

## TERMS & CONDITIONS FOR BOOKING A TOUR

### i) Definitions

"Dancing Roads" refers to Dancing Roads Dirt Bike Tours, Cambodia, a partnership comprising Sonia Taheri and Ton Paeng, trading from 18a, Street 444, TTP, Phnom Penh, Cambodia.

"The consumer" refers to any person who books a tour with Dancing Roads subject to these terms and conditions.

### ii) Formation

Dancing Roads accepts bookings subject to the terms and conditions contained herein. The acceptance of a booking is deemed to be the acceptance of an offer made by the consumer on these standard terms and conditions.

### iii) Lodging

Accommodation is provided each night in a bungalow, lodge, hotel, local family house or guesthouse. When camping out, hammocks and mosquito nets or tents will be provided. Tour pricing is based on twin occupancy with air conditioning *where available*. Subject to availability, single accommodation may be provided at a supplement.

### iv) Meals

Unless specified otherwise, meals, drinks, snacks and alcoholic beverages are not included in the tour price. Dancing Roads Dirt bike Tours Cambodia will provide consumers with any necessary assistance and advice as to where and what to eat but excludes any liability for personal injury or damage to property arising from such advice.

### v) Tour Package

The package price includes twin accommodation; tour guide (+ additional support riders for larger groups); motorcycles; helmets; petrol; tolls and ferries; entrance fees; basic maintenance (oil changes, puncture repair etc); hammocks and mosquito nets as required; itinerary-specific services such as boat trips or elephant treks etc.

The package price does not include meals (unless specified otherwise); international flights; visas; spare parts; damage to or loss of a motorcycle or personal items. Spare parts and/or damage must be paid for by the consumer.

### vi) Health

Consumers who join Dancing Roads will be exposed to health risks because of the nature of the terrain and travel. Dirt biking is a strenuous activity, so good health and physical fitness are required on all trips. Inoculations against typhoid and Hepatitis are recommended. It is recommended that riders bring any necessary medication for specific medical conditions and/or personal needs. Dancing Roads Dirt bike Tours Cambodia strongly advises that a helmet be worn for comfort and safety at all times while riding motorcycles.

### vii) Tour Structure & Itineraries

Dancing Roads reserves the right to change any tour in accordance with operating requirements or circumstances. We reserve the right to alter itineraries, travel routes and hotels as required by unforeseen circumstances including, but not limited to, vehicle defects; acts of God; detention, delays or expenses arising from quarantine, illness in remote places without medical facilities, strikes, thefts, pilferage, civil disturbance, bad weather, government restrictions or regulations; accidents involving elephant, foot, boat, bicycle or motor vehicle, or in any hotel, lodge, bungalow, guest house or camping services. Should cancellation by Dancing Roads be necessary, Dancing Roads will offer the consumer the choice of an alternative tour date or a full refund of all monies paid. Dancing Roads is not responsible for any other travel arrangements affected by our cancellation or changes nor liable for any losses incurred in relation to such arrangements. There will be no refund should the rider(s) be unable to complete the tour for reasons including, but not limited to personal injury and riding ability.

### viii) Refusal - Rejection - Exclusion

Dancing Roads reserves the right to reject or refuse any consumer, registered or prospective. Dancing Roads further reserves the right to exclude any consumer from the remainder of the tour if found to pose a threat and/or danger to themselves and/or other tour participants. No refund will be made under these circumstances.

### ix) Responsibilities

Any information or advice provided by Dancing Roads on matters such as permits, visas, climate, clothing, baggage, special equipment, *inter alia*, is given in good faith but without responsibility on its part, and the consumer accepts responsibility for obtaining any necessary visas and travel documents required for the tour.

It is the responsibility of Dancing Roads to properly arrange and conduct the consumer's tour in accordance with the tour descriptions contained herein. However, Dancing Roads and its agents shall not be responsible, and shall not accept liability, for any claims, damages, losses, costs or expenses arising from:

- a Personal injury, disease, sickness, death or damage to property while engaged in or by reason of participation on any Dancing Roads unless arising from the negligence of Dancing Roads in relation to a risk not willingly undertaken by the consumer (*See Clause 6 above*)
- b Personal injury, disease, sickness, death or damage to property arising from maintenance, operation, control, or use of any hotel, boat, restaurant or other common carrier used in conjunction with the tour. Dancing Roads and its agents act only in the capacity of an agent of land transportation other than the motorcycles provided, sightseeing and tour operators and hotels providing services included in the specified tour.
- c Loss or damage to luggage or other property. (We recommend you purchase travel insurance covering loss, damage or theft of luggage and personal belongings.)
- d Any injury, damage, loss, accident, delay, or irregularity, liability or expense to person or property during a Dancing Roads Dirt bike Tour due to the actions of hotel operators, common carriers, and other suppliers and other causes beyond our control, including, but not limited to, a vehicle defect; acts of God; detention, delays or expenses arising from quarantine, illness in remote places without medical facilities, strikes, thefts, pilferage, civil disturbance, bad weather, government restrictions or regulations; accident involving elephant, foot, boat or motor vehicle, or in any hotel, lodge, bungalow, guest house or camping services.

### x) Severance

Each clause and sub-clause in this agreement shall be severable from all others and the validity of an individual clause shall not affect the validity of the agreement as a whole.

### xi) Jurisdiction

This contract shall be governed by English law.

### Warning:

Your booking is accepted on the understanding that you realise the hazards involved in a motorcycle holiday of this nature, including injury, disease, loss or damage to property, inconvenience or discomfort. Our philosophy allows for a certain degree of flexibility on the tours, in itineraries, activities and accommodation. It is a condition of travelling with us that you accept any necessary flexibility, local inadequacies or unpredictable events when they occur. You must abide by the authority of the tour leader and your payment of the tour deposit acknowledges this. If you have a complaint about your tour you must make it known to your tour leader as soon as possible so that s/he is able to take appropriate action at the earliest opportunity