



## **Terms & Conditions**

Please take a few minutes to read our terms and conditions below. These will help answer quite a few of your questions and also plan your vacation with indiMotard adventures. We ask that you understand that motorcycle touring in India is an activity involving risk. That you accept the full control of your motorcycle whilst on Tour with indiMotard adventures. You understand that indiMotard adventures will not be responsible or liable for any accident, illness, injury or death, however incurred, whilst on the tour and that you have taken out the necessary insurance to cover these eventualities.

### **RESERVATIONS & PAYMENT**

When you make a booking you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist upon our accepting any monies from you towards the booking, or upon the issue of our Confirmation/Invoice, whichever is earlier. To make your reservation you need to pay 100% of your tour package amount along with your reservations/booking form. You can book and pay for your tour online or by e-mail. Payment can also be made by wire transfer or bankers cheque if you are paying in INR (Indian Rupees) (instructions will be mailed to you on submitting your reservation form). Your tour booking without payment will not be confirmed. After a tour booking is received and accepted by us, a reservation is binding. Tour features are described separately depending upon tour package selection. All rates are per person, twin share accommodation with other riders.

### **PRICES**

Prices are fixed at the time of booking and will generally not be subject to surcharges. The only exception to this is an increase in costs arising as a result of any Government action, including but not limited to new or increased taxes such as Service Tax, VAT. Even in this case we will absorb an amount equivalent to 2% of the holiday price, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, but when a surcharge is payable an administration charge of 100INR (Indian Rupees) per person together with an amount to cover travel agent's commission (if applicable) will be added. If this means you have to pay more than 10% of the tour price, you will be entitled to cancel your holiday with a full refund of all monies paid, except for any insurance premiums and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within fourteen(14) days from the date we advise you or your travel agent of the amount due. We reserve the right to change our prices at any time before you book, including any special offers we may from time to time have, which may or may not be the same as set out in our publicity material.

### **CANCELLATION AND CHANGES MADE BY YOU**

Our policies regarding tour cancellations are highlighted below. If you wish to change your plans in any way and we can accept the change, a charge of 500INR per person per amendment will apply, provided your instructions in writing are received two months (60 days) or more prior to departure of the tour. The following schedule reflects the refund on cancellation:



## **CANCELLATION SCHEDULE REFUND %**

**Booking fee : INR25000/- (Twenty Five Thousand only)**

**Two months or more from start date of tour : 100% Refund**

**One month or more : 50% Refund**

**Less than 1 month : 10% Refund**

**14 days or less or “no show” : No Refund**

You can provide a substitute person in place of you without any charges on same package. If a tour is unable to proceed for reasons beyond our control, such as riots, floods, earthquakes, volcanic eruption, strikes, traffic jam etc then 50% of refund before 30 days, if tour starts then no refund.

## **MOTORCYCLES**

All motorcycles are insured for third party liability only. No other insurance covers are applied on rental motorcycles. Rider is only allowed to use these motorcycles as road bikes only, no off road or motor sports are acceptable. Rider of the bike under any influence of alcohol or drugs will be prohibited and illegal in India. Rider will be totally liable of any damage, accident or mishap during use of bike.

## **MOTORCYCLE RIDERS AND PASSENGERS**

Should be at least 20 years of age, possess a valid unrestricted motorcycle International driving permit and have at least 2 years experience. Rider or pillion rider should not expect to learn to ride a motorcycle while on tour. We recommend you bring your own personal riding gears. The wearing of a motorcycle helmet is mandatory in India.

Rider and passenger must be aware of traffic, road, weather, and other condition. Both rider and passenger understand and fully accept that risk and are solely responsible for keeping their motorcycle under control, selecting an appropriate speed. As a rider you are solely responsible for your choice of riding style and speed whether accompanied by a guide or riding solo. Riders and passengers, their heirs, successors and assignees agree to release, indemnify and hold indiMotard adventures, its agents, contractors and employees harmless from any and all liabilities or claims directly or indirectly related to participation on a tour or motorcycle rental.

The staff and management of indiMotard adventures take all practicable steps to identify and minimize potential dangers, however you must follow our instructions at all times. You must release or indemnify indiMotard adventures and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions or the failure of any person accompanying you under the age of 18 to follow our instructions.

## **RESPONSIBILITIES AND LIABILITY**



We are responsible for providing and arranging the services listed in our tour itineraries and descriptions. We are responsible for conscientious travel preparations, and we review our accommodation providers, restaurants and contractors, on a continuous basis. We reserve the right to modify any part of a tour in the interests of improvement or to adapt to other situations as they arise. We will not be held responsible or liable for expenses incurred as a result of delays in flights or missed connections. We will not be held responsible or liable for any delays or any changes in the schedule in response to unplanned events. We will not be held responsible or liable for any accidents and/or bodily injury or death, resulting from the use of a motorcycle, and riders and passengers indemnify all such claims against us, and our employees. We are not responsible for any act of god, strikes, theft or other conditions beyond our control. We are not responsible or liable for any property lost or damaged while using a rental motorcycle.

### **OTHER ARRANGEMENTS**

If you leave or fail to complete a tour for any reason you must make your own arrangements for transportation, lodging, and motorcycle return to the rental center, etc., at your own expense, unless prior arrangements with us have been made. Any recovery or salvage expenses for returning the motorcycle to our Bangalore center will be on charged to the client's account or deducted from the security deposit. Any request made by you for change or modifications to your itinerary, route change, accommodation changes, will incur additional charge and will need to be paid by you. Speeding tickets, parking offences, speed camera fines etc incurred by the rider will be paid at spot directly to concerned authorities and will not be adjusted to security.

### **OMISSIONS & CORRECTIONS**

We reserve the right to correct printing errors or omissions at any time. Unaffected portions continue to remain valid and do not affect this agreement as a whole. Invalidation of individual items in this agreement does not lead to the invalidation of the entire agreement.

### **UNUSED SERVICES**

No refund will be due to you in respect of non-utilization of any part of the travel arrangements made for you.

### **INSURANCE**

We cannot stress enough the importance of taking out adequate holiday insurance against cancellation charges, unexpected curtailment of your holiday, medical expenses arising overseas, loss or damage to luggage and personal liability claims against you. Should you elect not to effect suitable travel insurance cover despite this advice, then you undertake on behalf of yourselves and all members of your party to indemnify both ourselves and our overseas agents and representatives (as applicable) for any costs that arise which would otherwise have been met had such insurance cover been taken out.

### **COMPLAINTS**

We do our very best to ensure your travel arrangements go according to plan. However, if you have a complaint arising from what we have agreed to provide for you, please let us know at the earliest opportunity, if necessary by calling our office from wherever you may be. If a problem arises during your holiday, it is important you contact us (Anand & Prashant) who will endeavor to put things right. If your



complaint cannot be resolved locally you should advise us within 30 days of the incident, in writing, giving your original booking reference number and all other relevant information.

### **VERBAL ARRANGEMENTS**

That attempt to change these terms and conditions only become valid when confirmed in writing by us. These terms and conditions constitute the entire agreement between you and our selves. There are no others conditions, representations or guarantees other than those made here. Note that the submission of a rental, tour booking form constitutes an acceptance of the above terms & conditions.