

## WILDCAT ADVENTURES MOTORCYCLE TOURS BOOKING FORM

Information Pack and map supplied on completion of Booking

<b>Name:</b>	<b>Rider or Pillion (please specify):</b>
<b>Mr / Mrs / Miss:</b>	<b>Email:</b>
<b>Address:</b>	<b>Postcode:</b>
<b>Tel No. Day:</b>	<b>Tel No Evening:</b>
<b>Date of Birth:</b>	<b>Occupation:</b>
<b>Licence:</b>	<b>Nationality:</b>
<b>Passport No:</b>	<b>Passport Place of Issue:</b>
<b>Passport Date of Issue:</b>	<b>Passport Expiry Date:</b>
<b>Tour Price:</b>	<b>Deposit (Please refer to tour details):</b>
<b>Tour Name:</b>	<b>Tour Departure Date:</b>
<b>Single Supplement Hotel (Y/N)?</b>	<b>Single Supplement Cabin (Y/N)?</b>
<b>Health – please indicate whether you suffer from any conditions or are taking medication:</b>	
<b>Diet: Have you any special dietary requirements?</b>	
<b>How many years have you been riding?</b>	
<b>How many miles have you ridden in the past 12 months?</b>	
<b>Have you been on a commercial tour before?</b>	<b>Please specify:</b>
<b>Motorcycle Manufacturer:</b>	<b>Model &amp; Year:</b>
<b>Engine Size:</b>	<b>Registration No:</b>
<b>I have read and understood your booking conditions, and I am willing to accept the terms and be bound by the same terms.</b>	
<b>Signature:</b>	<b>Date:</b>

Please return **SIGNED** completed booking form along with your deposit to:

**WILDCAT ADVENTURES**  
4 Marschal Court  
Stirling SCOTLAND UK, FK7 7UY

Please make cheques payable in Sterling to **Wildcat Adventures** Or by Bank Transfer – please contact us for bank details.

## **WILDCAT ADVENTURES BOOKING CONDITIONS – MOTORCYCLE & CYCLE TOURS**

### **1. TOUR OPERATOR AND THE CONTRACT**

It should be noted that these booking conditions form part of the booking form referred to in the WILDCAT ADVENTURES website and shall be deemed to constitute part of the contract between

WILDCAT ADVENTURES LTD Company No. 185682

("WILDCAT ADVENTURES" / "The Company" / "We" ) and the applicant ("Participant(s)" / "You" / "He") named in the foregoing booking form.

Acceptance of the booking is therefore subject to the following terms and conditions. The contract and all matters arising from it are subject to Scottish Law and the exclusive jurisdiction of the Scottish Courts.

### **2. FORCE MAJEURE**

"Force Majeure" is understood to be any event (but not limited to) such as act or threat of war, civil or political unrest, terrorist activity, industrial dispute, unavoidable technical problems with transport, flood, volcanic activity, fire, adverse weather conditions, act of God, natural or nuclear disaster.

### **3. BOOKING**

A booking will only be constituted by the return of a completed booking form accompanied by a remittance applicable to the participant(s) selected tour/expedition as advised by the company.

The balance of the price of the tour/expedition and equipment hire shall be required to be in the hands of the company not later than 90 days before the commencement date of the tour/expedition.

The company reserves the right to levy an administrative charge in respect of late bookings.

Should the balance not be paid by the due date, WILDCAT ADVENTURES reserves the right to cancel the reservation and no refund will be made. We reserve the right to refuse any Booking at our discretion.

### **4. IF PARTICIPANT(S) CANCEL**

All cancellations must be received IN WRITING at WILDCAT ADVENTURES office and will be effective from the date of RECEIPT of the cancellation letter.

In this event, the following terms will apply;

- a) Participant(s) deposit is non-refundable irrespective of when you cancel.
- b) Bookings cancelled before the expiry 90 days the company will refund all sums paid less deposits paid.
- c) Bookings cancelled more than 60 days before the commencement of the tour/expedition shall be entitled to return of 50% of the total tour/expedition price (if paid) less the deposits
- d) Bookings cancelled less than 60 days before commencement of the tour/expedition shall forfeit all sums paid.

Exceptions to this policy will not be made for any reason, including weather, or personal emergencies. Cancellation insurance is recommended.

Bookings are non-transferable. There is no refund for arriving late or leaving a tour/expedition early.

In any of the above events there will be an additional administrative charge of £50 per applicant (if any amount over and above the deposits paid).

## **5. CANCELLATION OF THE TOUR/EXPEDITION BY WILDCAT ADVENTURES**

The company shall use its best endeavours to ensure that there are no cancellations but reserve the right to cancel the tour/expedition should the minimum number of persons as stipulated within the tour/expedition details not be achieved by 60 days before commencement of the tour/expedition, or agree to continue with modifications and/or payment of a supplement. In that event all sums paid by the applicant shall be refunded.

It is understood that a "Force Majeure" shall constitute a sufficient reason for the company to cancel the tour/expedition.

In the event that WILDCAT ADVENTURES cancels the tour/expedition as a result of a "Force Majeure", no refund or compensation will be made.

If the tour/expedition is cancelled, the company is not responsible for additional expenses incurred by you in preparing for the trip (this includes but is not limited to non-refundable air/ferry/bus/train tickets, travel monies, accommodation payments, insurances/visa/passport/medical fees, gear expenses).

## **6. FOREIGN OFFICE ADVICE**

Participant(s) are responsible for making themselves aware of Foreign Office advice and State Department warnings with regard to the safety of the countries and areas in which they will be travelling and to make their decisions accordingly.

Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **7. PRICE GUARANTEE**

Prices stated in the WILDCAT ADVENTURES website are per person. Prices do not include air fares.

The information provided in the WILDCAT ADVENTURES website attempts as far as possible to provide details of the tour/expedition undertaken, its duration, route and nature and details of accommodation and food.

Further details will be provided to the applicant as it becomes known to the company, but if the applicant becomes aware at any stage that the information does not coincide with the understanding of the position the onus will be upon the applicant to intimate their intention to cancel the booking in WRITING before the 90 day period before referred to.

Any discount schemes endorsed by WILDCAT ADVENTURES are subject to the tour/expedition being run with minimum number of persons as stipulated within the tour/expedition details.

## **8. SURCHARGES**

WILDCAT ADVENTURES will absorb any increase in costs to the tour/expedition up to 2% of the total applicable. If currency fluctuations or Government action affects Fuel / Port / Border Taxes, Transport costs, dues, taxes then WILDCAT ADVENTURES reserves the right to pass it on to the participant(s).

If the increase is more than 8% of the tour/expedition price participant(s) will be entitled to cancel and receive a full refund. Any surcharge will not be applied less than 30 days prior to departure.

## **9. TRAVELLING AS A SINGLE**

Tour/expedition prices are based on double occupancy. If you request a single room you will be charged a single supplement regardless of when you book. However due to some of the remote areas visited, single rooms are limited and therefore subject to availability.

WILDCAT ADVENTURES will endeavour to pair up an applicant travelling as a single requesting to share a room with another member of the tour/expedition. Please refer to the individual tour/expedition details for the single room supplement.

## **10. INSURANCES**

It is a condition of joining the tour/expedition, and the responsibility of the applicant to ensure that they are adequately insured against medical and personal risks covering the tour/expedition and must be valid for the activities the applicant is participating in while on tour/expedition, including repatriation, ambulance and air rescue and trip cancellation.

In the event that the participant does not have suitable insurances the participant will be asked to leave the tour/expedition and no refund will be made.

## **11. COMPLAINTS**

WILDCAT ADVENTURES is responsible for supplying with reasonable care and judgement the tour/expedition as detailed and to a reasonable standard. If during the tour/expedition, you have a complaint please discuss the matter immediately with the tour/expedition leader who will take the appropriate action.

Should you be dissatisfied with the result and feel that it has severely affected your enjoyment of the tour/expedition please write to WILDCAT ADVENTURES within 28 days of your return. We will respond within the same period and endeavour to resolve the matter to our mutual satisfaction.

## **12. ITINERARY CHANGES**

WILDCAT ADVENTURES publishes its tour details in good faith.

The Company reserves the right to alter the route as conditions prevail to accommodate changes in political environment, weather, terrain and physical condition of participant(s). The leader's decision is final.

## **13. TRAVEL DOCUMENTS / MEDICAL REQUIREMENTS**

The applicant confirms that he considers himself medically fit to participate in the tour/expedition and that no warranty has been given by the company as to the medical condition of the applicant.

Any information provided by the company in relation to travel details or requirements in respect of passports, visas, permits, licences, vehicle registration documents, vaccinations or other requirement which should be required is provided on a voluntary basis and is not to be relied upon by the applicant.

It is the participant(s) responsibility to obtain all necessary travel documents, medical advice, and vaccinations for the tour/expedition.

WILDCAT ADVENTURES accepts no responsibility whatsoever in the event that these requirements not being met prior to departure.

#### **14. INJURY TO SELF / DAMAGED VEHICLE**

Participant(s) are responsible for any passengers being carried in their vehicle. In the event of the participant(s) vehicle experiencing a mechanical failure the participant is responsible for all costs associated with the repair of the vehicle.

In the event of an accident where the participant(s) or their vehicle is no longer able or fit to continue with the tour/expedition WILDCAT ADVENTURES reserves the right to ask the participant(s) to leave the tour/expedition immediately at their expense.

The participant(s) must arrange to have their vehicle repatriated at their cost. No refund for unused portions of the tour/expedition will be made.

It is expressly confirmed that the company cannot accept responsibility for any loss or injury to the applicant arising directly through failure by the applicant or of machinery provided by the applicant but shall be responsible only in the event that the loss or injury to the applicant has been directly occasioned by an error by the company or on its behalf by its representative.

Applicants travelling within vehicles run by the company shall have passenger liability insurance in the normal manner. You are recommended to insure yourself against any possible risk which you may incur within the tour/expedition.

The company shall also not be liable for damages in the event of cancellation of the tour/expedition in relation to any foregoing matter as specified herein.

#### **15. PRICING & EXCLUSIONS**

Please refer to the individual tour/expedition details for specific inclusions and exclusions.

The following items are NOT included in the tour/expedition price; Entry to sightseeing and historical sites (except where stated); any insurances to include but not limited to repatriation, cancellation, personal travel, breakdown cover, motor insurance; visas/medical/passport/port/border fees; vehicle documentation/repairs, fuel, tolls, fines, penalties; all pre/post tour accommodation/transportation fees; all items of personal nature, meals (except where stated), drinks, snacks, optional excursions, other extras; all other items not specified in the tour/expedition details.

#### **16. PAYMENT PROTECTION**

All eligible payments are held in special trust account in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992.

## **17. TOUR/EXPEDITION MEETING POINT**

It is the responsibility of the Participant(s) to meet at the time and designated start point. Participant(s) failing to connect with the tour/expedition group or support vehicle are liable for their own expenses to catch up with the tour/expedition.

## **18. DELAYS / CHANGES WHILST ON TOUR/EXPEDITION**

WILDCAT ADVENTURES cannot be held responsible for any delays or changes to the tour/expedition itinerary due to unforeseen accidents, disruptions, or changes to but not limited to ferry schedules, border crossings, and changes to accommodation while on tour/expedition whether caused by a "Force Majeure" beyond the control of WILDCAT ADVENTURES.

Any additional expenses incurred by Participant(s) through delays, disruptions due to "Force Majeure", or accidents will be borne by the Participant(s). In the event of delays or changes to the tour/expedition itinerary there is no refund for unused portions of the trip.

## **19. LOCAL LAWS & CUSTOMS**

Participant(s) must abide by all local laws and customs of the countries visited. In the event that the participant(s) are stopped or detained by local authorities the consequence of this remains the participant(s) responsibility. WILDCAT ADVENTURES are not obliged to unduly delay any part of the tour/expedition.

Participant(s) may rejoin the tour/expedition at any time providing they are fit and their vehicle is road worthy. If you commit an illegal act WILDCAT ADVENTURES will cease to have any responsibility to or for you.

## **20. MOTORCYCLE HIRE / RENTAL CONDITIONS**

On some of our tours, motorcycle hire/rental is available through a locally based third party motorcycle hire provider.

Where a motorcycle hire has been requested by the participant, WILDCAT ADVENTURES will facilitate in the arrangements & procurement of the motorcycle hire through a locally based third party motorcycle hire provider.

In some cases you will be required to make all payments direct to the motorcycle hire provider.

In the event where we act as agents for the motorcycle hire company we will collect all motorcycle hire payments and pay them directly for your motorcycle hire on your behalf. The price for motorcycle hire is quoted separately and does not form part of your holiday Tour price with us.

All motorcycle hire payments (deposits, balance, including damage deposit) are subject to the hire company's conditions.

It is the hire's responsibility to become familiar with the hire company's motorcycle hire / rental conditions. You will be required to sign a separate contract with the motorcycle hire provider, provide them with a damage deposit and meet with their terms and conditions for hiring a motorcycle.

Motorcycle hire Price and Payments constitute a separate contract between the hire company and the participant and are subject to the hire company's motorcycle hire / rental conditions.

WILDCAT ADVENTURES Tour Payments are separate from the Motorcycle Hire Payments.

## **21. CONTRACT ACCEPTANCE**

By their acceptance hereof the applicant agrees and accepts that he has read and understood the terms of these booking conditions and agrees to be bound by same.

The participant(s) agrees to accept the tour/expedition leader's authority and decisions during the tour/expedition.

The tour/expedition leader reserves the right to ask you to leave the tour/expedition if in the leader's opinion your health or conduct endangers other members of the tour/expedition or progress of the tour/expedition.

(Document Ref: WA-BC-20-05-2016)