

BMW Tours

Terms & Conditions

TOUR OPERATOR & CONTRACT

All Tours are operated by Premier Promotions ("The Tour Operator") on behalf of World of BMW. Premier Promotions is a trading division of GlobeBusters Ltd, whose registered office is at HR Harris & Partners, 44 St Helens Road, Swansea, SA1 4BB.

BOOKINGS

All bookings are made on a first-come first-served basis. Participants are the person(s) listed on the World of BMW Tours booking form ("Participants"). All Participants are required to sign the Booking Form and the Terms & Conditions. The Tour Operator reserves the right to decline any booking at their discretion.

Variation of the terms of this contract is only valid if done so in writing and signed by both the Participant(s) and an authorised representative of the Tour Operator. The contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts. In the event that any of the provisions of this contract shall be determined by any Court to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the contract, which shall continue to be valid and enforceable.

PAYMENTS

A 10% deposit of the Tour Price is required on booking. All deposits are non-refundable and non-transferable, irrespective of circumstances.

Your final balance of the Tour is due eight weeks prior to departure. Bookings made within eight weeks of the departure date will only be accepted with full payment. Failure to pay the balance on the due date may result in cancellation of your booking.

TOUR PRICE

Your Tour Price includes all services as listed in the Daily Itinerary.

Participants who book on a Rider Single basis are provided with a room for sole occupancy and a cabin on an overnight ferry cabin (where applicable) for sole occupancy.

Participants who book on a Rider Shared basis are provided with a room for double occupancy and a cabin on an overnight ferry cabin (where applicable) for double occupancy. Participants will share with one other Participant who has booked the Tour.

Shared rooms will only be allocated to Participants of the same sex. If a Participant has booked on a Shared basis but there are no other Participants to share with, the difference between a Rider Shared Price and a Rider Single will be payable by the Participant and this difference will be discounted by 25%. Alternatively the Participant may cancel the Tour and receive a full refund.

Participants who book on a Rider & Pillion basis are provided with one room on a double occupancy basis and one overnight ferry cabin (where applicable) on a double occupancy basis.

Where breakfasts are included, they will be in keeping with the country of travel. For certain Tours, a breakfast allowance may be paid to Participants in lieu of breakfast, where stated on the Daily Itinerary.

Any items which are not specifically stated in the Daily Itinerary are not included. The Daily Itinerary is sent out with the Booking Form and Terms and Conditions.

AMENDMENTS TO TOUR

Participants who wish to make any changes to the published Tour Programme may request personal amendments. There will be an administration fee of £25 charged for amending any arrangements

Produced 21 December 2011. Valid for all 2012 BMW Tours

already in place for a Tour plus the changes in direct costs that may be applicable. This may then result in an overall additional charge or refund. Amendments requested less than six weeks before the Tour departure will only be dealt with at a full extra cost to the Participant, with no refund of the Tour Price paid.

SURCHARGES

Prices are correct at the time of printing/publication. However circumstances beyond our control, e.g. Government action, taxes, currency fluctuations and ferry timetables may cause an increase. If such cases arise we will absorb amounts equivalent to 2% of the tour cost although we reserve the right to pass on surcharges larger than this providing they occur more than six weeks before departure.

TOUR CHANGES

As Tour arrangements are made many months in advance, it is possible that minor changes to an itinerary might be necessary. These changes will be updated on the World of BMW website and in the Daily Itinerary.

If significant changes are made after the Participant has booked, e.g. changes to date or point of departure, ultimate destination and location/quality of the main hotel, or a major change to the tour itinerary which reduces the quality of the tour, we will notify the Participant.

Participants are free to continue with the Tour with the revised itinerary or accept the offer of an alternative Tour of the same value. Alternatively, the booking may be cancelled in return for a full refund.

In the event of a significant change that results in a cancellation, the Tour Operator will, in addition to a refund, offer compensation as stated for the period before departure within which a significant change is notified. Compensation per person: more than eight weeks £Nil; less than eight weeks £25.

DELAYS

The Tour Operator cannot be held responsible for unforeseen delays to a journey or ferry crossing (to or from the UK or other ports). In the event of a delay Participants will be responsible for providing all their own additional meals, travel and accommodation.

Where Participant's flights have been delayed at the start of a Fly and Ride Tour, any financial or other consequences of not arriving the specified time / date for the start of the Tour are borne by the Participant. The Tour Operator will not provide a refund for any part of the Tour missed.

FORCE MAJEURE

Means unusual and unforeseeable circumstances of which beyond normal control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war, or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, volcanic activity, fire and adverse weather conditions.

In the event of any of the above, refunds or compensation cannot be made and Participants will be responsible for providing all their own additional meals, travel and accommodation.

DOCUMENTATION

Participants require a valid passport for visiting the countries on their chosen tour. Your passport must be valid for six months after the end date of your Tour. If visas are required it is the participant's responsibility to obtain these visas or permissions. The cost of obtaining any visa is also the participant's responsibility.

BMW Tours

Terms & Conditions

In addition to your passport, all Participants must have the following original documents in their possession during the Tour:

- UK or other local country Driving Licence and International Driving Permit where required by countries outside the EU.
- Vehicle registration document (V5) for UK registered vehicles or other title / registration documents for non-UK vehicles.
- Personal travel and medical policy, with 24 hour emergency telephone helpline, such policy to provide adequate cover for treatment and repatriation in the event of a motorcycle accident.
- For European Tours and Explorer Tours, Participants must arrange insurance to cover 24-hour emergency, accident and breakdown recovery for their motorcycle.
- All Participants should carry a 'European Health Insurance Card' (EHIC).

The Tour Operator is not responsible for any disruption to your Tour due to you failing to carry these documents or your loss of these documents. All additional direct and indirect costs incurred by the Participant to replace documents or because they cannot continue with the Tour are borne by the Participant and refunds will not be made for any part of the Tour missed.

YOUR MOTORCYCLE

Participants providing their own motorcycle are required to ensure that their motorcycle is in a good road legal condition, has valid insurance and MOT cover, if applicable. Participants are responsible for their own motorcycle, its use and conformity to local laws and regulations. Participants are required to ride their motorcycle in accordance with local laws, rules and regulations. Any motorcycle accident involving a Participant will never be the Tour Operator's responsibility.

Should a motorcycle suffer a mechanical failure or accidental damage, whether caused by the Participant, other Participants or an unrelated third party, it is not the responsibility of the Tour Operator.

The Tour Operator is not liable for any direct or indirect costs incurred as a result of any mechanical failure or accidental damage to your motorcycle.

MOTORCYCLE HIRE

All motorcycle hire is arranged through a reputable third party local supplier. Terms and conditions of motorcycle hire will vary depending on the local supplier and the country in which they operate. Each Participant will be obliged to sign the local terms and conditions of hire on arrival.

However the following is applicable for all Tours that have motorcycle hire:

- Legal minimum third party insurance cover is in place. Participants can decide to increase the level of insurance cover.
- Any one way hire fees are included with the Tour price.
- No fuel is provided with any motorcycle hire.
- Accessories provided with the motorcycle hire will be stated on each relevant Daily Itinerary, but side panniers will always be included as part of the motorcycle hire.
- All Participants will be required to leave a damage excess deposit with the local supplier.

Participants will also be responsible for further charges for motorcycle hire as stated below, which must be paid directly to the local supplier:

- Fees for late return of the motorcycle
- Fees for not returning the motorcycle with a full fuel tank
- Costs to upgrade insurance cover
- Any additional accessories required such as GPS.
- Any excess relating to damage or theft of the motorcycle or accessories, keys etc, whosoever caused.
- Any repairs needed for a tyre puncture.

In rare circumstances, the local supplier may not be able to provide the exact motorcycle of choice. This may occur due to unforeseen circumstances such as mechanical failure, collision damage or theft of a motorcycle during its previous hire period. In such cases, the local supplier will substitute a similar or better model and no further compensation will be provided to the Participant.

OUR RESPONSIBILITY

The Tour Operator is responsible for ensuring that any part of the Tour, where it is within their control, is supplied as described in the World of BMW Activity Brochure and in the Daily Itinerary and that the local suppliers of services are efficient and reputable. During the Tour some amenities, eg hotel lifts, swimming pools etc, require regular servicing and cleaning and therefore may be inaccessible at times. The Tour Operator cannot be held responsible for some amenities being affected by weather conditions or mechanical breakdowns.

The Tour Operator cannot be held responsible for death, personal injury or illness caused by activities engaged in which are outside the tour itinerary. The Tour Operator also cannot be held responsible for death, personal injury or illness howsoever caused unless we are shown to be negligent.

TOUR CANCELLATION

The Tour Operator reserves the right to cancel a Tour if there are eight or less motorcycles booked. In such cases a Participant will be offered an alternative Tour or a refund of all monies paid. Notification will be given at least four weeks prior to departure or in the case of "Fly and Ride" Tours, at least eight weeks prior to departure. If the Tour is cancelled, the Tour Operator will not be liable for additional costs or losses incurred by Participant(s) due to the cancellation of the Tour. This includes, but is not limited to, the cost of prepaid airline tickets, hotel reservations or car rental costs.

CANCELLATION OR CURTAILMENT

If a Participant cancels a tour the following charges will be levied:

- Your deposit is always non-refundable and non-transferable.
- More than four weeks, but less than eight weeks' notice, cancellation charges of 50% of the total Tour cost.
- Less than four weeks' notice, cancellation charges are 100% of the total Tour cost.

If for any reason a Participant decides to curtail a Tour during its duration, no refunds will be made. Refunds of your Tour payments should be referred to your travel insurance provider.

TRANSFER OF BOOKING

If a Participant, for any reason, is unable to travel the booking can be transferred to a third party subject to prior approval of the Tour Operator. In such cases at least two weeks' notice should be given and the changes will be subject to an administration fee of £100 plus any additional direct costs incurred.

FINANCIAL PROTECTION

In accordance with the Package Travel, Package Holiday and Package Tour regulations 1992 and the EC Directive 90/314/EC, all Participant(s) booking with us are fully protected for all payments that we receive in advance, arising from the cancellation of curtailment of travel arrangements due to our insolvency. Premier Promotions holds all Participants' money in a Trust Account, regulated by an independent Chartered Accountant.

COMPLAINTS

Should a Participant feel that the Tour Operator has not met its obligations, it should first be brought to the attention of the accompanying Tour Leader. If the Participant remains unsatisfied, any comments should be put in writing, within two weeks of return, quoting the tour name and tour dates to: **World of BMW, BMW Motorrad, Ellesfield Avenue, Bracknell, Berkshire, RG12 8TA.**