



Event terms and conditions

Dear guests,

This translation is provided as a service only. Merely the German version is legally binding.

THESE EVENT TERMS AND CONDITIONS ARE VALID FOR OUR MOTORBIKE/ENDURO AND 4x4 TOURS

1. Travel Services, Registration

The extent of the contractual services regarding motorcycle-/enduro- and 4x4-tours and trainings, is described on the corresponding pages of this catalogue/website. Gravel Travel Motorbike Adventures CC Namibia does not owe any further services. With the registration in writing or online the tour participant offers the binding conclusion of a contract to Gravel Travel Motorbike Adventures CC Namibia. The participant booking in his own name also effects booking for all participants listed in the booking form. The participant booking the tour will be responsible for all participants' contractual commitments as well as for his own, as far as he agreed to a corresponding liability by an explicit and separate declaration. Conclusion of the contract is effected with receipt of Gravel Travel Motorbike Adventures CC Namibia's written affirmation of your registration. Should the affirmation's content differ from that of the registration form, a new offer on the part of Gravel Travel Motorbike Adventures CC Namibia is present, binding for Gravel Travel Motorbike Adventures CC Namibia for the period of 10 days. Conclusion of the contract based on this new offer will be effected when the participant declares his acceptance towards Gravel Travel Motorbike Adventures CC Namibia within the binding period.

2. Price, method of payment, maturity, travel documents

Without paying the total balance the participant cannot claim the provision of services on the part of Gravel Travel Motorbike Adventures CC Namibia. After conclusion of the travel contract is effected, the participant will receive the affirmation of reservation as well as a travel insurance policy in accordance with § 651 k chapter 3 BGB (German Civil Code). At that time a booking deposit of 20 % of the tour price is due for every tour participant. The remaining travel price is due 26 days prior to tour start. If booking is effected less than 26 days before the tour starts, the whole balance has to be paid forthwith on receipt of the travel insurance policy. Travelling documents will

be forwarded or handed out after receipt of payment. Should payment be effected only a short time prior to tour start, the customer – in case he is responsible for this delayed receipt of payment – will have to bear extra costs regarding an express delivery of the travel documents. Gravel Travel Motorbike Adventures CC Namibia may request the remaining tour price from the participant, excluding the deposit of 20 % before the tour starts, if it is able to guarantee the reimbursement of the already paid tour price as well as necessary expenditures for his return journey in case of a loss of travel services as a result of the tour operator's insolvency or bankruptcy. Gravel Travel Motorbike Adventures CC Namibia has insured this risk of insolvency at the "tourVers Touristik-Versicherungs-Service GmbH" (hereinafter "tourVers") accordingly. The travel insurance policy attests the customer's direct claim against tourVers in case of the operator's insolvency or bankruptcy. Gravel Travel Motorbike Adventures CC Namibia is entitled to finally deny services and claim compensation for non-performance of the travel contract from the tour participant in case the tour participant is in default with payment of the tour price and in case Gravel Travel Motorbike Adventures CC Namibia beforehand threatened refusal of performance in writing with granting an adequate respite according to legal regulations. Please find the tour price in our individual tour descriptions.

3. Minimum participants

We reserve the right to cancel a tour up to 28 days prior to tour start if the minimum number of participants stated in the individual tour description has not been reached by this date. In this case the participant will be refunded payments he has already made.

4. Alterations to described arrangements, price increases

Alterations or variations of dates or individual tour services of the originally agreed tour contract that were not brought about in breach of good faith are only permitted if they are not considerable and do not affect the entire booked journey. These alterations or variations do not happen against good faith. Possible warranty claims are not affected as far as the altered services are deficient. Gravel Travel Motorbike Adventures CC Namibia is entitled to increase the tour price in case the following price components increase or redevelop because of circumstances taking place after conclusion of contract, which were not to be foreseen and for which Gravel Travel Motorbike Adventures CC Namibia is not responsible: foreign exchange rates concerning the journey in question; transport rates and costs; official charges; taxes or other official duties including airport and security fees. However, the price increase is solely



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allowed if a period of more than 4 months lies between conclusion of contract and tour start. Should this be the case, the customer will be informed forthwith, at the latest however three weeks before commencement of travel. Increases in price after that point are not allowed. Should the tour price increase by more than 5 %, the customer is entitled to withdraw from the tour free of charge. The tour participant can demand to participate in a tour of the same value if Gravel Travel Motorbike Adventures CC Namibia is able to offer such from its range without additional costs. As soon as Gravel Travel Motorbike Adventures CC Namibia announces price increases or tour alterations, the tour participant has to claim these rights for withdrawal against Gravel Travel Motorbike Adventures CC Namibia forthwith. In the tour participant's interest and for reasons of argument it is recommended to put forward the assertion in writing.

5. Withdrawal, substitutes, re-booking, no-show and non-utilisation of services

The tour participant may withdraw from the journey at any time prior to tour start. Up to tour start he also has the right that a third person join in the tour instead of him. Gravel Travel Motorbike Adventures CC Namibia may object to the participation of a third person if this third person does not satisfy the special travel requirements or statutory provisions of the destination country, or if official orders stand in the way of this person's participation. In case a third person enters into the contract, the participant and the third person are joint and several debtors regarding tour price and incurring extra costs. Calculation of all time limits is based on the date of Gravel Travel Motorbike Adventures CC Namibia's receipt of customer's notice of withdrawal. This is also true for withdrawal by telephone. In case of the participant's withdrawal Gravel Travel Motorbike Adventures CC Namibia is entitled to charge the following payments:

For the tours Namibia, South Africa, Windhoek-Kapstadt: up to 60 days prior to event start 20 % of participation price, up to 28 days prior to event start 25 % of participation price up to 15 days prior to event start 50 % of participation price from 14 days prior to event start 90 % of participation price on the day of the event or if not showing for the event 95 % of participation price.

These payments are to be seen as a general compensation, as far as Gravel Travel Motorbike Adventures CC Namibia does not prove that its claim for the remaining reimbursement after deducting the saved expenses would be higher in its amount. The participant's right to prove to Gravel Travel Motorbike Adventures CC Namibia

that the incurred damage was minor or there was no damage at all is not affected. Gravel Travel Motorbike Adventures CC Namibia retains its full claim for payment if the participant does not show or shows too late for the event start or departure, if he cancels at the day of tour start or for reasons Gravel Travel Motorbike Adventures CC Namibia is not responsible for, or if the participant has to be excluded from setting out on the journey or its continuation. Extra costs that possibly arise for Gravel Travel Motorbike Adventures CC Namibia for services to take the tour participant to his destination or to take him further are to be borne by the tour participant. Payments will only be refunded if not utilised services are reimbursed to Gravel Travel Motorbike Adventures CC Namibia on the part of the service provider. Should the participant wish a change in booking after the above-mentioned time limits this can only be done – as far as it will be possible at all – by withdrawal from the travel contract and re-registration. This is not valid for re-booking requests causing only marginal costs.

6. Delay, exceptional circumstances

In case a tour will be considerably hindered, endangered or diminished by force majeure not to be foreseen at conclusion of contract, Gravel Travel Motorbike Adventures CC Namibia as well as the participant may cancel the contract. In case of contract cancellation Gravel Travel Motorbike Adventures CC Namibia may demand an adequate compensation for travel services already provided or for services that have to be provided in order to complete the tour. In these cases Gravel Travel Motorbike Adventures CC Namibia is obliged to take all necessary measures in order to bring back the traveller, particularly if transport is included in the contract. Additional costs for the bringing back are to be borne one half each by the parties to the contract. Any other additional costs are to be taken over by the tour participant.

7. Documents, passport, foreign currency, customs and health regulations

Gravel Travel Motorbike Adventures CC Namibia informs the tour participant about passport, visa, customs and health regulations of the holiday destination. The participant is obliged to reveal peculiarities regarding his own person and those of his fellow passengers being important in connection with these regulations. Every participant is responsible on his own to comply with the above-mentioned important regulations in the countries visited by him. The tour participant is responsible for all disadvantages arising out of non-compliance with



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these regulations, unless they are due to culpable misinformation or non-information on the part of Gravel Travel Motorbike Adventures CC Namibia.

8. Warranty, duty to cooperate, demand for legal redress

Notwithstanding diminution or cancellation, the participant is entitled to claim damages because of non-performance, unless the deficiency of the tour is due to circumstances Gravel Travel Motorbike Adventures CC Namibia is not responsible for. In case of possibly arising failures of performance the participant is obliged to do everything reasonable to contribute to the repair of this failure and to reduce possible damages to a minimum. All complaints have to be brought to the appropriate tour guide's notice forthwith. In case a tour guide is not available, complaints immediately and directly have to be brought to Gravel Travel Motorbike Adventures CC Namibia's notice. Prior to cancellation (§ 651e BGB = German Civil Code) Gravel Travel Motorbike Adventures CC Namibia has to be granted an adequate time limit to resolve this matter, unless legal redress is impossible or is refused by Gravel Travel Motorbike Adventures CC Namibia or the immediate cancellation of the contract is justified by a particular interest on the part of the customer. The customer has to raise claims for diminution and damages against Gravel Travel Motorbike Adventures CC Namibia according to § 651g I BGB within a period of one month after completion of the tour, as provided in the contract. Claims according to § 823 ff. BGB (German Civil Code) shall remain unaffected. After expiration of this time limit the tour participant is entitled to raise claims only in case he has been unable to meet the deadline through no fault of his own. Claims will become statute-barred after 2 years according to § 651g II BGB. Statutory limitation begins with the date on which the tour should end according to the contract. If the customer raised claims, limitation is suspended up to that day on which Gravel Travel Motorbike Adventures CC Namibia rejects the claims in writing.

9. Assurances of participant

The participant assures to hold a valid driving licence, provided that the event does not take place on a private race track. He participates in the event with his motorcycle (except tours with rental motorbikes) which has to be road-legal and in a safe driving order. The regulations of StVO (German Road Traffic Regulations) and StVZO (German Road Traffic Licensing Regulations) – or the road traffic regulations of the respective holiday destination – are valid as well as the legal regulations regarding

liability and vehicle insurances. Gravel Travel Motorbike Adventures CC Namibia has not taken out an additional insurance. The participant assures to participate in the event only with orderly motorcycle safety gear (helmet, outer clothing, gloves, boots). Recommendations and minimum requirements as to protective clothing are included in the travel documents or can be requested.

10. Observance of instructions

If a participant violates safety regulations or if other participants or the proper completion of the event are endangered, injured or damaged, the representatives of Gravel Travel Motorbike Adventures CC Namibia are entitled to exclude the participant from the rest of the event without any reimbursement of his registration fees or incurred expenses.

11. Tour guides (instructors)

The tour guides (instructors) are not entitled to make any legally binding declarations on behalf of Gravel Travel Motorbike Adventures CC Namibia. Furthermore, they are not allowed to hand out vehicles or pieces of equipment belonging to or being entrusted to Gravel Travel Motorbike Adventures CC Namibia.

12. Liability

The participant has to adhere to the road traffic regulations in the respective destinations and to adapt his riding style, especially his riding speed, to the conditions of the routes, the group and the traffic on his own responsibility. He is explicitly advised that he assumes the civil and penal liability for his riding behaviour and accidents and/or damages arising out of it and against other participants or other third parties. With his signature the participant declares to have taken note of this liability notice and to have taken out adequate insurance himself. This does not affect Gravel Travel Motorbike Adventures CC Namibia's and its employees' liability for intentional and grossly negligent breaches of duty and their liability for bodily harm caused by negligent or intentional breach of duty. Liability for damages to the tour participant due to contractual claims except physical injury is limited to a total of three times the tour price, as far as a) the participant's damage was neither effected by gross negligence nor intentionally or b) Gravel Travel Motorbike Adventures CC Namibia is held liable for a tour participant's damage solely caused by a service provider's fault. Gravel Travel Motorbike Adventures CC Namibia is not liable for defaults in connection with services only arranged or recommended as external services (sports



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events, helicopter flights, visits to theatres, expositions etc.) if these services have been expressly characterised as external services in the tour descriptions and booking affirmation, stating the arranged contractual partner, so that they can be recognised as not being components of the travel services of Gravel Travel Motorbike Adventures CC Namibia. If international agreements or legal regulations due to these agreements are applicable to the services that have to be performed by a service provider allow a claim for damage against the service provider only under certain assumptions or limitations or even exclude it, claims for damages against Gravel Travel Motorbike Adventures CC Namibia are limited or excluded, too. In case Gravel Travel Motorbike Adventures CC Namibia acts as contractual air carrier, liability is due to the regulations of the air traffic law in connection with the international conventions of Warsaw, The Hague, Guadalajara or the Montreal Convention (valid only for flights to the USA and Canada). The Warsaw Convention normally limits the liability of the air carrier for death or personal injury as well as for the loss or damage of baggage. As far as Gravel Travel Motorbike Adventures CC Namibia acts as a service provider in other cases, the liabilities are subject to the legal regulations regarding these other cases.

13. Hired vehicles

When utilising a hired vehicle during rider trainings or tours the participant is liable for any damages to the vehicle caused by himself or an authorised rider (also destruction, loss or confiscation) from the moment of receiving the vehicle until the moment of returning it.

14. Travel insurance, accident and breakdown cover for motorcycle

Please note that the travel price does not include a travel cancellation expenses insurance or curtailment insurance. Furthermore, it is advisable to take out an accident and breakdown cover and when travelling abroad a travel health insurance that also includes medical repatriation.

15. Information regarding address utilisation

According to the regulations of the German BDSG (Bundesdatenschutzgesetz; German Data Protection Act) we reserve the right to use your postal address for sending you interesting offers by us and selected business partners. Insofar as you have explicitly agreed, we will also use your phone number or e-mail address for your business information by us and companies known by name.

Objection is always possible at:

Gravel Travel Motorbike Adventures CC Namibia
Head office Germany
Velgen Nr. 27
D-29582 Hanstedt
Germany

THESE EVENT TERMS AND CONDITIONS ARE VALID FOR ALL PERFECTION TRAININGS, RIDER TRAININGS, ENDURO COURSES AND WEEKENDS

1. Philosophy

The purpose of the trainings is not the attainment of highest speeds. The training's intentions are the improvement of riding skills, riding techniques and realistic self-assessment. Division into groups will be done according to your self-assessment given in your registration form. According to our many years' experience "underchallenging" as well as "over-challenging" prove to hinder the learning success. Therefore and in the interest of all participants we will alternate the division into groups after the first training hours, if it is necessary. StVO (German Road Traffic Regulations) and StVZO (German Road Traffic Licensing Regulations) will be valid throughout training on the public roads and adjacent training sites. The purpose of the Enduro weekends is also the improvement of riding skills. Insurance coverage (liability, comprehensive insurance) may become invalid if you ride on sealed-off routes.

2. Services, registration

See Travelling Terms and Conditions no. 1, with the following exceptions: If the training date in the programme is not confirmed yet, the registration is only tentative. As soon as the dates are confirmed, the organiser will let the registered person know in writing or via e-mail. The person registered is able to refrain from registering within 14 days after the announcement of the dates. The person registering is advised of that together with the information regarding the dates. The registration becomes binding after this deadline has expired.

3. Price, method of payment, maturity

Without paying the total balance of participation the participant cannot claim the provision of course and/or training services by Gravel Travel Motorbike Adventures CC Namibia. With the receipt of the booking affirmation a booking deposit of 20% of the participation price is



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due. The remaining price for participation is due 26 days prior to event start at the latest. Please find the price for participation in our individual event descriptions.

4. Minimum participants

We reserve the right to cancel an event up to 28 days prior to event start if the minimum number of participants stated in the individual training description has not been reached by this date. In this case the participant will be refunded payments he has already made.

5. Alterations of described arrangements, price increases

Alterations or variations of dates or individual services from the originally agreed content of the contract are only permitted if they are not considerable and do not affect the entire booked event. These alterations or variations do not happen against good faith. Possible warranty claims are not affected as far as the altered services are deficient.

6. Withdrawal, substitutes, re-booking, no-show and non-utilisation of service

All of the Travelling Terms and Conditions mentioned under no. 5. are valid with the following variation: If the participant does not show on the day of the event or if he cancels the event on the day of the event, 100 % of the booking amount are payable. The participant's right to prove to Gravel Travel Motorbike Adventures CC Namibia that the incurred damage was minor or there was no damage at all is not affected.

7. Warranty, duty to cooperate, demand for legal redress

See Travelling Terms and Conditions no. 8.

8. Assurances of participant

See Travelling Terms and Conditions no. 9. Deviating from that, motorcycles that are not road-legal may also participate in Enduro trainings on private race tracks (please refer to the individual detailed description).

9. Observance of instructions

It is agreed and understood that the participant observe the instructions and codes of behaviour valid for the route in question. Further details see Travelling Terms and Conditions no. 10.

3. Waiver of liability: Regardless of the assurances made at the time of registration an additional waiver of liability has to be signed for all trainings that are no package tours prior to event start. You will find the content of this waiver of liability at the end of these event terms and conditions.

10. Utilisation of hired vehicles

See Travelling Terms and Conditions no 13.

11. Insurances

No further insurance in favour of the training and course participants is provided by Gravel Travel Motorbike Adventures CC Namibia.

12. Information regarding address utilisation

See Travelling Terms and Conditions no. 15.

ORGANISER:

Gravel Travel Motorbike Adventures CC Namibia

Owner/Managing director: Ralf Moeglich

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as of 30th July 2016

1. Instructors: see Travelling Terms and Conditions no.11.

2. Liability: see Travelling Terms and Conditions no. 12.