

BOSNIA RALLY

ROADBOOK TRAINING CAMP

General Terms and Conditions

1) RALLY CONTRACT:

The Tour Contract becomes effective by way of Organisation 7532-Litzelsdorf, Mitterberg 20 – (hereinafter referred to as „Organiser“) written confirmation of participation and said Tour Contract is considered binding for the Contracting Parties.

2. CONTRACTUAL OBLIGATIONS:

(1) The contractual obligations („services“) are determined in the confirmation of the valid rally description (found on the leaflet and on the website). All services not explicitly listed as part of the contract are not included in the rally event entry fees.

(2) The Organiser reserves the right to change the rally, in particular the route and with this the accommodation, as far as this is deemed necessary due to important reasons. The Organiser will endeavor to ensure that the rally character not be changed and render similar services.

3. PREREQUISITES FOR THE PARTICIPANT:

(1) The participation in the rally is possible with all motorcycle models of all motorcycle brands, as long as they fulfil the standard of the respective event!

(2) Only persons with a valid licence at the time of the tour are entitled to participate.

(3) The Participant is obligated to wear appropriate motorcycle gear corresponding with the rally requirements. It is compulsory to wear helmets.

(4) The Participant has sole responsibility that his/her vehicle is in perfect technical condition and fulfils all the legal and the Organiser's requirements (e.g., off-road tyres). Neither the Organiser nor the tour guides are obligated to examine the adaptation of these requirements.

Neither the Organiser nor the tour guides are obligated to determine and to examine the abilities of the Participants.

4. PASSPORT, CUSTOMS, VISA, AND VACCINATION REGULATIONS:

Some tours lead through countries that have special passport, customs, visa, and vaccination regulations. The Participant is solely responsible for complying with these said regulations, in particular for obtaining any visas or vaccinations.

5. VIOLATION OF TRAFFIC RULES OR THE ORG INSTRUCTIONS:

In the event that the Participant is in gross violation of the tour guide's instructions of traffic rules, the Organiser may withdraw from the contract. In such case the tour fees will not be reimbursed.

6. LIABILITY:

The Participant takes part in the tour at his/her own risk.

Rally Organisation 7532-Litzelsdorf, Mitterberg 20 – Stefan Rosner's liability due to losses or damages, which the Participant may suffer, is limited to the amount of the three-fold rally and rental fees, as far as the losses or damages the Participant suffered from the ORG – Stefan Rosner was neither intentional nor with gross negligence or as long as the Organiser is solely responsible for the losses or damages due to the fault of the service provider. The limited liability does not apply in the event of the Participant's personal injury.

(2) It is a prerequisite for the Participant to sign a limited liability agreement before the start of the event.

When submitting the registration form via fax or e-mail the signed limited liability agreement must be included. Said agreement will be sent to the Participant together with the registration form.

The Participants are aware that the Organisers are obligated to exclude the respective Participants from the tour if the limited liability agreement has not been accepted or signed by the Participant.

(3) Organisation 7532-Litzelsdorf, Mitterberg 20 – Stefan Rosner's liability is excluded for damages or injuries that the Participant may cause unless a legal liability insurance covers such damages or injuries. In any event the liability is limited to the amount of coverage provided by the compulsory insurance for the specific damage. In this case, the Participant is obligated to indemnify and hold Organisation 7532-Litzelsdorf, Mitterberg 20 – Stefan Rosner and the ORG instructors harmless.

(4) The conclusion of appropriate insurances covering e.g., cancellation and repatriation, is strongly recommended.

7. PAYMENT:

(1). The total amount must be paid at latest 4 weeks before the rally starts.

(2) With payments using credit cards the entire amount is debited at the time of invoicing. Possible bank fees and expenses must be borne by the credit card holder.

8. CANCELLATION AND TRANSFER OF CONTRACT:

(1) The applicant is entitled to withdraw from the contract at any time. In the event that the applicant withdraws, the following cancellation fees will be calculated instead of the entry fees:

- 20 % of the tour fees in the event of cancellation from registration until 8 weeks before the start of the rally,
- 50 % of the tour fees in the event of cancellation from 8 weeks until 4 weeks before the start of the rally,
- 85 % of the tour fees in the event of cancellation from 4 weeks before the start of the rally or in case of non-appearance without prior notice.

The cancellation must be made in writing either by registered mail, via fax or e-mail and will be confirmed by the Organiser in writing by mail, via fax or e-mail and may then be considered as accepted.

The above-mentioned deadlines refer to the receipt of the cancellation notice by the Organiser.

The Organiser is entitled to set off the cancellation fees against already paid participation fees. Incidentally, already paid participation fees will be reimbursed. All unused services cannot be refunded.

The conclusion of cancellation insurance is strongly advised.

(2) The Participant may transfer the contract to a third party, as far as this person fulfils all requirements for participation and the Organiser is notified of the transfer in due time before date of departure.

The transferee and the new Participant are jointly liable for unpaid fees as well as possible additional charges resulting from the transfer. In case of already issued flight tickets a transfer is not possible!

9. CANCELLATION OF RALLY:

(1) The Organiser reserves the right to postpone or cancel the rally due to important reasons at any time. Furthermore, the Organiser may cancel the rally up to one week before the tour starts if the minimum participation number has not been met. The Participants will be informed immediately thereof in writing, via letter or e-mail, or by telephone.

(2) In case of postponement or cancellation of a tour the Participant has the choice to either get the entry fees refunded or to request the participation in another event, as long as the Organiser is able to do so.

(3) External services that are not directly connected to the registration with Organisation 7532-Litzelsdorf, Mitterberg 20 – Stefan Rosner cannot be refunded.