

TERMS AND CONDITIONS

for Motorcycle Use and Tour Participation

Please take the time to read our Terms and Conditions carefully as they explain your contract with Tibetmoto Tours LTD (hereafter called Tibetmoto in this document). The contract is valid once you have paid your deposit or the full tour price (depending on when the booking is made relative to the departure date) and we have issued a written confirmation invoice by email.

Flexible Booking & Money Back Guarantee

1. Flexible Booking:

If you change your mind after booking for whatever reason 6 months prior to the start of your tour, just let us know and you get your deposit back. If you cancel for a reason that is insured by your travel cancellation insurance (such as unemployment or illness) we would ask if you would first make a claim through your insurance provider. This helps us a lot, but if that is not possible we will refund your deposit in full. Alternatively, you can transfer your tour deposit to any other tour from our program free of charge.

2. Money Back Guarantee:

If we need to cancel a tour, due to Covid-19 or any other reason, you get your money back in full. Alternatively, you can transfer your booking to any other tour from our program free of charge.

1. Booking and payment

1.1. To book one of our services, please complete the online contact form and/or fill our the tour registration you receive from us by email. We will confirm your booking as soon as we have received your advance payment. The advance payment is 500 EUR per person for all fixed departure tours and 20 percent of the tour price for all private tours and Overland tours, deposited to our bank account:

Account holder name: TIBETMOTO TOURS LTD.

Address: 8, 1st Apriliou, Aristo Center, Block B, Off. 203, 8011 Pafos, Paphos, Cyprus

Bank: Bank of Cyprus Ltd.

IBAN: CY95 0020 0195 0000 3570 3333 0923

Swift: BCYPCY2N

BIC: BCYPCY2NXXX

Bank Address: Sistassinios St Ayia Paraskevi Strovolos Nicosia - Cyprus

1.2. Payment can be made by bank wire transfer to our Chinese or European Union business bank account. If you want to make payment by PayPal additional fees may arise.

1.3. By making the booking, you confirm that you have the authority to obligate all members of your party to these terms and conditions. In all cases (except a booking made 30 days or less before departure date) a deposit will be required to secure a booking. The balance payment shall be paid 60 days prior to the departure date, and the balance due date will be written on the confirmation invoice. If the balance payment is not received by the due date, we reserve the right to cancel your booking, and your deposit will be forfeited. Any booking made less than 30 days prior to departure will require full payment at the time of booking.

2. Goods and Services Provided and Changes to Goods and services

2.1. The goods and services delivered are described in the detailed tour programme and the conditions are described in the booking confirmation.

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2.2. The travel packages offered are individual or group travel packages. There are risks and uncertainties connected with the offered packages which can force Tibetmoto to change routes, schedules and the goods and services provided. Therefore, Tibetmoto reserves the right to change the itinerary and services provided when the reasons for doing so are justifiable, substantial and/or represent unforeseeable circumstances.

2.3. Changes or deviations in individual travel services from the agreed content of the travel contract that must be made after entering into the agreement, and which are not the result of bad faith by Tibetmoto, including but not limited to natural catastrophes (force majeure) and changes in laws and regulations in the destination country, are only permitted provided that these are essential. Tibetmoto is obliged to inform the customer about the service changes or deviations immediately.

3. Booking, Customer cancellation, new booking, substitution of persons (group travel)

3.1. The traveller can cancel at any time prior to departure. However, Tibetmoto must receive the cancellation prior to the time of departure for it to be valid. The cancellation notification must be made in writing.

3.2. If the traveller, without valid cancellation, does not begin the trip or withdraws during the trip, Tibetmoto is entitled to compensation for the arranged services and its expenses. When calculating the compensation, the amount of the compensation, savings and possible repurposing of arranged services must be taken into consideration. Tibetmoto can estimate this claim for compensation, taking into account the number of days that the traveller has not taken part in the trip; however, it remains the traveller's legal responsibility to provide proof, if he contests Tibetmoto's estimate, that the contested expenses have not been paid or were of a lesser amount.

3.3. For all trips: The participant may cancel the trip free of charge or transfer the deposit amount to another trip from our program (if available) up to 6 months before the start of the trip.

3.3.1 For all regular trips: The cancellation fee is the deposit amount of the trip 6 months to 42 days before the start of the trip. The cancellation fee is 50% of the trip price 42 days to 14 days before the start of the trip. In case of cancellation, the full trip price is due 13 days before the start of the trip or later.

3.3.2 For overland trips and private trips: The cancellation fee is the deposit amount of the trip 6 months to 84 days before the start of the trip. The cancellation fee is 50% of the trip price 84 days to 42 days before the start of the trip. In case of cancellation, the full trip price is due 42 days before the start of the trip or later.

3.3.4 If the organizer has to cancel a trip due to Covid-19 or for any other reason, a full refund of all amounts paid by the participant will be made. Alternatively, the booking and all amounts paid can be transferred to any other trip from the program without additional cost (if available).

3.4. For changes (to travel dates, destinations, modes of transport, departure times, destinations or accommodations), performed at the request of the customer after entering into the travel contract and received earlier than 70 days before departure by Tibetmoto, a rebooking fee of 50 Euros will be charged. This clause does not apply to overland travel using vehicles with foreign registration.

3.5. If the requested booking changes make it necessary for any travel arrangements to be changed or if a change request is received by Tibetmoto after 70 days before the departure date, then its fulfillment – if at all possible – will only be possible after the traveller withdraws from the travel contract conditions identified under 5.2., and then by entering into a new contract with Tibetmoto by the traveller. This does not apply to changes in the travel package that do not cause significant extra expense (this is solely at the discretion of Tibetmoto).

3.6. Until the start of the journey, the traveller may request that a third party substitute for him and assume his rights and obligations under the travel contract. Tibetmoto may refuse the substitution if there are important reasons to do so, e.g., if the substituted person cannot fulfil the demands of the travel for health reasons, or if there are official requirements that the substitute does not fulfil. If a third party enters into the contract, he and the original party to the travel contract will assume as co-debtors all liabilities to Tibetmoto for the price of the trip and any and all extra expenses caused by the third party substituting in the contract.

3.6. Please note that no scheduling changes can be made to our regular trips with fixed departure dates.

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4. Unused capacity (Refund of unused services)

4.1. If the traveller, because of early departure or another pressing reason, does not use all of the goods and services foreseen in the contract, he will, in this case, have no claim for a partial refund of the tour price. Tibetmoto will, however, attempt to get reimbursement from suppliers for expenses saved. This obligation will not apply in the case of minor services or if a refund is contrary to legal or official regulations. Tibetmoto recommends that the traveller purchase travel cancellation insurance.

5. Cancellation by Tibetmoto

Tibetmoto can cancel the contract before or after the departure date in the following circumstances:

5.1. Without notice:

Tibetmoto may terminate the contract after departure if the participant disrupts the trip in any way, including but not limited to refusing to follow the instructions of Tibetmoto's personnel, despite a warning from a representative of Tibetmoto, or violates the contract to such an extent that immediate termination of the contract is justified before departure. In this case, Tibetmoto will not refund the tour price. Tibetmoto must, however, calculate the value of any saved expenses and any benefit which may accrue to Tibetmoto through alternative utilisation of the unused benefits, including those reimbursed by service providers because of one less person taking part in the trip. The calculated savings must be refunded to the customer.

5.2. Up to 4 weeks before departure:

Tibetmoto can unilaterally terminate the travel contract if the number of participants foreseen in the tour description is not reached. The termination will take place according to the following conditions of the travel contract as specified: Tibetmoto must inform the traveller about the termination of the tour without delay as soon as it becomes clear that the tour must be cancelled because of lack of a sufficient number of participants. Cancellation by Tibetmoto later than four weeks prior to departure is not permitted. The traveller has the right, in the case of cancellation, to demand participation in a new tour, the price of which is at least equal to the price of the cancelled tour, when it is possible to offer the traveller such a tour from Tibetmoto's tour catalogue. The traveller shall inform Tibetmoto of his desire for such a substitute trip immediately after the cancellation by Tibetmoto. If the customer does order a substitute journey as described above, Tibetmoto shall refund to him the monies already paid to Tibetmoto for the original tour.

6. Price changes

6.1. Occasionally, prices change due to increases in taxes, transportation and accommodation costs, exchange rates, etc. In exceptional circumstances, Tibetmoto reserves the right to increase the price of a trip accordingly but only up to a surcharge of 5% of the original price.

7. Travel Delays

7.1. Delays in flights and other means of transportation can sometimes occur. Tibetmoto cannot accept responsibility for such events and will not refund expenses incurred on that account for meals, overnight accommodations or any other costs caused by such delays.

8. Our Responsibility

8.1. Tibetmoto endeavours only to make arrangements with reputable suppliers and accepts responsibility for ensuring that the trip arrangements we provide have been professionally sourced. Tibetmoto will take all reasonable precautions to minimise any risk to the traveller from the services and excursions provided. However, there are services and excursions on Tibetmoto's trips which have an inherent element of danger that comes from travel in remote areas. Tibetmoto and its suppliers cannot guarantee your safety 100% and do not accept, directly or indirectly, liability for any injury, illness, death, loss, damage, delay, expense or claim of any description.

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9. Vehicle Liability Issues

9.1. Tibetmoto will provide a technically flawless vehicle for all self-drive tours. All our vehicles are fully insured and meet all requirements of the Chinese vehicle laws and regulations. In the unlikely event that our vehicles do not function properly during the tour, we will do our best to repair the malfunction as soon as possible, or, failing that, to provide you with a replacement vehicle.

9.2. You are fully liable for compensation for damages caused by your own actions, including, but not limited to, falling, crashing, or violating traffic rules. If any damage is caused by third parties, they will be held liable for it by Tibetmoto.

9.3. Before handing the vehicle over, we will collect a Vehicle Damage Deposit of EUR 500 – EUR 1500 (depending on the vehicle). The deposit will be fully returned at the end of the tour if the vehicle is undamaged. The cost of any damage for which you are responsible will be deducted from the deposit upon receipt of a repair invoice from a qualified vehicle repair shop.

9.4. Tibetmoto shall refund the deposit to the traveller on the last day of the trip, or, at the latest, seven days after the end of the trip. The deposit will be refunded in full unless the traveller has been responsible for damage to the vehicle.

9.5. By booking the trip, you guarantee that you have a valid driver's licence in your home country for the vehicle you intend to drive in China. If this requirement is not fulfilled, we reserve the right to cancel the contract.

10. Overland travel liabilities (travelling with your own foreign-registered vehicle through China)

10.1. When travelling through China with your own foreign-registered vehicle with foreign tags, Tibetmoto can terminate the contract if the traveller does not supply the documents requested by Tibetmoto at the latest by 70 days before the start of the trip. In this case, Tibetmoto will deduct any incurred expenses from the deposit refund. Tibetmoto shall supply the traveller with a list of the required documents after the booking has taken place.

10.2. If the traveller travels into China with his own vehicle and is part of a group travelling into China with multiple vehicles, the traveller shall be aware that he has entered China with his vehicle as part of a group. The fact of entering with a group means that all official transit papers will mention the size of the group and the descriptions of all vehicles in the group. It follows from this that any crossing of the borders of China with your own vehicle must take place in the company of the rest of the group with whom you first entered China. For example, it is possible that a part of the group, for some reason, cannot make it to the border in time to enter China. The Chinese border authorities will, in such a case, not allow you to enter the country alone with your vehicle because you are registered as being part of a group. In this case, we reserve the right to cancel the contract.

10.3. If the traveller does not arrive at the border at the pre-arranged time, additional costs for transit papers and other documents can accrue, including but not limited to expenses for extra time used by the guide and extra expenses for changes in the documents. There will be, in any case, a minimum charge of EUR 100 for the delayed vehicle.

10.4. If a group with multiple vehicles is entering China and only one vehicle is delayed; and, therefore, the entire group is prevented from entering China as planned, the party of the delayed vehicle shall cover all the extra accrued expenses for all of the parties in the group.

10.5. It is a condition of participation in a Tibetmoto tour that travellers who wish to enter China with a foreign registered vehicle on a Tibetmoto tour shall not be travelling on a diplomatic or journalist visa. Possession of such a visa is sufficient cause for the automatic cancellation of all agreements/contracts between the traveller and Tibetmoto.

11. The traveller's duty to cooperate

11.1. The traveller is, in the event of difficulties or disturbances during the trip, obligated to undertake any reasonable actions to alleviate the problem and to prevent or reduce any damages.

11.2. The traveller is especially obligated to report any problems to Tibetmoto's travel guide or the local agency and to ask for help in resolving the problem. Any claims by the traveller for compensation will be invalid if the traveller does not perform the obligatory communication of damages to Tibetmoto or its agents.

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12. Passport, visa, customs, currency and health regulations

12.1. Tibetmoto will inform the travellers about passport, visa and health regulations as well as any possible changes prior to departure.

12.2. In the case where the traveller has requested that Tibetmoto obtain the visas, Tibetmoto is not liable for the timely issue and receipt of necessary visas from the relevant diplomatic institutions unless Tibetmoto is responsible for the delay.

12.3. The traveller is responsible for complying with all rules and regulations that are important for the completion of the trip. All expenses, especially but not limited to the payment of cancellation fees which arise from non-compliance with these requirements, will be the responsibility of the traveller unless they are caused by culpable conduct by Tibetmoto, e.g. false or lacking information.

12.4. The cost of visas, vaccinations, etc., is, unless otherwise agreed, not included in the trip package price.

12.5. You and your party must have a comprehensive travel insurance policy to cover you before, during and after your trip. This policy must include emergency evacuations, repatriation, hospitalisations, medical claims, trip cancellations, loss of baggage, etc. and it must cover all of your scheduled activities on the trip itself.

13. Cancellation of the contract due to exceptional circumstances

13.1. If the trip cannot be wholly or partially carried out due to unforeseen force majeure circumstances taking place before the start of the trip (civil unrest, war, strikes, natural disasters, changes in the official approvals situation, etc.), both Tibetmoto and the traveller may cancel the contract. If the contract is terminated, Tibetmoto may demand reasonable compensation for the services already rendered or for completion of the journey that remains.

13.2. Also, Tibetmoto is especially obligated, in cases where the contract includes round trip travel, to arrange for the traveller's return trip. Extra costs for return transport are to be borne by the parties in the proportion of one-half each. Apart from this, extra costs are borne by the traveller.

14. Requirements for Participation

14.1. Participants must hold a motorcycle license for at least two years.

14.2. The national and international motorcycle license must be carried.

14.3. Completion of foreign health insurance including medical repatriation valid for the tour period.

14.4. The participant is obligated to wear motorcycle protective clothing including a helmet.

14.5. Chinese visa (for tours in China/Tibet)

14.6. Passport with a validity of at least 6 months

14.7. Other documents may be requested, depending on the tour or destination.

15. Travel Cancellation Insurance

A travel cancellation insurance policy should be taken out simultaneously with the booking at an insurance company. A travel cancellation insurance covers the costs of cancelling a trip by the participant, such as cancellation fees, if any of the events that the insurance has listed as a reason for cancellation in its insurance conditions have occurred. Insured reasons include unemployment and illness or accidents that prevent the participant from participating in the trip.

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16. Twin room bookings („twin sharing“)

If a twin room is booked for 2 people without an existing roommate, we will assign a roommate if possible. If we are unable to allocate a roommate up to 42 days before the start of the trip, the twin room booking will be converted into a single room booking. In this case, Classic Bike Adventure bears 50% of the single room supplement, the participant only has to bear the remaining 50% for the single room.

17. Theft

The rental motorcycles are insured against theft, but not the participants' personal belongings. Participants are responsible for the safety of their own luggage. This does not apply for Overland vehicle that are owned by the participant.

18. Miscellaneous

18.1 The exclusive place of jurisdiction and for all disputes arising from this contract is our place of business.

18.2 The participant is obliged to wear motorcycle protective clothing including a helmet.

18.3 Disclaimer/Indemnification: Each participant is aware of the risks of motorcycling and responsible for their own actions which operating a motorcycle. The participant waives the right to lay any blame on the tour guide or the rental agency for possible road accidents or injuries.

18.4 Upon arrival and before the handover of the motorcycle, you are required to sign a rental contract for the duration of the tour and the tour briefing, given by your tourguide in which local traffic laws are outlined.

19. Deposit for motorbikes (partial cover):

The cash-deposit includes the following deposits:

Shineray X5 400, Honda CB 500, Honda CB 650: EUR 500

BMW G 310 GS: EUR 1,000

BMW F 800 GS, 1200 GS: EUR 1,500

Damages which are caused by participants are limited to the deposited amount. In case of damages caused by gross negligence or malicious action of the participant, we reserve the right to claim higher amounts up to the current replacement cost. This also includes damages caused by non-compliance/infringement of laws such as the speed limit or drunk driving. The driver is expected to make a deposit as outlines above in cash to the tour guide for the motorcycle. This amount will be refunded at the end of the tour. This down payment can be used for any emergency which may arise during the tour.

20. Insurance in China:

Insurance and liabilities on motorbike tours with a provisional Chinese driver's license: Our motorbikes are insured according to Chinese law. This law-insurance only provides financial insurance of damages to third parties up to an amount of approximately EUR 11.000,-. This insurance does not include financial compensations in the case of civil complains / law suits. The above mentioned amount of damage cover refers to the so called „primary damage“, e.g. costs for hospitalization (of the damaged person, not the motorbike rider) or costs of repair for third party vehicles, but not on civil complains in the case of negligence by the damage causing motorbike driver. Currently, there is no Chinese insurance company which provides a personal insurance of the motorbike rider or the motorbike itself. Not only for motorbiking, there are no personal insurances for other (motor)sports like cycling, parachuting and many more. Because of that, it is important, that the participants have to care about an accident insurance by themselves and also to take the proof of insurance with them at any time.