

# Brettours

## TERMS & CONDITIONS

**The Contract.** A contract is deemed to exist once a booking has been made 'definite' by telephone, fax, email or letter, a deposit payment has been made AND a confirmation invoice has been issued by *Brettours*. In signing the Booking Form you accept these conditions, and on behalf of all other persons named on the booking form and/or invoice, including anyone added subsequently.

**Reservation and Payment.** Bookings are taken on a first come, first served basis and a deposit of **£200 per person/per tour** will secure your place(s). No booking is deemed confirmed until payment has been acknowledged by *Brettours*. On receipt of deposit (or full payment) you will receive a booking confirmation/invoice. Any balance due must be paid 8 weeks prior to departure date. If the outstanding balance is not received your place(s) could be cancelled. Payments can be made by:

**Payment direct to our account by BACS (quoting the confirmation number as the reference):** please request details  
OR

**PayPal** (deposit payments via PayPal on the **Book a Tour** page and you do not need to have a PayPal account. Balance payments can be made via PayPal and we can issue a PayPal payment request when the balance is due and you must supply a valid email address).

**Bookings 8 weeks (56 days or less) prior** to departure will only be accepted with full payment.

**You are responsible** for your own motorcycle, for the use of it and for any pillion with you.

**Insurance.** It is a condition of booking that you have appropriate travel, vehicle and breakdown insurance, which offers cover while motorcycling. This is NOT a part of your tour cost and it is your responsibility to provide this. *Brettours* accepts no responsibility for a customer's failure to arrange appropriate cover.

At this time, only Spain has agreed to honour the EHIC card up to the end of December 2020, therefore

**You are required** to take out your own holiday and medical insurance for the duration of the tour. This cover must include holiday cancellation, hospitalisation and/or repatriation in the event of an accident, illness and death.

(European Health Insurance Card (this replaces the old E111 certificate). These can be obtained by telephoning 0845 606 2030 (you will need your date of birth and NI number), online at [www.ehic.org.uk](http://www.ehic.org.uk) or get the forms from the Post Office (UK citizens only)).

**You must have** valid insurance for your motorcycle, for yourself and your pillion and it must cover you for the countries you will be visiting and you may also need a green card, check with your insurance broker.

**You are required to take out** motorcycle recovery for accidents or breakdown to enable you to continue your holiday and/or have your motorcycle repatriated. *Brettours* cannot transport your motorcycle in the event of an accident or breakdown. In the event of an accident, always report it to the police immediately and obtain an accident report number.

**If a motorcycle is out of order** (mechanical breakdown or accident) the repair or services will be the responsibility of the rider.

**You are required** to ride within the legal requirements of each country visited and *Brettours* cannot be held responsible for traffic or road conditions on each day of travel or the way you choose to ride the roads.

At this time, we do not know if visas will be required to visit any EU country

**Passports / Visas.** You must have a valid passport with at least 6 months validity after your return date. It is your responsibility to ensure this, to ensure that you comply with the entry regulations for the country(ies) you are visiting, to obtain and pay for any visas that may be required, and to take all necessary documentation. *Brettours* will not be liable if you fail to discharge these responsibilities.

**Driving License.** You must have a full UK driving license valid for group A vehicles (motorcycles), or national equivalent if you are not a UK resident. You may be required to get an International Driving Permit (IDP).

**Helmets.** It is a condition that you wear an approved crash helmet at all times when riding a motorcycle. *Brettours* accepts no liability for the condition of any crash helmet.

**What is Included.** Please see website information specific to the tour you require.

**What is not included.** Excluded from all prices given (unless specifically stated) are personal travel insurance, pre-and post-tour accommodation. Also excluded are fuel, oils, tolls, parking, clothing, food & drink additional to the specified meals and souvenirs.

**Amendments.** Reservation amendments by you following issue of a confirmation invoice and/or receipt of full payment must be made in writing, and incur an amendment fee of £25.

**Cancellation by Customer. Cancellation is only effective when written notification is received by Brettours.** It is your responsibility to ensure such notification is received. Cancellation charges as follow:

- Up to 56 days before date of travel £100 per person
- 55-43 days before date of travel 50% of full price of tour
- 42 days and up to date of travel 100% of full price of tour
- A no-show always incurs 100% cancellation charge

If you are prevented from travelling for any reason, you may transfer the booking to another person providing that a minimum of 2 weeks notice is given. All amendments to the original booking may be subject to an administration fee of £25.

**Refunds.** If for any reason a participant decides to leave the tour before the end he/she will not be refunded.

**Cancellation by Brettours.** (a) *Brettours* reserves the right, in any circumstances, to cancel your booking, giving you six weeks notification (except in circumstances beyond our control). **Should the acceptable minimum** of places on the tour not be reached we will offer you: a) full refund b) comparable alternative. If there is no suitable alternative, then the tour cost will be refunded in full, which will constitute full settlement. *Brettours* is under no obligation to refund the cost of additional arrangements not made with *Brettours*. (b) *Brettours* and its suppliers reserve the right to accept, decline or retain any customer from any tour at any time, and to cancel any contract on grounds of non-compliance with these Terms and Conditions, those of our supplier, local traffic regulations or the supplier's requirements for group travel. In such circumstances no refund will be due. Customers agree to accept the authority and rules of *Brettours* and its suppliers and guides.

**Force Majeure.** *Brettours*, our Agents, Assigns, Suppliers and Contractors accept no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from circumstances outside our control, such as but not restricted to: war or threat of war, riot, industrial dispute, civil strife, fire, adverse weather conditions, terrorist activity, natural and nuclear disaster, technical problems with transport, computer malfunction, cancellation of scheduled or charter airlines, ferries, closure or congestion of airports or ports, disease or financial failure of suppliers. UK Foreign Office advice at the date of travel is regarded as decisive where relevant. In the event of a delay you will be responsible for providing your own meals and accommodation.

**Tour description.** While every effort is made to be as accurate as possible on our website descriptions, *Brettours* reserves the right to amend tour itineraries before travel, and to amend itineraries during a tour if, in the professional opinion of the tour guide, so required by local circumstances or the number or riding ability of the tour participants.

**Riding Areas.** When group touring, it is your responsibility to follow any instructions and information issued by the tour leader. When hiring a motorcycle, you must obey the restrictions imposed by your supplier. As a general rule, you must not travel on private roads, and motorcycles must not be taken off-road without prior agreement. Breaches of restrictions may invalidate travel and motorcycle insurances.

*Brettours* shall not be held liable or **responsible for** death, personal injury or illness caused by activities in which a participant engages which is outside the itinerary of the tour.

**Sometimes special diets** present problems for the hotels and although we do advise them of individual requirements it is not always possible to meet special dietary needs.

**Complaints.** If you have a complaint about the service that you have received from *Brettours* or our suppliers, we require you to do the following. 1. Lodge the complaint with *Brettours* as soon as possible during your holiday, to allow us the opportunity to rectify the cause of the complaint. Failure to do so may reduce or extinguish your legal rights. We reserve the right to dismiss any complaint that is not lodged until the completion of your holiday or later. 2. If the issue is not resolved at the time, follow this up in writing to *Brettours* within 31 days of the completion of your tour. All complaints will be acknowledged within 7 days of receipt, and we aim to respond in full within 31 days. If your complaint remains unresolved, it may be referred (with your agreement) to an English Court of Law.

**Data Protection.** In order to process your booking or respond to an enquiry, we need to collect personal data from you. This may include full names, address, contact details, credit/debit card details, passport information, special requirements and

anything deemed relevant to your holiday. All persons travelling agree to provide this data. This data is held by *Brettours* and will be processed solely for the purposes of providing our services to you and not for any other purpose except where such processing is require by any applicable law, regulation or governmental authority. Your personal data may be shared with third parties such as our suppliers, but only for internal analytical purposes.

**Jurisdiction.** This contract and any matters arising from it are subject to the jurisdiction of the courts of England and Wales.

**BRETTOURS**

**UK:** 20 High Street, Billericay, Essex, CM12 9BQ

**Spain:** Brett 293, Ctra. Moraira-Teulada 62, C.C. Barclays, 03724 Moraira, Alicante, Spain

**TELEPHONE**

**From UK: 0844 704 1023** (local rate call)

**UK Mobile: 0044 (0) 7970 016454**

**OR**

**0034 965 050 285**

