

TERMS AND CONDITIONS

NOTICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS SITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. BY ORDERING A SERVICE AND PARTICIPATING IN A TOUR WITH MOTO-TOUR.PL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND COMMIT THEMSELVES TO BEHAVE IN ACCORDANCE WITH RULES PRESENTED BELOW.

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Tour operator

The tour operator is MOTO-TOUR.PL, operating at the address: ul. Odkryta 67 E 51, 03-140 Warsaw, Poland. MOTO-TOUR.PL is registered at the register of official tour operators under position no. 150/10, lead by the Marshall of Podkarpackie Province with headquarter in Rzeszów, Poland.

Tour participant

Anyone, who books a trip with MOTO-TOUR.PL must be aged 18 years or more and must have independent legal capacity in his/her country of permanent inhabitanace. Such person is hereinafter called a PARTICIPANT.

Acceptance of Terms & Conditions

To book a tour, a participant picks one, out of the available offers. By ticking the checkbox "I accept Terms & Conditions" on the booking form, the participant accepts these Terms and Conditions as a binding contract between MOTO-TOUR.PL and the participant. MOTO-TOUR.PL cannot accept any tour participant without confirmation of acceptance of these Terms & Conditions. Please read the Terms and Conditions carefully.

While booking one of our trips, a participant needs to tick also "I accept On The Road rules" checkbox. That means, that the participant agrees to obey carefully all suggestions, given in the "On The Road" part of our website, available at: www.moto-tour.pl/index.php?menu=4.

Reservation and deposit

For the tour a booking deposit of approximately 20% of the full price is required at the time of booking. The exact amount of deposit is given with the individual offer. This

deposit secures a place on the tour. The balance is due 30 days before the tour starts. If the total balance is not received 30 days before tour starts, MOTO-TOUR.PL reserves the right to vacate the participant's place in the group. In such circumstances, there are following options:

- if, after vacating the participant's place on the tour, the tour is fully booked, MOTO-TOUR.PL charges the deposit as a booking fee,
- if, after vacating the participant's place on the tour, the tour is not fully booked, the participant may pay the difference to the total balance and take part in the trip he/she originally booked,

In case of occurring accidental circumstances that unable participant to take part in the trip, the deposit can be transferred onto another trip, but is limited to any trip taking place in the same calendar year. The possibility of transferring the deposit depends on successful negotiations between MOTO-TOUR.PL and accommodations providers. MOTO-TOUR.PL reserves the right to charge the deposit if accommodation providers do not agree to cancel reservations without charging an advance paid by MOTO-TOUR.PL.

Participants have the possibility to pay by credit card on-line using a secure website or to make a bank transfer into MOTO-TOUR.PL's account. All prices, payments and refunds are being processed in Euros.

MOTO-TOUR.PL stores participants' data in accordance with Polish law regulations (Ustawa o Ochronie Danych Osobowych, Dz. U. 1997 r. nr 133, poz. 883), concerning methods of personal data storage. A participant has the right to inspect his/her data, make changes or remove his/her personal data from MOTO-TOUR.PL's database.

Trip Booking

To book a trip, a participant creates a profile at www.moto-tour.pl. The list of data expected by MOTO-TOUR.PL is determined by activities connected with accommodation booking and issuing an insurance policy for the participant. The participant has to provide at least one ID number, due to insurance company expectations. The participant is to show this ID during the first meeting with the group leader, to prove his/her identity. The following data: first name and country of inhabitation are displayed for all visitors of the site. This data is shown to inform how many places are booked for an individual trip. The following data: family name, place of inhabitation, motorcycle, phone number, mobile phone number, e-mail address are decided by the participant, whether to show to other participants of the same trip, or not. This data, if stated so in the registration form by the participant, is shown only for other participants booking the very same trip. This is to let all participants contact each other before they meet a group leader in Poland.

MOTO-TOUR.PL provides services for participants who have at least 2 years experience in riding a motorcycle. A separate question about the length of motorcycle riding experience is provided in the registration form. Those, who state having motorcycle riding experience of less than 2 years, are asked to book a tour with MOTO-TOUR.PL after gaining at least 2 years of mentioned experience.

After booking a trip and paying the full price, or the deposit, a participant acquires the possibility to download a file for GPS Garmin systems, describing in detail the route of the trip. If a participant rebooks a trip, he/she is not allowed to download a route file for GPS systems, describing the route of the new trip, until the whole price for the trip is paid. A GPS track is only a helpful tool, participant should always follow a group leader.

Resignation and refunds

Resignations received more than 30 days prior to the date of tour start will be subject to an equivalence of deposit as a resignation fee. Resignations received less than 30 days prior to departure will be subject to the following forfeit of tour cost: from 29 to 15 days - 40 percent tour cost; within 15 days - 50 percent tour cost. No exception to this policy can be made for any reason. Trip cancellation insurance is strongly recommended.

Rebooking

Rebooking is possible according to rules described in "Reservation and deposit" section.

Tour cancellation

In this case, the customers will be notified forthwith. MOTO-TOUR.PL will offer to operate the tour if all customers agree to a supplemental charge due to the low number of tour members. If customers do not accept to pay the supplement, MOTO-TOUR.PL will refund their payment in full, which will constitute the full settlement. MOTO-TOUR.PL is not liable for any additional costs or losses incurred by the tour participant due to MOTO-TOUR.PL's cancellation of tour. This includes, but is not limited to, the cost of pre-paid tickets, hotel reservations and transportation costs. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience, except amount paid as an advance. MOTO-TOUR.PL is not required to make refunds once a tour commences, regardless of the reason for participant's being unable to complete his/her tour. If the customer does not comply with traffic laws or the requirements for group travel, described in "On The Road" section, the contract may be immediately and ultimately cancelled by MOTO-TOUR.PL.

Motorcycle

A participant uses his/her own motorcycle. Appropriate motorcycle insurance lies in the participant's hands. The participant states as being in full control of his/her

motorcycle. It is strongly recommended to have spare fuses and tire puncture sealing kit with oneself.

Motorcycle breakdown / rental motorcycle

Unfortunately, at times, certain unexpected and uncontrollable situations arise which result in a motorcycle breakdown. This includes, but is not limited to, mechanical failure, collision damage and theft. In case of motorcycle breakdown, MOTO-TOUR.PL and a group leader strive to help a participant to continue the trip, find accommodation close to the place of breakdown, find a motorcycle garage and mediate to wade through insurance formalities. MOTO-TOUR.PL is able to provide a rental motorcycle for a participant, whose motorcycle is damaged/broken down. The decision, whether to rent a motorcycle or not, lies completely in the participant's hands. The motorcycle to rent is a vehicle of engines capacity not less than 600 cm³, equipped with saddle bags. Operator states to deliver the rental motorcycle within 24 hours, from the moment of order, if the application happens from Monday until Friday. Operator states to deliver the rental motorcycle within 48 hours, from the moment of order, if the application happens on Saturday or Sunday. The price for delivering a rental motorcycle to the place of a breakdown is 300 EUR. The rental fee for a day of using the rental motorcycle is 120 EUR. A day of using a rental motorcycle is considered to be any time within 24 hours of a day, in which the rental motorcycle stays at a participant's disposal. If the delivery of a rental motorcycle takes place in the following day, after the day in which the participant's motorcycle breakdown happened and the participant decided to rent a motorcycle, the previous day of delivery is not considered as a renting period and arises no obligation to pay rental fee for this day. The rental motorcycle operator for MOTO-TOUR.PL's clients is the Free & Fun Ltd, Al. Krakowska 81, 05-090 Sękocin Nowy, Poland (www.3fun.pl), hereinafter OPERATOR.

Operator's employee responsible for logistics delivers the rental motorcycle to any place within Poland. Rental motorcycle cannot be used outside Poland. The participant, who ordered the substitute motorcycle, is obliged to pay a delivery fee to the Operator's employee at the time of hand-over of the motorcycle. The participant has the possibility to repair the broken motorcycle at MOTO-TOUR.PL's rental motorcycle operator, (Free & Fun Ltd.). Operator runs an authorised service for most popular makes of motorcycles. The cost and conditions of repair of the participant's motorcycle is an independent relation between the participant and the Operator. MOTO-TOUR.PL bear no responsibility for any effects of mentioned relation. Person authorised to act on behalf of the Operator, can have an individual, written authorization to collect payment for the repair on behalf of the Operator. The participant does not pay for delivering his/her broken motorcycle to the operator, or for returning it after repair, provided that transportation of participant's motorcycle is undertaken simultaneously with delivering / collecting rental motorcycle. If a participant decides to return rental motorcycle using Operator's logistics service, the cost of collecting rental motorcycle is 300 EUR. A participant is obliged to pay rental fee upon return of the rental motorcycle into hands of Operator's logistics employee. Rental fee equals the product of daily rate and number of days during which participant has been using a rental motorcycle. A participant, who asked to collect rental motorcycle, is obliged to pay a collecting fee to the logistics employee upon

return of the rental motorcycle. If a participant has no Euro currency in his/her possession, it is possible to pay equivalence in PLN (Polish zloty), calculated as a product of price in EUR and average exchange rate of the National Bank of Poland (www.nbp.gov.pl) on the day of delivery (delivery fee), collecting (collecting fee) or the last day of using the rental motorcycle (rental fee).

Price of tour includes

The items included in the tour price are listed in the description of each tour. The tour price includes accommodation, 24h assistance by a group leader and food of a limited range.

Price of tour does not include

All items not mentioned as included and all items of a personal nature.

Room allocation

MOTO-TOUR.PL attempts to allocate participants in double rooms. Specification of kinds of rooms offered are presented in each tour plan. A limited number of single rooms are usually available at extra cost, but availability cannot be guaranteed. In cases when single rooms are available, MOTO-TOUR.PL does not participate in negotiations between participants and accommodation provider and do not mediate in establishing of extra cost.

Baggage

A participant is to carry his/her baggage on their own motorcycle. MOTO-TOUR.PL assumes no responsibility for a participant's baggage loss or damage. Baggage insurance is recommended. It is suggested to have a top case empty for temporary helmet storage, as leaving helmets on handlebars is not customary in Poland.

Minimum tour participants

Up to 20 days prior to a tour start MOTO-TOUR.PL can cancel a tour if an insufficient number of tour participants have booked and fully paid by that time. The minimum number of participants (persons, not motorcycles) is 6. Maximum number of participants is 12.

Photo and video material

Photos and videos produced by MOTO-TOUR.PL or its group leaders on tour are the property of MOTO-TOUR.PL. The copyrights rest with MOTO-TOUR.PL. MOTO-TOUR.PL can use all such material for advertising and marketing purposes, including

images in which individual tour members can be recognized, without any charge from the tour member arising for MOTO-TOUR.PL for this use of material.

Passport, visa, driving and health regulations

The customer is responsible for complying with regulations concerning passport, visa, healthcare and traffic and all consequences resulting from non-compliance.

Responsibility

MOTO-TOUR.PL is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its brochure. MOTO-TOUR.PL carefully selects and constantly checks its contractors, such as hotels, restaurants and local tourist guides. MOTO-TOUR.PL is responsible for conscientious travel preparations. MOTO-TOUR.PL is not responsible or liable for any accidents. MOTO-TOUR.PL reserves the right without prior notice to withdraw any part or all of a tour, to make such changes as may be necessary by unexpected circumstances, and the extra cost, if applicable, resulting therefore, shall be paid by the customer. Furthermore, it is agreed and understood that the owners, operators and agents of this tour including MOTO-TOUR.PL are not the guardians of any customer's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or the client's participation 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. MOTO-TOUR.PL is not responsible or liable for a delay occurring from the operator's failure to deliver the rental motorcycle on time. The liability of MOTO-TOUR.PL as the tour operator is limited to a total of three times the tour price irrespective of the title/claim. MOTO-TOUR.PL is not responsible for any delays, changes in schedule or other conditions.

Alternations to tour schedule

Some tours operate in early spring or in autumn, where seasonal variances and/or weather conditions could cause changes in the tour routing or accommodation. The itinerary will be adjusted accordingly and alternate hotels, restaurants and roads which will be used.

Straggle from the group

A participant is not obliged to ride along with the rest of the group. A participant may straggle from the group at any time, provided that he/she express his/her will to a group leader in writing or orally in presence of a third party e.g. another participant of a trip. Participant willing to straggle from the group should do this at least 10 minutes before the group starts after pulling over or at least 10 minutes after the group ride away. A participant who wants to stop for taking a photo, should give a distinct signal to a group leader, a shepard or other tour participant about his/her intentions. A

group leader has no obligation to wait for participant who straggled from the group. A participant who straggled from the group should join the group or find the following way on his/her own.

Weather conditions

MOTO-TOUR.PL strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Many tours pass through areas where weather conditions can change very quickly and significantly. MOTO-TOUR.PL cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

Tour rates and rental rates

Fares quoted in the offer are those in effect at the time of publishing. If cost factors, including but not limited to hotels, meals, motorcycles, insurance, international currency fluctuations etc., dictate the need for fare increases, MOTO-TOUR.PL may do so at any time prior to 60 days before departure. Payments by credit card are accounted in PLN. There is set a fixed exchange rate for the whole calendar year at: 1EUR = 4PLN.

Release and waiver

Every participant of a tour conducted by MOTO-TOUR.PL accepts a release and waiver of rights quoted below. The acceptance of these is executed by ticking the appropriate check box on registration form. MOTO-TOUR.PL cannot accept any tour participant without a duly accepted release and waiver regulations. A copy of the release and waiver regulations is a part of an agreement between MOTO-TOUR.PL and a participant. By accepting a release and waiver form, the participant considers the statement below as his/her own commitment:

I waive any and all claims I may now and in the future have against, and release from all liability and agree not to sue MOTO-TOUR.PL as represented by its owners, employees, guides, instructors, leaders, agents or representatives (collectively the "Released Parties") for any personal injury, death and property damages, expenses or loss sustained by me as a result of my participation in the activities performed by MOTO-TOUR.PL due to any cause whatsoever, including the condition of the road where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Released Parties in connection with any of the matters covered by the foregoing release. I accept all the inherent risks of riding a motorcycle and the possibility of personal injury, death, property damage or loss resulting there from. I agree that I will be fully responsible for all costs and expenses which may be incurred in providing any special services to myself, outside of regular services agreed to or provided by the Released Parties in connection with the activities, and without limiting the generality of the foregoing, I agree to be responsible for and to pay for all and any costs of rescues, special travel, or other special outlay for myself personally, and to reimburse the Released Parties and its staff for

all costs of these services as may be incurred by them for my benefit or at my request. I acknowledge that the enjoyment of this activity is derived in part from travel by using a motorcycle and in group riding, twisty mountain roads riding, motorway riding, narrow roads riding, countryside riding, riding on roads with damaged surface, and that the inherent risks of these activities contribute to such enjoyment and excitement. In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by the Released Parties, including those in the travel prospectus or other brochures, to induce me to participate in the above activity. I confirm that I am the full age of majority, and that I have read and understand Terms and Conditions describing rules of participating in tours provided by MOTO-TOUR.PL prior to registering for a trip and agree that this Terms and Conditions will be binding upon me, my heirs, next of kin, executors, administrators and successors.

Verbal changes

Verbal changes of contract are invalid unless confirmed in writing by MOTO-TOUR.PL.

Printing errors and calculation mistakes

MOTO-TOUR.PL reserves the right to correct printing errors or calculation mistakes at any time.

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