: terrorist activity, natural and nuclear disaster, war or threat of war, riot, industrial dispute, **civil strife**, fire, adverse weather conditions, technical problems with transport, computer malfunction, cancellation or delay of scheduled or charter airlines, closure or congestion of airports or ports, disease or financial failure of suppliers, expiration of visas, passports or driving licenses.

7. It is at the tour leader's sole discretion for any alteration of the itinerary should it become necessary due to weather, local conditions, politics or various other reasons. No refund will be considered in the event of any such changes.

Every effort is made to describe our tours as accurately as possible, however, we reserve the right to amend the itineraries as we see fit before and during the tour dates if necessary. This includes, but is not exclusive to: an alteration in route, hotel or destination where we are forced to do so because of unforeseen circumstances, weather conditions, road works and/or road conditions, rider's ability, local circumstances or force majeure.

8. As MotoVoyager offers the meals during a tour, be sure to let us know about any special dietary requirements.

9. MotoVoyager is not responsible for any accidents. It is agreed and understood that neither MotoVoyager nor its agents are the guardians of any participant 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 participant, his property or his family heirs or assigns.

MotoVoyager assumes no responsibility for loss, damage or delay in delivering baggage to tour participants. In the case of a support vehicle following the tour, baggage turned over to MotoVoyager for transport each day is done so at the participant's own risk. In the case our insurance package, which also covers baggage loss, does not satisfy you, you should make an additional insurance on your own.

10. The motorcycles are provided by a motorcycle rental company, chosen by MotoVoyager and the cost is included in the tour costs except if you have chosen the option to participate with your own motorcycle. Motorcycle rental will be subject to a separate, usual for this scope, contract that will be signed by the participant before the delivery of the motorcycle. If a participant wishes, he/she may ask MotoVoyager to send him/her a copy of this contract.

In summary, the motorcycle rental includes:

- Up to 300km / day
- Two side panniers
- A security deposit of 500 – 3000 Euro, depending on the model of motorcycle must be paid at the beginning of the motorcycle rental period. The deposit will be held until the undamaged motorcycle is returned in acceptable condition. The deposit will be refunded at that time.

11. MotoVoyager offers Travel insurance included in the tour price for the participants covering mainly:

- Medical care / hospital expenses in the event of accident or illness
- Baggage cover
- Personal accident
- Repatriation

MotoVoyager insurance is valid from the tour start date (start of MotoVoyager services) to the tour end date (end of MotoVoyager services), as described in the contract.

MotoVoyager will send the Terms of insurance to a participant, if requested.

It is strongly advised by MotoVoyager that each participant contracts with his/her selected insurance company for a tour cancellation insurance.

For rental motorcycle insurance, please read the rental motorcycles section 10.

Participants coming with their personal motorcycle will be covered by the above described travel insurance during the tour, but MotoVoyager will not provide any insurance and fuel expenses, nor is MotoVoyager liable to any mechanical failure or damage occurring to their own motorcycle.

For a detailed description of the insurance package please read the policy (pdf file).

MotoVoyager will attempt to provide the trip participants with the model of motorcycle booked by the participant. If after having confirmed the model of motorcycle requested, MotoVoyager finds that it is necessary to substitute a different model, MotoVoyager will notify the participant as soon as possible. If the participant does not wish to accept the proposed substitution he/she may cancel the trip without penalty and the deposit will be refunded.

12. Unexpected and uncontrollable situations may require last minute substitution of a motorcycle including after the trip has begun. This may include but is not limited to mechanical failure, collision, damage and theft. In these circumstances MotoVoyager reserves the right to substitute the type of motorcycle booked. Should MotoVoyager not be able to replace a motorcycle with the confirmed type or similar a prorated refund for the difference in models, if any, will be refunded to the participant.

13. The participant is solely responsible for the ignition keys during the normal course of a riding day. Should they be lost or stolen due to neglect or failure to follow the tour leader's instructions the participant is responsible for the replacement to a maximum cost of 400 euro.

14. If a participant operates a motorcycle after drinking an alcoholic beverage or using drugs the rider will incur unlimited liability for damage to the motorcycle. MotoVoyager is not obliged to replace a motorcycle damaged by a participant in these circumstances.

15. Participants who intend to operate a motorcycle provided by MotoVoyager must be at least 25 years old and must have a valid motorcycle driver license. Participants must also attest that they have at least 2 years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by MotoVoyager.

16. All riders and pillion must possess and wear a suitable motorcycle helmet and protective motorcycle clothing at all times. MotoVoyager holds no responsibility for insufficient or inappropriate motorcycle clothes, helmets or other equipment (such as belts, gloves, boots, waterproof or protective armor, GPS, etc).

17. In the event of mechanical breakdown or accident, you must report it immediately to the MotoVoyager tour leader at the emergency number provided. You should not undertake repairs yourself or permit a third party to do so (does not apply if you own the motorcycle). In the event of a rented motorcycle not being able to continue, we will endeavor to provide you with a replacement motorcycle as soon as possible however, depending on availability, we reserve the right to substitute an alternate model where necessary. In the event of an accident, always report it to the police immediately, obtain an accident report, and notify to the tour leader. We will make every effort to provide repair facilities or a replacement motorcycle, but we are not obliged to do so. The rider of a motorcycle holds full responsibility for his/her own actions during the use of the motorcycle and we are obliged to forward your personal data to the police if requested, in case of violation of the local traffic laws or any infringements including speeding limits.

If the participant 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 MotoVoyager the agreement with the rider may be cancelled and riding privileges will be suspended. Riding privileges will be suspended from anyone under the influence of drugs or alcohol. Participants agree to refrain from alcoholic beverages until the motorcycles have been parked for the night.

18. MotoVoyager attempts to schedule its tours at a time when the weather is pleasant for motorcycling. Many tours pass through areas where weather conditions can change. MotoVoyager is not liable for unpleasant weather conditions and no refunds will be made for such conditions.

19. Photos and videos produced by MotoVoyager are the property of MotoVoyager. The copyrights rest with MotoVoyager. MotoVoyager can use all such material for advertising and marketing purposes, including images in which participants can be recognized, without any charge from the participant. Participants who submit photos to MotoVoyager agree to allow the use of such photos by MotoVoyager for advertising and marketing purposes. We accept a participant to notify MotoVoyager in written form that his/her face should not be seen, prior to the departure date.

20. If a participant is travelling solo and has not selected a single room upgrade, MotoVoyager will attempt to find a suitable roommate in order to share a double (2 single beds) room. This selection will be based on sex, language and age criteria. In the case where this proves impossible, a single occupancy supplement will be charged. Participants booking together (couples, friends, relatives etc), not requesting the single room supplement, will stay together.

21. If a participant has a complaint about the tour, in the first instance he/she must inform the tour leader so that remedial action can be taken if possible. In case of no satisfaction the participant should make a written complaint by letter or email ([info@motovoyager.gr](mailto:info@motovoyager.gr)) not later than 20 days after the tour finish day.

### **Acceptance of Trips Terms and Conditions**

I understand that I will be required to sign a Release and Waiver Form before I can participate in a MotoVoyager Tour. I have read and accepted these terms of conditions. I am aware that motorcycling can be dangerous. I am 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 am an experienced responsible and healthy motorcyclist with a valid motorcycle driver license. As a passenger I am aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this tour, including MotoVoyager, 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 of my participation in the tour which might result in injury, death or other damage to me, my property or my family heirs or assigns.

PARTICIPANT NAME:

PASSPORT NUMBER & NATIONALITY:

DATE:

SIGNATURE: