

OVERLAND EXPLORE VIETNAM - RAMS Adventures Terms and Conditions

THESE TERMS AND CONDITIONS TOGETHER WITH THE ACKNOWLEDGEMENT ARE AGREED BY RETURN OF YOUR COMPLETED BOOKING FORM WHICH ACTS AS A CONTRACT WITH RAMS ADVENTURES LTD. YOU, THE PARTICIPANT, MUST COMPLY WITH ALL THAT YOU AGREE TO IN THE ACKNOWLEDGEMENT AND TERMS AND CONDITIONS.

THIS DOCUMENT HAS A CONTRACTUAL EFFECT.

By the start of the expedition you will hold a full motorcycle or car driving licence valid for you to take part in the trip and you will provide proof of this to RAMS Adventures. The licence is in your name and all documents, including the driving licence, are valid and have not been tampered with in any way. If any documents prove to be false, you accept this liability. You will carry the original documents, passport, driving licence with you at all times during the trip.

RAMS Adventures insist that suitable travel insurance is obtained by the participant prior to the event as this should provide cover against cancellation charges, unexpected curtailment of the trip, medical expenses arising overseas, loss or damage to luggage, cover you for riding a motorcycle of your chosen capacity and personal liability claims. You understand that whilst RAMS Adventures will require proof of valid travel insurance, it is your responsibility to ensure you have suitable cover. You will carry the original of the insurance document with you at all times during the trip. You also understand that all costs paid by the RAMS Adventures during and whilst under medical care should be reimbursed before returning home.

By the start of the trip you will be 18 or older and have a current passport, valid for at least six months after the end of the trip and valid visa documents if required.

Any costs associated with the repair of my motorcycle due to rider error or careless riding will be covered by the rider. You will ride responsibly at all times and accept that you are responsible for your own safety. You are aware that riding motorcycles in remote places is dangerous and unpredictable. You understand that any accidents that you are involved in are to be resolved by you, RAMS Adventures, your insurance provider and the third party only. RAMS Adventures will insure you against third party incidents and all costs associated with a third party.

You do not suffer from any drug or alcohol related dependency. You are aware that it is illegal to ride under the influence of alcohol or drugs and that if caught you could face criminal charges. You will not be affected by alcohol or drugs during the riding days. You also understand that any accident you are involved with your insurance provider may want to take a sample of blood to perform toxology test and check for alcohol and drug use. You acknowledge that if the organisers believe you to be incapable of riding (for any reason) they can remove you from the tour until RAMS Adventures decide you are fit to take part.

If you make changes to the itinerary before, during or after the trip you alone will be liable for anything resulting therefrom. This includes going off route where you will be without support of the team members or medics. You accept that RAMS Adventures will be within their rights to exclude you from the trip at any time, although full reasons will be given to you should this occur. You are aware that the motorcycles are the property of RAMS Adventures and are on short term loan to you for the period of the tour only.

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If you are refused passage/or entry/or exit to or from your chosen country, any additional costs incurred will be your own responsibility.

You agree that all transfers to and from the proposed UK airport and ongoing travel arrangements following the tour will be at your own expense unless otherwise stated.

You understand that bed, breakfast, lunch and dinner will be supplied by RAMS Adventures but that all other expenses (including, flights, drinks, phone calls) will be your own responsibility and will have to be paid for at the time of any such purchase.

You understand that you will be required to share rooms with other participants, unless stated.

You are aware that you will be responsible for filling up my motorcycle with petrol and that this should be done each day as part of the tour. You accept that any damage or breakages caused by you during your stay in hotels or at other accommodation during the trip will be your responsibility.

You will heed the advice of RAMS Adventures about the riding conditions, including that given during the introduction speeches. You will take proper care to ensure your safety and will not put any third party at risk by reckless or dangerous riding.

You are aware that you must bring items marked 'essential' on the **KIT LIST** and use them at all times when riding the tour.

You acknowledge that there are risks involved in any adventure travel activity, including, but not limited to the dangers of travelling in mountainous terrain, high altitude, forces of nature, civil unrest, terrorism, travel by aircraft, truck, bus, jeep, car, motorcycle, bicycle, watercraft or any other means of transportation, accident or illness in remote areas without means for rapid evacuation or medical facilities.

You will provide a letter from your doctor confirming that you can safely participate in the tour should RAMS Adventures request it at any time.

You acknowledge that whilst you are participating on the trip you will be an ambassador for RAMS Adventures and will behave accordingly at all times.

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1. REGISTRATION

Following your registration, acceptance of our standard Terms & Conditions and our receipt of your registration fee, RAMS Adventures have confirmed your place on the event.

2. PAYMENTS

The registration fee of **£250.00** which is fully refundable up to twenty weeks before the start of the trip, unless you have a written agreement from RAMS Adventures. We require full payments eight weeks prior to the start of the tour outlined in the information pack and also on the invoice sent by RAMS Adventures.

3. FINANCIAL SECURITY

RAMS Adventures Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with " The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with **RAMS Adventures Ltd** are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of **RAMS Adventures Ltd**. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

Claims

In the unlikely event of Insolvency, you must Inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk . Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

We have taken out and will maintain insurance cover as required under the 1992 Package Travel Regulations in respect of the refund of monies paid to us by your participation and the repatriation in the event of our insolvency. Our customers book with confidence. RAMS Adventures has Liability Insurance, which includes public and professional liability.

4. CANCELLATION BY PARTICIPANT

If you are prevented from participating in the event for any reason we require written confirmation of your intention to withdraw from the trip.

Cancellation charges:

If cancellation occurs more than twenty weeks before the start of the trip – deposit will be refunded. If cancellation occurs between twenty and ten weeks before the start of the trip – no deposit will be refunded. If cancellation occurs less than ten weeks before the start of the trip – no deposit refund and potential cost of booking should be taken into consideration.

You have the option to transfer to the following years trip. This transfer option can only be utilised once. The cancellation charges detailed above will apply, however the registration fee will not be forfeited. Any costs which have been incurred will be deducted from the amount transferred to the subsequent event. If you fail to take up your place on the following years event, your initial registration fee will be forfeited.

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If there is a price change for the subsequent years event, you will be required to pay this new price to participate. You will also be required to complete new Acknowledgement and Conditions forms for the event. We require written notice of cancellation or transfer of participation. Your place on the event will not be cancelled or transferred until this written confirmation is received and the organisers will not be responsible for any further costs which may be incurred if such written confirmation is delayed. Irrecoverable costs can vary considerably depending upon the remaining time before the scheduled departure date. Such costs may include any charges incurred by us or imposed by any of our suppliers. These costs will be confirmed to you following our receipt of your written confirmation of cancellation or transfer of participation. The late cancellation charge is £500.00.

5. ATOL PROTECTION

Any flights arranged through RAMS Adventures will be via an independent Travel Agent covered by ATOL.

6. INSURANCE

Adequate travel insurance is essential. You will be responsible for your own travel insurance which must cover motorcycle touring for machines up to 650cc in a foreign country. The organisers strongly recommend that suitable travel insurance is obtained by the participant as soon as possible after signing up for the event as this should provide cover against cancellation charges, unexpected curtailment of the trip, medical expenses arising overseas, loss or damage to luggage and personal liability claims. Proof of travel insurance will be requested. You are not required to provide insurance cover for the motorcycle itself in that third-party cover will be provided by us but should damage occur to your machine through rider error you will be liable for the cost of repair. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We recommend Overland Magazine travel insurance as underwritten by Travel Insurance Facilities Plc as it covers on and off-road motorcycle use, but other travel insurance is available.

7. OTHER CHANGES AND CANCELLATION

We reserve the right to make changes to or correct errors in published materials and other details (before and after registration) and even to cancel confirmed places. If RAMS Adventures have to make a significant change, we will tell you as soon as possible and, if there is time to do so before departure, we will offer you the choice of accepting the changed arrangements or cancelling. But compensation will not be payable and no liability will be accepted by us where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Further, no compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these conditions entitling us to cancel or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of registration or which we can fairly be expected to know, we could not reasonably expect to have a significant effect on the tour.

8. FORCE MAJEURE

RAMS Adventures are not be liable to you if the performance of our obligations or those of any supplier is prevented or affected by you or if you otherwise suffer any damage or loss as a result of "force majeure", which means any event which we or the supplier of the relevant service(s) could not, even with all due care, foresee or avoid. Such events

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include war or threat of war, riot, civil strike, actual, threatened or suspected terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and any similar events outside our control.

9. OUR LIABILITY TO YOU

RAMS Adventures will make sure that the arrangements we have agreed to make or provide as part of our contract with you are made or provided with reasonable skill and care. This means that, subject to these conditions, we will accept responsibility if, for example, the arrangements are deficient as a result of such failure by ourselves, our employees, agents or suppliers. It will be your responsibility to show that reasonable skill and care has not been used if you make a claim against us. Also, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the relevant time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

For all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is the amount paid by you to us in respect of the rally. We will not be responsible for any injury, illness, death, loss (eg loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any act and/or omission of the person affected or the act and/or omission of a third party which were unforeseeable or unavoidable or "force majeure" as defined above. We do not accept responsibility for any services which do not form part of our contract with you, such as additional service or facility which any supplier agrees to provide for you if the service or facilities are not advertised in our publicity materials and we have not specifically agreed to arrange them.

10. COMPLAINTS AND PROBLEMS

If you have any reason to complain or experience any problems, you must immediately inform our representative (if there is one) and the supplier of the relevant service(s). Any verbal notification must be put in writing and given to our representative (if there is one) and the supplier as soon as possible. If you remain dissatisfied, you should contact us at the earliest opportunity. Until we know about a problem or complaint, we or the supplier cannot begin to resolve it. If your complaint or problem is not resolved to your satisfaction you must write to us within 28 days of your return to the UK (or your country of residence) giving your booking reference and full details.

11. BEHAVIOUR

You will be responsible for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time direct to the third party. If you fail to do so, you will be responsible for meeting any claim subsequently made against us (together with our own and the other party's full legal costs) as a result of your acts or omissions. If in our reasonable opinion or in the reasonable opinion of any supplier, you cause or are likely to cause danger, upset or distress to any third party or damage to property, we and/or the supplier concerned are entitled without prior notice, to terminate the arrangements made for you. We will then have no further responsibility towards you including as to return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

12. SPECIAL REQUESTS

If you have any special request, you must advise us in writing when you apply to participate in a tour. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we cannot guarantee any request will be met and failure to meet any special request will not be a breach of contract on our part. Confirmation that a

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special request has been noted or passed on to the supplier or inclusion of the special request in your confirmation or any other documentation is not a promise that the request will be met. We cannot accept any conditional bookings and all bookings will be treated as “standard” bookings subject to these provisions as to special requests.

13. MEDICAL PROBLEMS

If you have any medical problem or disability which may affect you, you must tell us in writing when you apply (or on it arising if later) so that we can advise as to the suitability of the rally. If we or the supplier of the service in question reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline the application or, if full details are not given at the time of registration, cancel when we become aware of these details.

14. PUBLISHED INFORMATION

The information contained in our publicity materials is correct to the best of our knowledge at the time of publishing. Please note that the published information may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of such information at the time of printing, errors do occasionally occur. You must therefore ensure you check all details with us before you apply. We may provide you with information (in our publicity materials and/or when you are on the rally) about activities and excursions which are available. They do not form any part of your contract with us even where we suggest particular suppliers and/or assist you in booking such activities or excursions. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 9 of these Conditions will not apply to them save that we do not exclude liability for any negligence of ourselves or our employees resulting in your death or personal injury.

15. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

A full 10 year passport is required for all British citizens, which may take up to 12 weeks to obtain. All passports must be valid for at least six months after the date of return. Requirements may change and you must check the up to date position in good time before departure. Information on health is contained in the Department of Health leaflet T7 (Advice for Travellers) available from your local Department of Health office and most Post Offices. UK citizens require a tourist visa to travel to Cambodia and India but not Vietnam (if staying less than 15 days and holding a UK Passport). It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

16. FLIGHTS

Any flight timings provided are for general guidance only and are subject to change. Flight times may change, in which case we will let you know as soon as possible. We cannot always confirm the airline, aircraft type and airport of destination which will be used in connection with your arrangements. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change the arrangements made.

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17. ENGLISH LAW AND JURISDICTION

The contract between RAMS Adventures and you any dispute in relation to a tour will be governed by English law and be subject to the exclusive jurisdiction of the English courts.

18. PHOTOGRAPHS

Any photographs, images or pictures taken during the rally and given to RAMS Adventures could possibly be used in their marketing leaflets or website therefore RAMS Adventures have full ownership of any images. We will ensure that permission is granted prior to their use.