



London - Timbuktu

Terms & Conditions

1 Definitions

- 1.1 **Applicant** means the person who applies on the application form to join the Journey as a Rider
- 1.2 **Rider** means the Applicant who has been accepted on the Journey
- 1.3 **Journey** is the supported tour run by the Organiser
- 1.4 **Organiser** is Moto Challenge Ltd
- 1.5 **Contract** is the binding agreement between Applicant and Organiser
- 1.6 **Deposit** is the initial amount paid by the Applicant to the Organiser
- 1.7 **Monies** for the avoidance of doubt refers only to what is paid for and what is offered by the Organiser and does not include miscellaneous expenditure such as taxi's, entrance fees, flights to Southern Europe and other small costs not directly related to the Journey

2 Contract

- 2.1 Once the applicant has submitted the application form it is understood that this constitutes an acceptance of the terms and conditions laid down by the organisation.
- 2.2 The acceptance of the deposit binds the organiser to the applicant only after a meeting with the applicant has been completed.

3 Acceptance

- The Organiser will decide whether to accept an Applicant and may expel in its absolute discretion that Applicant should they be accepted for any reason whatsoever but more specifically if they fail to comply to the following:
- 3.1 to pay the full fee
 - 3.2 to follow the guidance and instructions of the Organiser
 - 3.3 to comply with necessary visa requirements for countries the Journey passes through
 - 3.4 having failed to notify the Organiser in advance of any such problems.
 - 3.5 to take out medical insurance and show proof of such.

4 Organiser Discretion

- 4.1 The Applicant who becomes a Rider of the Journey understands that the Organiser's main concern is the safety of anyone on the Journey and changes to publicised itineraries or any of the arrangements and services offered can be made in the absolute discretion of the Organiser.
- 4.2 Any route ridden outside of the itinerary as agreed each day will be undertaken at the Rider's own risk.

5 Agreement

- The Rider agrees with the Organiser the following:
- 5.1 to maintain 3rd party motorcycle insurance cover for the duration of the Journey
 - 5.2 acceptance of the Applicant is at the Organiser's discretion
 - 5.3 acceptance of the Organiser's right to offer a full refund or the deposit once the Applicant becomes an accepted Rider of the Journey without reservation for any reason of non-acceptance.
 - 5.4 that the Applicant or Rider acknowledges that motorcycling is an inherently dangerous activity and that some countries the Journey is passing through may develop instable political conditions which may relate to terrorism and changes commensurate to this risk will be undertaken, if need be on a day to day basis.
 - 5.5 the understanding that some of the areas will have poor road conditions and animals on the highway and, if due to rare and unforeseen circumstances some night riding is necessary, the Rider is sufficiently experienced to deal with this at no liability to the Organiser

6 English Law

- 6.1 The law of England applies to this contract and all parties must submit to the sole jurisdiction of the English courts.

7 Rider Withdrawal

- 7.1 The Rider may leave the Journey at any time but no fees will be reimbursed. The motorcycle will be repatriated at the cost of the Organiser but the costs of repatriation of the Rider will be born by him/herself.
- 7.2 Anyone wishing to ride home must indicate in writing to the Organiser that they understand the risks of returning alone

8 Termination of Contract

- The Organiser may terminate the contract with the Applicant or Rider if:
- 8.1 Payments are not paid promptly
 - 8.2 Information required by the Organiser is not given as requested
 - 8.3 The Organiser deems an Applicant or Rider is no longer suitable to start or be on the Journey (this will include disruptive or difficult behaviour which might unset the morale of other Riders and so potentially put the lives of him/herself and other Riders at risk)

9 Filming and Publications

- 9.1 The Applicant and Rider consents to being recorded on film and allows him/herself to be included in any publication of the Journey should this happen.