

MSL Tours Terms and Conditions of Business Oct21

MSL Tours carries on business as a Tour operator specifically as an organiser of non-guided, escorted motorcycle holidays throughout Europe. Guests are ultimately responsible for their own navigation and planning whilst on Tour with the company. Bookings are only accepted on completion of the MSL Tours booking form and receipt of the applicable deposit. Once you have completed your booking form and paid your deposit you have entered into a legally binding contract with us. You are then bound to agree and conform to our standard terms and conditions of business as set out below:-

BOOKINGS AND PAYMENT

- You must **fully complete** the online booking form on the MSL Tours website.
- Once completed you and MSL Tours will receive confirmation on your booking by e-mail.
- **You must then pay your deposit to secure your place on the Tour.**
- All Tour deposits are £95.00 per person (except where indicated) and **non-refundable**.
- Payment by credit or debit card through Stripe (a 1.5% charge applies).
- Payment by bank transfer to account; MSL Tours, Lloyds Bank Ely, sort: 30-93-05, account: 01097575.
- You must pay in full your balance invoice no later than 45 days from the departure date or 65 days from departure when the booking includes a Brittany Ferries reservation.
- Final balance Tour invoices will be sent by **email ONLY** to the address on your booking from from 30 days before the payment due date. You will receive two automated email reminders; 10 days before and on the day the payment is due.
- A detailed Tour Schedule and Tour Briefing will be sent by **email ONLY** no later than 45 days before the Tour departure date.
- We reserve the right to cancel a booking with the guest **liable for payment in full** if funds have not been received by the due date; unless by prior agreement between the company and the guest.

CURRENCY FLUCTUATION AND RISK

- EURGBP. We reserve the right to make a supplemental charge to the Tour price on any euro related Tour costs if the EURGBP rate falls below parity at the time of payment for these costs.
- Other CCY. Rates are calculated for the Tour price in September from the previous year. We reserve the right to make a supplemental charge to the Tour price if GBP devalues against the CCY concerned by more than 2.5%.

YOUR RESPONSIBILITIES

- Your motorcycle must be in very good working order, capable of completing the Tour, road legal and fully serviced,
- Each participant riding a motorcycle must be:
 - In possession of full insurance (fully comprehensive or third party) cover for their motorcycle.
 - A current full UK or EU motorcycle driving licence.
 - A current MOT certificate (if applicable) and the vehicles V5 certificate of ownership.
- Breakdown assistance within Europe including repatriation to the UK if your motorcycle cannot be repaired.
- Emergency medical treatment including rescue services to take you to hospital and repatriate you to the UK.
- Insurance cover in case of cancellation or unforeseen delays with the Tour.
- Each participant is responsible for being in control of their machine at all times, for riding their own ride, within their own limits, those of their machine and the law of each country. Each participant is also fully responsible for the safety of their pillion passenger. MSL Tours accepts no

liability for the individual actions of a guest, for whatever reason, whilst they on our Tour with the company.

- Any incident or accident that happens to a participant or their pillion will never be put on the organiser's responsibility.
- When a motorcycle is out of order (either mechanical or due to an accident) the repair or recovery is the responsibility of its owner.
- If for any reason a participant decides to leave a tour before the end of the Tour schedule then there will be no refund of monies.

MSL Tours and their authorised representatives reserve the right to ask a participant to immediately leave a Tour if they decide that their actions have or may either endanger, break any law or cause any offence, of whatever nature to other members of the Tour group or any other person. Any participant asked to leave a Tour will then be fully responsible for their own welfare; accommodation and transit back home to the UK or Ireland and will not be entitled to any refund.

TOUR CHANGES

It may be necessary to some make changes to the schedule of a Tour, and we reserve the right to do this. This will only happen when operational circumstances or unforeseen events occur beyond our control. If the changes are more significant than a change in transit hotel, then we will advise you as soon as we are aware of the circumstances. We will ensure any accommodation that needs to be re-booked will be as good as or better than advertised in the Tour itinerary if we do need to make any changes.

IF YOU CANCEL

Should you need to cancel your holiday once it has been booked, you must immediately advise us in writing at: info@msltours.co.uk.

The following cancellation policy will then apply, **if you have not received or paid the final Tour invoice you may still be liable for payment**. The cancellation charge is shown as a percentage; this is calculated on the basis of the total cost, less the deposit payment (if paid), the 'balance Invoice' payable by the person(s) cancelling.

Notice period before departure date	Cancellation charge (% of final Tour cost)
More than 65 days	Deposit
45 to 64 days	50%
31 to 44 days	75%
30 days or less	100%

IMPORTANT: All Tour deposits are non-refundable. If you cancel you're booking for any reason (you agree this on completion of the Booking Form) or the Company is forced to cancel the Tour for reasons outside of its reasonable control. If we cancel the Tour for economic reasons then your deposit payment will be fully refunded. (see clause 'Commercial Viability').

IMPORTANT: Transfer of your booking. Notification by email with a request to transfer the booking must be received at least 30 days before the departure date. A £100 administration fee applies. The new guest must complete the booking form and settle the new Tour invoice before any refund of monies.

IMPORTANT: Compensation, travel credits and refunds (**unless obtained from any third party supplier**) will not be made when the Tour cancellation is caused by 'Force Majeure' (see clause 'Force Majeure'), for reasons which the company deems to be for the safety and wellbeing of its guests with circumstances being outside of its reasonable control or for any reason outside of its reasonable control.

A £25 administration charge may be applied to any refund of client monies

Depending on the reason for your cancellation, you may be able to reclaim these charges (less any excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned; you will be provided with a cancellation invoice.

IF WE CANCEL DUE TO COMMERCIAL VIABILITY

We reserve the right to cancel a Tour if there are not sufficient numbers to make it commercially viable, in which case we will offer you a full refund of monies paid, including your deposit. We will give you at least 10 days' notice if we decide to cancel a Tour due to commercial viability reasons. **MSL Tours accepts no responsibility for any losses incurred as a result of a Tour cancellation.**

BRITTANY FERRIES BOOKING AMENDMENTS

Amendments to Brittany Ferries tickets are subject to a £25 administration fee. This includes changes to motorcycle registration numbers together with requests for cabin upgrades. It is your responsibility to ensure that your booking form is correctly completed and that you check the details on your ticket.

DELAYS

We cannot be held responsible for any unforeseen delays to your journey whilst on the Tour, this also includes ferry departure times and other events outside of our control. In the case of any delays outside of our control you are responsible for providing your own subsistence, accommodation and if necessary your own onward travel arrangements. You are advised to ensure that you have the required insurance cover.

REPATRIATION

You are strongly advised to arrange emergency accident, breakdown and repatriation cover for your motorcycle together with personal medical cover for you or your repatriation in the event of illness or accident for yourself and your pillion. (See Your Responsibilities). Check that your insurance covers abandonment and cancellation of your Tour.

WE ARE RESPONSIBLE FOR

Any part of the Tour programme booked by us, where it is within our control, to ensure that it meets the standard described in the Tour itinerary. We cannot be responsible for any amenities being out of order or weather conditions which may affect the ability to ride on some roads designated in the Tour itinerary for safety reasons or that result in the closure of some roads. If a service outside the hotel is included in the Tour itinerary but is affected by weather conditions or other factors beyond our control it may have to be cancelled but every effort will be made to arrange an alternative excursion or service to satisfy the itinerary.

WE ARE NOT RESPONSIBLE FOR

Death, personal injury or illness caused by activities in which a participant engages in the itinerary of the Tour provided by MSL Tours. You are responsible for the safety of yourself and pillion at all times, we accept no liability for you or your pillion through any activity that you or your pillion engages in whilst you are on Tour with the Company. **We do not lead or guide any Tours (unless otherwise stated).** If an MSL Tour Associate is leading a group of guests through invitation, then there is no responsibility on our behalf for the ultimate safety of the group. You are responsible for riding your own ride and being in control of your bike at all times. This includes ensuring that you are able find your own way to the destination if the group becomes separated from the Tour Associate or each other. The Company cannot be held responsible for any differences that occur in individual riding plans whilst riding in or informally leading a group of guests, for whatever reason.

HOTEL MEALS

Sometimes vegetarian diets present problems for our hotels, we do advise them of individual requirements but it is not always possible to meet special dietary needs and in that respect we cannot accept any responsibility. If you do have a special dietary requirement you must advise us at the time of your booking.

PASSPORTS AND VISAS

You and your pillion need to be holders of a valid UK or EU passport. If you or your pillion holds any other country passport then a visa may be required and you should contact the appropriate authorities before travelling with us as this is not our responsibility. It is your responsibility to ensure that your passport is valid for travel.

HEALTH, SAFETY AND RISK ASSESEMENT

A copy of our Health and Safety and Risk Assessment Policy is available to view on request.

OUR ESCORTED AND SUPPORTED TOURS

You will receive the support of an MSL Tour Associate who will ensure that things run smoothly on your trip. **All of our Tours are ‘Escorted and Supported’; we do not lead or guide groups (unless otherwise stated).** You are ultimately responsible for your own navigation and planning, however you are welcome to ride with us at our pace if this is possible; if so then we accept no responsibility for your safety, your pillion (if any) or your motorcycle. We will be happy to assist with the planning of your Tour and will therefore share our GPS Ride Out Day Files using MyRoute-app (www.myrouteapp.com/en) if required. We accept no responsibility for any errors with these files and are not obligated to provide individually bespoke transit or ride out day files. MSL Tour Associates will be there to assist you in case of an emergency or breakdown, until you are in safe hands. MSL Tour Associates will be on hand to enhance your Touring experience and to resolve any problems on your behalf. However you agree as a guest to be in charge of your own bike and pillion at all times, to ride your own ride, within your own limits, the limits of your bike and those of the law. You acknowledge that your safety and that the safety of others on the road is paramount and that you have read and agreed with our full terms and conditions and understand and agree to comply with the terms of the Tour Briefing and Declaration. A copy of which will be supplied to you before departure or on request.

FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of ‘Force Majeure’. In these booking conditions, ‘Force Majeure’ means any event or circumstances which we or any of our suppliers of the service(s) in question could not, even with all due care and attention, foresee or avoid at the time of your booking.

Therefore we will not make refunds or compensation payments under circumstances beyond our control. (unless obtained from any supplier). Such circumstances or events include, but are not limited to, threat of war, riot, civil strife and unrest, industrial dispute, unavoidable technical problems or cancellation with transport and ferries, closure of ports or hotels, port congestion, travel delays, civil action, terrorist action, fire and adverse weather conditions. Advice from the Foreign and Commonwealth Office not to enter or remain in a particular country or region or if restrictions on travel are imposed by the government of the country or countries in question, will be regarded as 'Force Majeure' and as such is a circumstance beyond our reasonable control.

COMPLAINT RESOLUTION

In the first instance of a complaint you should discuss your concern with the Tour Associate to resolve any issues at the time. However, if you are not completely satisfied with the outcome, within five days of your return, you should write to Motorcycle Sport and Leisure Tours Ltd by e-mail at; info@msltours.co.uk. We are Motorcycle Sport and Leisure Tours Ltd t/a MSL Tours, our company registration number is: 04120662 (England & Wales) and our registered office address is: 32a East Street, St.Ives, Cambridgeshire, PE27 5PD.
