

TERMS & CONDITIONS

Adventure Rides Terms & Conditions - Please ensure that you, and any other individuals in your party if making payment on their behalf, read the following Terms & Conditions carefully before making any payment, as these form your contract with

PP Adventure Rides Private Limited,

1 1. Definitions

1.1. Adventure Rides ("the Company", "we", "us" and "our") accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to tour arrangements booked by the client with the Company and which the Company agrees to make, provide or perform (as applicable) as part of their contract with the client. All references in these conditions to "tour", "booking", "contract" or "arrangements" mean such tour arrangements unless otherwise stated. Please note, the information appearing on the Adventure Rides websites also forms part of your contract with the Company. References in these conditions may be to particular sections or general information on our website.

2. Your tour contract

2.1. The contract is between the Company and the client ("the client" and "you" in these conditions), being any person travelling or intending to travel on a tour organised by the Company including any person who is added or substituted after booking. We both agree that law of India (and no other) will apply to your contract and to any dispute, claim or other matter of any description, which arises between us (except as set out below). No employee of the Company other than a director has authority to vary or omit any of these terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

3. To secure your booking (Please refer to paragraph 17 "Late Bookings")

3.1. To secure a booking, the Company must receive payment of the minimum deposit of 50% of the selected tour, (and full payment if booking within 60 days of the start of your tour or at an earlier stage for some tours). A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking / prior to balance due date.

3.2. On occasions, full payment for a service may be required at the time of booking. The applicable deposit will be confirmed at the time of booking. All clients (including anyone who 2 is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or by any other means, will be deemed to have agreed to the following four conditions:

3.2.1. they have read and accepted our terms and conditions and general information pages contained on our website.

3.2.2. they appreciate and accept the inherent risks involved in participating in an on and off-road motorcycle adventure, 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 they 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.

3.2.3. they do not suffer from any pre-existing medical condition or disability which may prevent them from actively participating in the tour – if any person suffers from any medical condition or disability which will or may affect their tour arrangements, please contact us before making your booking as referred to in paragraph 9 below so that we can advise. 3.2.4. the person making the booking warrants that he/she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions.

3.3. A booking is accepted and becomes definite only from the date when the Company has received the booking deposit payment from the client or their authorised booking agent. It is at this point that a contract between the Company and the client comes into existence. For bookings made via our website, any acknowledgement of your booking request we send to you in the meantime is not a confirmation of your booking. Before your booking is confirmed and a contract comes into force, the Company

reserves the right to increase or decrease holiday prices. The Company or their agents reserve the right to decline any booking at their discretion.

3.4. If you book via our website, we will communicate with you by e-mail. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by email. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All e-mails should be sent to contact@adventurerides.travel All written correspondence is to be sent to : DE 153, Block DE, Tagore Garden, Tagore Garden Extension, New Delhi, Delhi 110027.

4. Payment for your tour

4.1. The balance of all monies due, including any surcharges applicable at that time, must be received by the Company or their authorised travel agent not later than 60 days before the start of your tour. For certain tours, full payment must be received at an earlier stage before the start of your tour. You will be advised at the time of booking when this is the case. In the case of non-payment of the balance by the due date, the Company reserves the right to treat your booking as cancelled and cancellation charges will apply.

4.2. Payment of the deposit and full amount can be made by electronic transfer into the Adventure Rides business account.

5. If you change your booking

5.1. An administration fee of 50€ (fifty euro) per booking plus any additional costs or charges incurred by us or incurred or imposed by any of our suppliers will be charged if a confirmed booking is changed or transferred to a different departure date or tour, up to 60 days prior to departure. Thereafter all changes will be treated as cancellations and subject to the charges below. Changes are subject to availability.

5.2. If a client is unable to travel, in circumstances which the Company considers reasonable, the booking or that client's place on the booking may be transferred to another suitable person (introduced by you). However the tour arrangements must remain the same as originally booked. If a transfer can be made, an administration charge of 50€ (fifty euro) per person transferring his/her place if the Company is advised up to your balance due date or 100€ (one hundred euro) per person if advised after your balance due date, together with any costs or charges incurred by us or incurred or imposed by any supplier(s) in making the transfer must be paid before the transfer can be made. Any overdue balance payment must also be received.

6. If you cancel your booking

6.1. Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written or verbal notification is received by the Company or their authorised travel agent as a percentage of the total tour price per person cancelling, excluding any amendment charges and insurance premiums. The cancellation charges shown below are those, which will apply to most tours. You will be advised at the time of booking if any of these cancellation charges differ in any way.

6.1.1. 90 and more days before tour start date – retention of deposit

6.1.2. 89-60 days before tour start date – retention of 50% of tour price

6.1.3. 59-45 days before tour start date – retention of 80% of tour price

6.1.4. 44-0 days before tour start date – retention of 100% tour price

6.2. It is strongly recommended that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of the insurance policy. All claims must be made direct to the insurance company. In the event of the cancellation of a booking where the client is liable to pay to the Company cancellation charges in excess of the amount already paid to the Company at the time of cancellation, the client cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking.

7. If you have a complaint

7.1. Should the client have a complaint about any of their tour arrangements, the client must tell the Company's representative at the time. It is only if the Company knows about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from the Company being extinguished or at least reduced. If the client's complaint cannot be resolved on tour they should notify the Company in writing within 28 days of their return from tour.

8. Passports, visas, documents and vaccinations

8.1. Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas, documents and vaccination certificates required for the whole of their journey and tour. Information about these matters or related items (climate, clothing, baggage, personal gear etc.) is given in good faith but without responsibility on the part of the Company. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other, financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

9. Travel and cancellation insurance

9.1. Travel Insurance, covering such as medical cost, recovery costs and medical repatriation costs is mandatory for all clients whilst on a tour organised by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. The Company does not arrange travel/cancellation insurance. Clients are responsible for ensuring that they have personal travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate and appropriate cover. Clients should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in their tour. Cover should specifically include riding a motorcycle of the specified engine size as outlined in the tour description, both on and off road. Clients should satisfy themselves that all travel insurance purchased meets their particular requirements and should arrange supplementary insurance if need be. Clients will be asked to provide the Company with their insurance details (insurance company name, policy number, policy wording and emergency contact phone numbers) no less than 60 days before the tour commencement date.

10. Tour participation and client responsibility

10.1. Clients agree to accept the authority and decisions of the Company's employees, tour leaders and agents whilst on tour with the Company. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), the health, level of fitness or conduct of a client at any time before or during a tour is endangering or appears likely to endanger the health or wellbeing of the client or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. Where a client is excluded, the Company will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

10.2. If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

11. If we change your tour

11.1. While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described in the tour brochure and/or on our website at any time before or after your booking is confirmed.

11.2. Most changes are minor. Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure.

11.3. A significant change is a change made before departure which we can reasonably expect to have a major effect on your tour. Significant changes are likely to include, change of departure date of tour, change to class of motorcycle used, and a major itinerary re-routing. Please note, changes of named accommodation we have booked are not significant changes unless otherwise expressly stated.

11.4. If advised of a significant change before departure the client will have the choice of accepting the changed arrangements (at additional cost if applicable), purchasing another available tour from the Company (paying or receiving a refund in respect of any difference in price) or cancelling the tour with a full refund of all monies paid to us. If we have to make a significant change before departure we will as a minimum, where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change is notified to you or your travel agent subject to the following exception. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances are likely to include those listed in paragraph 14 "Force Majeure". No compensation will be payable and the above options will not be available where a change is a minor one. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible connecting transport and other arrangements (such as pre or post tour accommodation) which can be cancelled or changed without charge, we cannot pay any cancellation, amendment or other charges you may incur in relation to any arrangements which you have to change or cancel as a result of any change to your tour.

11.5. Very rarely, we may be forced by "force majeure" (see paragraph 14) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

12. If we cancel your tour

12.1. The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 4 weeks before the start of the tour except for Force Majeure (see paragraph 14), or the client's failure to make all payments (including the final balance and any surcharge) when due. Please note, our tours require a minimum number of participants to enable us to operate them. If any tour does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 4 weeks before the start of your tour.

12.2. If we have to cancel, we will tell you as soon as possible. If there is time to do so before departure and the cancellation does not result from your failure to pay, we will offer you the choice of purchasing an alternative tour offered as a result of consolidation or other available tour from the Company (in either case, paying or receiving a refund in respect of any difference in price) or receiving a full refund of all monies paid to us. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us. Similarly, as you are advised only to book fully flexible transport (including flights) and other arrangements which can be cancelled or changed without charge, we

cannot pay any cancellation, amendment or other charges you may incur in relation to any transport or other arrangements which you have to change or cancel as a result of the cancellation of your tour.

12.3. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where;

12.3.1. we are forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (such circumstances are likely to include those listed in paragraph 14), or;

12.3.2. we have to cancel because the minimum number of participants necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

13. Event of Force Majeure

13.1. Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure".

13.2 Definition of Force Majeure In this Clause [14.1], "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

13.2.1 act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

13.2.2 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

13.2.3 rebellion, revolution, insurrection, or military or usurped power, or civil war;

13.2.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

13.2.5 riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or

13.2.6 acts or threats of terrorism.

14. Our responsibility for your tour

14.1. Bookings are accepted on the understanding that clients appreciate and accept the possible risks inherent in on and off-road motorcycling adventure travel and that they undertake the tours in our program at their own volition.

14.1.1. We promise to make sure that the tour arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

14.1.2. We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of the client(s) affected or any member(s) of their party, or; the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable, or; 'force majeure' as defined in paragraph 14 above, or threatened war, riot, civil strife, acts of terrorism.

14.1.3. We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. Any optional excursions or activities booked during your holiday do not form part

of our contract as these are all arranged for you directly by the suppliers concerned – please see paragraph 16 Optional excursions and activities below. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

14.1.4. The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your tour involves and may be lower than or different to those applicable in the Europe. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of India which would have applied had those services been provided in the India. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the tour in question.

14.1.5. As set out in these conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. We do not, however, limit or exclude our liability for death or personal injury caused by the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment).

14.1.6. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is 500 € (five hundred euro) per person affected unless a different limitation applies to your claim. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is the total price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim as stated below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to any international travel arrangements in question were that claim made against it. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money of which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question.

14.1.7. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description:

14.1.7.1. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or;

14.1.7.2. which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any expenses or losses incurred by or relating to any business including selfemployed loss of earnings.

14.1.8. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in paragraph 7. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

15. Optional excursions and activities

15.1. We and our tour leaders may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked

holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent of us and they may or may not have their own public liability insurance. They do not form any part of your contract with us even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way. Where a tour leader collects payment for or otherwise assists in booking any such activity or excursion for you, we and the tour leader act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in paragraph 15.1 (1) of our booking conditions will not apply to them.

15.2. We do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

16. Late bookings

16.1. We emphasise the importance of making a booking at the earliest opportunity, because of the small group nature of our tours.

16.2. For bookings received within 8 weeks of the start of your tour (or at an earlier stage for certain tours), we reserve the right to pass on any extra costs incurred (for example: increased hotel costs, flights, local transport etc.).

16.3. For bookings received within 8 weeks of your tour (or at an earlier stage for certain tours), the contract between the Company and the client comes into existence as soon as full payment has been received by the Company.

17. Website / Advertising material accuracy

17.1. The information contained on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

18. Data Protection Policy

18.1 For the purposes of the Data Protection Act 1998, we, Adventure Rides, are a data controller. In order to process your booking and trip note requests, provide your tour and to help us give you a more personal service, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, and special requirements such as those relating to any disability or medical condition which may affect the chosen tour arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements of this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

19. Consent to use image rights

20.1 The client understands that pictures taken during the Event are the property of Adventure Rides and may be used for advertisement and/or promotion of the tour or similar events in the future whether locally or elsewhere. The client hereby release Adventure Rides from any and all claims based

upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

20. Severability

20.1 Any of these terms and conditions which is or may become illegal, invalid or unenforceable in any jurisdiction shall, with respect to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability and shall be treated pro non scripto and severed from the balance of these terms and conditions without invalidating the remaining terms and conditions or affecting the validity or enforceability of any of these terms and conditions in any other jurisdiction.

21. Indemnity

21.1 The client shall fully indemnify, hold harmless and defend Adventure Rides and its directors, officers, employees, agents, stockholders and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to

21.1.1 any breach of any representation or warranty of Adventure Rides contained in this Agreement,
22.1.2 any breach or violation of any covenant or other obligation or duty of Adventure Rides under this Agreement or under applicable law, in each case whether or not caused by the negligence of Adventure Rides or any other Indemnified Party and whether or not the relevant claim has merit. Please ensure that you have read and understood all the information in our booking pack, and/or the website, regarding the style of our tours, and other travel information.

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