

General travel and participation conditions

Valid as of 04.04.2007,
subject to alterations

These conditions regulate the contractual relationship between you the traveller engaging the services of GATE S.L. and us as your tour operator.

1. Conclusion of the travel contract:

By your registration you, named participant in the following, offer GATE S.L., named operator in the following, the conclusion of a binding travel contract. The registration can be sent in writing or by fax. The requester makes the registration also for accompanying participant(s) for which the requester fulfils their as well as his or her own obligations. Upon its acceptance by the operator the contract becomes a valid agreement. The acceptance requires no certain form. A travel confirmation will be given by the operator to the participant at or shortly after the conclusion of the travel contract. If the content of the reservation confirmation deviates from the contents of the reservation then the deviation becomes binding for the participant if the participant does not disagree the changes within ten days.

2. Payment:

The complete payment must be arrived at the operator at the latest four weeks before the start of the trip without further notice to pay. In the case of payment has not been done in full by the start of the trip, the operator can withdraw from the contract and may request cancellation fees. Full payment is required for short-term reservations of less than four weeks before start of the trip.

3. Motorbike rental and safety deposit:

The rental period is not interrupted by unuseability of the vehicle, regardless of whose responsibility, or by driving incapability of the renter. Due to damage by the previous renter the possibility exists that the booked motorbike type may not be available. In such cases GATE S.L. reserves the right to provide an equivalent type of motorbike.

The retention of the customer in the event of damage amounts 1'000 €.

4. Services:

The term services covers only the services mentioned in this agreement as well as the term referred to in the confirmation of the reservation. Additional agreements that change the term services covered must be approved explicitly. The information provided in the brochure is binding for the operator. The operator reserves the right to declare a change of the information provided in the brochure for factually justifiable, significant and unforeseeable reasons before the conclusion of the contract. The traveller will of course be notified of this. The tours described in the travel description are not binding, but are rather to be understood as possible tour routes.

5. Changes in service and rates:

Changes and deviations of individual travel services of the contracted content of the travel contract that become necessary following the conclusion of the contract and that are not done contrary to good faith are only permissible as long as the changes and deviations are not significant and do not diminish the overall design of the booked trip. The operator is obligated to inform the participant about service changes or deviations as soon as possible. The operator has the right to increase the price of the trip after the conclusion of the travel contract. The operator will notify the participant about a subsequent change of the tour's price or a permissible change of an important part of the travel services immediately upon knowledge of the reason of the change, but no later than 21 days before the start of the trip. If the tour price increase is more than 5% or there is a significant change of an important part of the travel services the participant can withdraw from the contract. The participant is obligated to claim this right immediately upon the operator's declaration concerning the change of the tour's price or a change of an important part of the travel services.

6. Cancellation by the customer, change of reservation, substitution:

The participant can withdraw in writing from the contract any time before the start of the trip. To make the withdrawal credible, we advise the participant that the cancellation be made in writing. The date the operator receives the cancellation is important. If the customer withdraws from the travel contract or the participant does not take the trip without a previous cancellation, the operator may require compensation for the expenses made.

The operator can fix a flat rate for this compensation fee as a percentile of the tour's price according to the following table depending on the period between the date of the cancellation and the contracted start of the trip.

For long-term cancellations of reservations (up to 60 days before the start of a trip), a cancellation fee of 100€ per person will be charged. For short-term cancellations the following fees per person are valid:

- 59-42 days before the start of the trip 200€
- 41-21 days before the start of the trip up to 50% of the tour price
- less than 20 days 80% of the tour price.

Special cancellation conditions can be valid when they are noted on the tour's reservation confirmation. The operator can claim higher damages than the flat-rate compensation fees when he can provide verification. Reservation changes (concerning travel date, lodging, and travel duration) by the participant can be taken into consideration up to 21 days before the start of the trip if their execution is at all possible. A service fee of 50€ per person will be charged. Up until the start of the trip the participant can demand that a substitute take his or her place including all the obligations and rights of the travel contract. The operator can refuse the participant's request for a change in persons in case the substitution does not meet the special travel

requirements or there are legal regulations or ordinances that forbid this.

7. Services not taken:

If the participant does not call upon individual travel services because of a premature return trip or other compelling reasons, the operator will attempt to get a reimbursement of the saved expenses from the service providers. This obligation is not applicable if the service is insignificant or there are legal regulations or ordinances that forbid the reimbursement.

8. Travel insurance:

Travel insurance is not included in the travel price. GATE S.L. recommends taking out travel insurance for cancellation costs, luggage, accident, health, and liabilities.

9. Withdrawal and cancellation by the operator:

The operator can withdraw before the start of the trip or cancel the travel contract after the start of the trip in the following case:

- Without notice, in case the execution of the trip is constantly disturbed by the participant despite reminders, especially the ignoring of traffic regulations and the provisions of the group travel or when he or she conducts him- or herself grossly contrary to the contract terms, which validates an immediate cancellation of the travel contract. If the operator cancels in such a case, he reserves the right to the travel price, but has to reimburse the value of the saved expenses and possible reimbursements by the service providers. The disturbing participant covers added expenses for the return trip.

10. Cancellation of the contract due to unforeseen reasons:

In case the travel is significantly interrupted or limited by events unforeseeable at the close of contract, such as wars, strikes or circumstances that have the same effect as the aforementioned cases (civil unrest, epidemics, etc.) the operator as well as the participant may cancel the contract. If the contract is cancelled, the operator can demand a reasonable compensation for travel services rendered or travel services to be provided to end the trip. Furthermore the operator is obligated to take such measures as to send the participant home. Added expenses for the return trip are the participant's responsibility.

11. Liabilities of the travel operator:

The operator is liable in the due diligence of a businessman for preparing the tour responsibly, the careful selection and supervision of the service providers (hotels, cortijos, etc.), the correctness of the service description (unless the operator declares a change of the information provided in the brochure before close of contract), and the proper fulfilment of the contracted travel services while taking into account the local and regional habitualnesses.

Our liability is exclusive and limited as based on legal regulations to the services to be provided by a service provider whose liability is likewise exclusive and limited. Our liability is limited to the triple amount of the travel price in any case for whatever reason,

1. in case damage was done to the participant by the travel operator neither willfull nor in gross negligence, or
2. in case we are responsible for damages to a participant solely because of fault of a service supplier.

Beyond that the operator carries no liability, especially in case of traffic accidents. Every tour participant is responsible and liable for his or her own driving and tour selection, even then when he or she follows the tour guide. A liability for tardiness is excluded.

12. Liabilities of the travel participant:

By registering for the event the participant expressly accepts to the following declaration:

I am fully aware of the dangers involved in motorbike riding. I am taking part in the event at my own risk. I declare that I agree that neither the company GATE S.L. nor their service providers and subcontractors can be made liable for personal, material, or financial damages of any kind as well as other disturbances that are caused by unforeseeable events (force majeure). I know that the operator is also not liable for the faulty behaviour of other participants in the group. I obligate myself to observe the traffic regulations of the land, follow the rules of the group travel, and not to cause harm to people or nature by my behaviour. I am basically healthy, fulfil the requirements that the event places on me and possess an appropriate driver's license. I am responsible for wearing sufficient protective clothing.

Beyond that each participant declares his or her agreement that the owners, organizers, and representatives of GATE S.L. are not responsible for the personal safety and are neither individually nor mutually liable for incidents in connection with carrying out or his or her participation or damage to his or her property, family, inheritors or legal successors.

13. Compliance with the regulations:

Observing the respective traffic regulations is the individual responsibility of the participant. Every participant drives at his own risk and is - in the framework of legal liability - liable for damages done to fellow travellers or other users of the road. This is also valid if the participant follows the tour guide. Every participant must adjust his driving style to his own fundamental safety

14. Passport, duty, visa, and health regulations:

The tour participants are obligated to observe the above-mentioned regulations. All disadvantages stemming from failure to comply with the above-mentioned regulations are the responsibility of the tour participant.

15. Reclamations:

Should the participant have reason for a complaint even though the operator has taken utmost care in planing and executing the trip, the participant is obligated to notify us immediately. The participant may do this with the tour guide or the operator. Furthermore the participant is obligated to file in writing any claims against the operator within a month after the end of the trip. After this deadline the participant can make claims only if the participant was faultlessly prevented from keeping the deadline. Of importance for validation of the claims is the date it was received by the operator. Claims stemming from the travel contract expire six months after the end of the trip. If the participant has asserted any claims, then the statute of limitations is delayed until the day the operator has rebutted the claims in writing. Claims from unpermitted actions are limited to three years.

16. Obligations for cooperation:

The participant is obligated to cooperate in the framework of legal regulations in case there is a service misfortune to prevent any further damages or to keep them minor. The participant is especially obligated to notify his or her complaint as soon as possible to the local tour guide. The guide is commissioned to find a remedy if at all possible. If the participant negligently fails to report a shortcoming, then there is no entitlement for reduction. Damage to luggage has to be notified to the travel carrier immediately upon determination in order to validate any claims.

17. Tour guide:

A tour guide personally named in the brochure or in the travel documents is not part of the travel contract and must always remain nonbinding. The operator also has the right to make changes on short notice. A change of tour guides is not a reason for cost-free cancellation of the travel contract.

18. Photo, film, and video material:

Photos, slides, and videos made on the tours by representatives of the operator are the copyright property of the operator. The operator has the right to make use of this material for promotional purposes even if the participant can be recognized on it without the operator having to pay the participant any fees for its use.

19. Weather conditions:

The operator has no responsibility for any foul weather conditions. Insofar the participant has no claims for reimbursement for the tour price or rental costs.

20. General conditions:

All information given in the brochure is subject to change. The information is published subject to legal or official approval. The details are valid at the time of print.

Correcting errors as well as printing and calculation errors are excepted. The operator can correct the printing and calculation errors at any time.

If any part of this travel contract is not valid, this does not make the whole contract invalid.

Otherwise the legal regulations are valid.

21. Court of jurisdiction:

The court of jurisdiction for any claims against the company GATE S.L. is Lorca (Murcia).

G ruber
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T ours
E spaña **S.L.**

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