

# **OFFROAD ORANGE LTD - RIDING TOURS**

## **TERMS AND CONDITIONS**

### **(1) DEFINITIONS**

- Offroad Orange - The UK Limited company Offroad Orange Ltd whose Registered Office is 16 Camp Hill Close, Dallamires Lane, Ripon, HG4 1QY. Company Registration number 09047433
- The Participant - You, any member of your party if you are booking as part of a group or the person attending the tour if the terms and conditions are being accepted by the participants legal guardian.
- Your party - Anybody who you are booking on the behalf of
- Agreement - This is the legally binding contract between you and the United Kingdom Limited company - Offroad Orange Ltd. This contract is formed and complies with the laws of England and Wales.

### **(2) TOUR AGREEMENT**

- a) The tour and rental agreement becomes effective and valid once your deposit has been paid and your booking confirmed by you receiving Offroad Orange Tour Invoice and you have agreed to accept these terms and conditions.
- b) This agreement is binding upon you, your party, the participant and Offroad Orange. You accept that you or the participant have had an opportunity to seek clarification from Offroad Orange on any of the points raised in these terms and conditions.

### **(3) THE SERVICE WE PROVIDE**

- a) The service provided and the limitations of this service are exclusively set out in the tour description which is detailed on your booking itinerary. All services that are not specifically listed as being included are not included in the tour price.
- b) Offroad Orange reserves the right to modify the tour, in particular the tour route or guide provided that this is necessary on grounds justified by Offroad Orange. Offroad Orange shall endeavor to maintain the tours characteristics and to provide an appropriate equivalent service;
- c) Offroad Orange provides a guided riding tour only. Offroad Orange **DO NOT** teach you how to ride off road/Enduro motorbikes. You **will need to** have a basic level of off-road riding ability. If you do not have sufficient ability to ride such motorbikes our guides will not permit you to undertake the tour. In these circumstances a refund will not be payable;
- d) Your care and wellbeing is our primary concern and we therefore strongly advise you to ensure that you purchase specific riding insurance to include medical cover and repatriation costs. You can obtain this insurance from a number of providers. We cannot recommend any provider but we are aware that Sports trip offer such a policy.

### **(4) REQUIREMENT FOR THE PARTICIPANT (YOU AND YOUR PARTY)**

- a) You or the participant must have a basic level of off-road riding ability to undertake one of Offroad Orange's tours;
- b) You must either:
- i. Hold a valid motorbike license at the time of the tour;

**OR**

- ii. Hold a full valid car driving license at the time of the tour, which you have held for 2 years; **AND**
- iii. You must be over the age of 21; **IN WHICH CASE**
- iv. You can ride one of our 125cc motorbikes if you also hold an up to date CBT certificate;

**OR**

- v. If you have booked the totally offroad tour you will be riding entirely off road and therefore you do not require a license but you must be over the age of 16. **AND**
  - vi. If you or the participant are under the age of 18 they must be accompanied on the tour by an adult legal guardian and **ONLY** this adult legal guardian can agree to these terms and conditions on the participants behalf;
- c) If you have booked any tour other than the totally offroad you must bring your driving/motorbike license with you (both the photocard and counterpart where applicable) as without this you will not be able to ride;
  - d) You must keep your driving/motorbike license and a photocopy of your passport with you at all times, including when you are riding, as this is a legal requirement in Spain;
  - e) The responsibility for your or the participants health and wellbeing is your or the participants own responsibility at all times;
  - f) You must notify Offroad Orange of any restrictions or endorsements on your or any participants license at the time of booking. If you are unable to take the tour as a result of not disclosing such restrictions or endorsements no refund will be payable;
  - g) If Offroad Oranges believe that you are intoxicated or under the influence of drugs you will not be permitted to ride;
  - h) The Spanish alcohol driving limit is very low and it is your or the participants responsibility to ensure that you/the participant are within the legal limits;
  - i) You will only be permitted to ride with the use of the following items of riding kit:
    - i. Helmet to ACU or DOT standard
    - ii. Offroad riding Boots
    - iii. Dedicated riding jersey
    - iv. Dedicated riding pants
    - v. Dedicated riding gloves
    - vi. Goggles
    - vii. Knee Guards
    - viii. Elbow Guards
    - ix. Body Armor
  - j) The items listed at paragraph 4 (i)(i - ix) above will be provided by Offroad Orange unless you or the participant elects to bring and wear your/their own riding kit. If you elect to use your own riding kit it must be of suitable quality and in working order. If your own kit is not sufficiently suitable you will not be allowed by Offroad Orange staff to use it and it will be insisted that you use Offroad Orange's equipment. Also if you or the participant wishes to use some items of your or the participant own kit only, the remaining mandatory items will be provided for use by Offroad Orange and you or the participant will only be able to take part in the tour if such items are used.
  - k) No responsibility will be accepted at any time by Offroad Orange for liabilities arising out of your failing to wear the mandatory protective clothing (as listed at paragraph 4(i)(i-ix) or failure or malfunction of your/the participants own kit;
  - l) You cannot take part in the tour on your own motorcycle;
  - m) It is the sole responsibility of you or the participant to determine whether your/their individual competence and abilities are sufficient to ride the specified route. Offroad Orange and the tour guides are under no obligation to determine or verify your competence and ability;

- n) These tours are neither competitions nor races and must not be ridden in such a way. If this situation arises the tour guide or a member of Offroad Orange's staff will advise you accordingly and you must stop such behaviour. If such behaviour persists Offroad Orange or its agents have the right to bring the tour to an immediate end;
- o) If you or the participant do not act in an appropriate manner as set out in the safety briefing including but not exhaustively by abusing the motorbikes, equipment, location or any of Offroad Oranges employees or agents or if Offroad Oranges instructions are not followed, the tour can be terminated immediately;
- p) If any tour is cancelled as a result of your failing to comply with these terms and conditions Offroad Orange will have no ongoing liability to you or the participant and any contractual relationship will immediately cease. Also Offroad Orange does not under any circumstances have an obligation or responsibility to you or to the participant for repatriation or to cover any other expenses incurred by you or the participant.
- q) You or the participant agree and accepts that Offroad Orange cannot accept any liability for the loss, damage or theft of your or the participants property during the tour despite every reasonable precaution being taken to avoid this situation;
- r) It is accepted that the motorbikes and riding kit will be subject to general wear and tear and minor damage all of which is covered by Offroad Orange. However if you or the participant intentionally causes damage to the motorcycles you or the participant may be liable for such damage;
- s) You or the participant must be in a general good state of health with no known ailments. If you have any concerns with regard to your health and your ability to take part in the tour you must consult your GP before making a booking.
- t) If requirements set out in these terms and conditions and specifically all conditions in clause 4 are not complied with or you are unwilling to comply with them and the tour does not proceed then in these circumstances a refund **WILL NOT BE PAYABLE**.

## **(5) Passport, customs, visa and Insurance**

- a. Including in the cost of the tour is third party insurance for on the road travel. A copy of our relevant insurance policy documents are available for inspection at the tour premises Alhaurin El Grande, Malaga, Spain
- b. **We advise you or the participant in the strongest terms that you should obtain your own specialist riding insurance which covers you for medical care and repatriation in the unfortunate event of you becoming injured whilst on a tour. Normal travel insurance will not cover you in this eventuality and therefore you will need specialist insurance.**
- c. You or the participant are also strongly advised to obtain additional travel insurance which provides adequate cancellation cover for you and the participant as this is not usually covered under your standard travel insurance.
- d. If you are a EU citizen you can also apply for a free EHIC card which provides a level of free health cover in Europe **HOWEVER THIS DOES NOT NEGATE THE NEED FOR TRAVEL INSURANCE AND SHOULD BE OBTAINED IN ADDITION TO YOUR TRAVEL INSURANCE** you will find the EHIC application form at [www.gov.uk/european-health-insurance-card](http://www.gov.uk/european-health-insurance-card)
- e. It is your or the participants obligation to ensure that the relevant visas/permits have been obtained prior to travel. If you or the participant are unable to attend the tour as a result of not having the appropriate permissions a refund will not be payable.

## **(6) Gift Certificates**

- a. All gift certificates must be authenticated by an Offroad Orange, numbered and stamped. If they are not they will not be valid
- b. Gift certificates are valid for 12 months from the date of issue

## **(7) Infringement of Traffic Regulations or the tour guides instructions**

- a) You or the participant agrees to be abide by all of the laws, bylaws, rules and regulations of Spain specifically but not exclusively in relation to health, traffic regulations, drugs, alcohol or any other such matter;
- b) You will be solely liable for any traffic offences/fines incurred by you for any breach of the laws of the local jurisdiction;
- c) If your or the participant's actions constitute a gross infringement of the tour guides instructions or of traffic regulations, Offroad Orange can cancel this contract and take possession of the motorcycle. In such a case, there will be no refund payable and no further assistance provided to you or the participant.

## **(8) Liability**

- a) You or the participants must attend a safety briefing before the tour commences. This briefing is for your safety. The briefing will cover the following areas:
  - i. The use of the motorcycle and its controls
  - ii. The equipment provided and its use
  - iii. The environment where you will be riding and things to consider and be aware of
  - iv. Local regulations
- b) Following this briefing you or the participant shall sign a personal declaration for the limitation of liability. You or the participant will also sign a register confirming that you attended the briefing and that you understood its content and the limitation of Offroad Orange liability.
- c) When registering online this limitation of liability is accepted by you, your group or the participant automatically.
- d) You or the participant are aware that Offroad Orange are obliged to stop you or the participant being able to take part in the tour if you or the participant refuses to accept the terms of limited liability and refuses to sign the disclaimer documentation/ liability waiver. In these circumstance no refund will be payable;
- e) **ANY MOTORSPORT IS DANGEROUS AND YOU PARTICIPATE AT YOUR OWN RISK. ANY RIDING TOUR HAS A NUMBER OF INHERENT DANGERS WHICH WILL BE POINTED OUT TO YOU PRIOR TO THE COMMENCEMENT OF THE TOUR. THESE INCLUDE ACCIDENT, INJURY OR IN THE MOST SERIOUS CASES DEATH. EACH PARTICIPANT TAKES PART ENTIRELY AT THEIR OWN RISK.**
- f) **OFFROAD ORANGE LTD (registered office 16 Camp Hill Close, Dallamires Lane, Ripon, HG4 1QY) ITS EMPLOYEES, REPRESENTATIVES, OFFICERS OR AGENTS CONDUCTING THEIR ROLE FOR OFFROAD ORANGE LTD WILL NOT BE LIABLE IN THE ABSENCE OF NEGLIGENCE BY OFFROAD ORANGE OR ITS STAFF FOR ANY ACCIDENT, INJURY, DAMAGE TO GOODS, LOSSES AS A RESULT OF ANY INJURY OR ACCIDENT, LOSS OR EARNINGS OR OTHER SUCH INCONVENIENCE CAUSED TO YOU OR THE PARTICIPANT .**

## **(9) Payment**

- a) If the tour is to take place in less than 8 weeks from the time of booking 100% of the fee is payable at the time of booking. Please see paragraph 10a(i) to 10a (iii) below for the cancellation and refund provisions;
- b) If the tour is due to take place in excess of 8 week after the time of booking;
  - i. a deposit of 25% is payable immediately and this is non-refundable;
  - ii. 8 weeks before the tour the balance of the fee is due in full - you will receive notification 7 days prior to your final payment being due;
- c) Payment can be made via our website, by cheque, by credit card over the telephone, by bank transfer or in cash;

- d) If you wish to pay by bank transfer you must contact us **PRIOR** to making a booking. If paying by this method the deposit payable must be made within 3 days of the booking being made and the final payment must be made on the date indicated on the booking confirmation. Any bank charges are to be borne in full by you or the participant

## **(10) Cancellation or transfer of the agreement by You or the Participant**

- a) You or the participant are entitled to withdraw from the agreement at any time. If the booking is cancelled the following cancellation fees will be charged instead of the tour price:
- i. 25% of the tour if the tour is cancelled any time from booking to 8 weeks before the tour commencement;
  - ii. 50% of the tour price if the tour is cancelled any time between 8 weeks and 4 weeks before the tour commencement;
  - iii. 85% of the tour price if the tour is cancelled any time between 4 weeks and the tour commencement date or for non-notified failure to participate;
- b) Notification of cancellation shall only be accepted by the following means:
- i. By letter sent by recorded mail to Offroad Oranges registered office (see 1 above);
  - ii. Email to [info@offroadorange.com](mailto:info@offroadorange.com);
- c) This cancellation will then be confirmed in writing by Offroad Orange by post or email within 7 days and the cancellation will be deemed to be accepted and effective from that date;
- d) The deadline set at paragraph 10a (i) - 10a (iii) above refer to receipt of notification to cancel by Offroad Orange;
- e) Offroad Orange is entitled to offset the cancellation fee against the deposit monies paid at the time of booking;
- f) Any remainder of the deposit monies held, after deduction of the cancellation fees, will be returned to the person who made the booking within 7 days of cancellation;
- g) You or the participant will not be reimbursed by Offroad Orange for any services which they obtained locally including but not exclusively flights and hotel accommodation;
- h) You or the participant is strongly advised to take out travel cancellation insurance;
- i) Offroad Orange agrees that you or the participant may transfer this contract to a third party however the following criteria must be met:
- i. The transfer must be agreed by Offroad Orange **PRIOR** approval and Offroad Orange has the right to refuse such a request if they deem it to be unreasonable;
  - ii. The proposed person to transfer the contract to must fulfill all of the prerequisites for participation as set out in these terms and conditions;
  - iii. The transferor and the new participant are jointly and severally liable for the unpaid fees as well as for any additional costs arising from the transfer;
  - iv. Any transfer is subject to the new participant providing valid credit card details.

## **(11) Cancellation by Offroad Orange**

- a) Offroad Orange reserves the right to postpone or cancel a tour at any time on the very rare occasion that unexpected and unavoidable circumstances arise;
- b) In such cases Offroad Orange will notify the participant promptly in writing, by letter or email;

- c) In the event of postponement or cancellation at the instigation on Offroad Orange the participant has the right to choose between full reimbursement of the deposit or sums paid OR to participate in a tour of equally value on an alternative date;
- d) Reasonable external services purchased prior to our sending a cancellation notice that are not services provided by Offroad Orange - will be reimbursed upon you providing independent evidence of those costs within 21 days of cancellation. These will be reimbursed within 28 days thereafter.

## **(12) Data Protection**

- a) You and the participant recognize that personal data has been given to us for the purposes of: making a reservation, obtaining ancillary services, developing and providing services and making available such data to government agencies, in connection with your tour. For these purposes you authorize us to retain and use such data and to transmit it to our own offices, government agencies or the providers of the above mentioned services. Your personal data will not be used for marketing activities without your prior permission.
- b) You or the participant agree that any photographs, images or videos made of you whilst at Offroad Orange or on one of our tours can be used by us either on our website or in any other promotional material.

## **(13) Charges**

- a) Charges are quoted and payable in Great British pounds Stirling however they will be invoices in Euros and will have Spanish IVA included. The exchange rate will be updated and calculated at the time of booking
- b). Offroad Orange guarantees the currency exchange rate at the time of booking. This exchange rate will not change.
- c). A surcharge of £30.00 per day will be payable for a one to one tour.

## **(14) Inefficacy**

- a) The inefficiency of any individual term or condition contained herein shall not result in the inefficiency or validity of the remaining provisions contained within and any such invalid or ineffective clause shall be severable.

## **(15) Applicable Law**

The Law of England and Wales is applicable and all parties agree to be bound by the laws of England and Wales and any dispute will be settled under these laws.

- I confirm that I have read the terms and conditions and I understand them and I agree to be bound by them
- I am over 18 years old and I accept these terms and conditions on my own behalf, on behalf of my group for whom I am making this booking or as a legal guardian for someone under the age of 18.
- I have been advised by Offroad Orange that I need to obtain travel, specialized riding, repatriation and cancellation insurance and I understand that if the tour does not proceed for any reason that Offroad Orange have no obligation to reimburse any expenses which I have incurred save in relation to clause 11 above.
- I am booking a tour for a number of people and I have given each person a copy of these terms and conditions and they agree to be bound by them. They understand that a copy of the terms will be provided to each person before the tour for their acceptance. Without acceptance they will not be able to take part in the tour.
- I have read and understand that I need to obtain riding and repatriation insurance and that it is my responsibility to ensure that I am comprehensively insured

