

HEAR THE ROAD

MOTORCYCLE TOURS ITALY

Hear The Road Terms and Conditions

By signing the booking form, you accept the following terms and conditions between Hear The Road srl and yourself (participant).

1. Provider

Our tours are created by Associazione Culturale Hear The Road and organized and marketed by Hear The Road srl, Via Paolo Emilio 10, 00192 Roma Italia (HTR for purposes of these Terms and Conditions).

2. Object of the contract

Object of the contract is

- the “guided tour” as defined in HTR website or
- the “self-guided tour” as detailed in our offer sent by email, with the price and all the inclusions and exclusions specified therein. Any extra service or special price offered must be proved in writing.

3. Booking, deposit and payment

Acceptance of reservation is subject to confirmation from the Tour organizer pending of availability.

A reservation is complete when the participant submits a signed booking form and the required deposit.

The tour is designed on a minimum number of participants, therefore has to be confirmed by HTR; if the minimum number of participants isn't reached, HTR reserves the right to cancel the tour or run it with a different format, and in case of cancellation refunds the total amount of the deposit.

When the tour is confirmed by HTR, the balance is due 60 days before the starting day. If the balance due is not received 60 days before the starting day, HTR reserves the right to cancel the reservation.

Single travellers must agree to pay a single-occupancy supplement for lodging in case shared accommodation is not available.

4. Participant duties

It is recommended that participants should be in perfect health. Participants are requested to advise in advance about any health or medical problem they may suffer from.

Participant is fully aware of the risks and dangers involved in motorcycle riding and in track activities potentially suggested as a supplemental activity to the tour and accepts full liability.

During the tour, participant is obliged:

- to comply with passport and visa regulations;
- to comply with driving license requirements and traffic rules;
- to wear appropriate safety and protective attire at all times while operating a motorcycle;
- to operate said motorcycle on paved surfaces only and Participants specifically agree not to engage in off-road traveling, unless accompanied by and directed by a tour leader;
- to obey all ordinances, rules, regulations and laws;
- not to consume alcoholic beverages or any illegal substances prior to or during the motorcycle driving;
- to get along with other participants;
and is liable for:
- any consequence resulting from non-compliance;
- any traffic tickets received during the tour.

In any case of non-compliance, HTR reserves the right:

- to revoke the contract and remove the participant;
- to apply a service charge for all unpaid tickets.

In case a participant should leave the group during the tour trip for any reason, he will act at his own risk and will not be entitled to make any claim against HTR.

5. **Motorcycle**

Motorcycle, which is part of the tour package, is provided by third-party motorcycle rental companies carefully chosen by HTR and are insured with a third party liability insurance and a vehicle fire and theft insurance.

Collecting the motorcycle, participant driver will be required to subscribe a rental contract with the rental company and leave a security deposit of amount depending on the class of motorcycle, by preauthorization on a credit card (Visa and Mastercard preferred, not every rental company accepts Amex).

HTR reserves the right to substitute, due to force majeure (such as mechanical problems, damage, theft etc.), a chosen motorcycle with a motorcycle of the same class, and will make every effort to contact the participant prior to any substitution.

Damage to the motorcycle caused by the participant or theft or the inability of the participant to ride the motorcycle does not entitle to any reimbursement.

In case of failure to the motorcycle or theft during the tour, HTR will do its best to supply a spare motorcycle, but is not obliged to replace the motorcycle.

6. **Accommodations**

HTR does not own, operate, act as agent for, or have any agreements with any provider of amenities or accommodations. HTR acts merely as a liaison between participants and the provider of amenities and accommodations. Participants agree that HTR shall not be held liable or responsible for any losses or damages caused by any provider of amenities or accommodations, including but not limited to, overbooking, downgrading, lost reservations, inadequate facilities, and other injury caused by said providers whether direct or indirect.

7. **Changes to the program – Incomplete fulfilment**

In circumstances of force majeure as strikes, natural disasters, unfavourable weather conditions, delays in air or sea transportation, accidents, mechanical breakdowns, and other

unforeseeable problems, itinerary may be subject to amendments as determined by travel staff, and this may prevent participants from availing themselves of some services; therefore contingent extra expenses and/or services not available or not recoverable under such circumstances will not be reimbursable. Participant agrees to accept henceforth such program changes or amendments, renouncing claims for reimbursement or indemnity.

8. Transfer of contract

In case participant is unable to avail himself of the purchased travel package, the contract can be transferred to a third person, provided that the third party meets all other necessary conditions and requirements for the fruition of the services included in the package. In case of contract transfer, HTR must be notified of the transfer at least 20 days prior to tour departure date, specifying personal details of the transferee.

9. Cancellation

In case of a customer canceling his/her booking after confirmation, HTR reserves the right to withhold the deposit/tour charge in part for costs incurred. Cancellation fee are as follows.

- Up to 60 days prior to the starting date, HTR holds the deposit, that you can use for another tour in the same or in the following year;
- between 59 and 10 days prior to the starting date you lose the deposit. HTR holds the balance that you can use for another tour in the same or in the following year.
- from 9 days prior to the starting date you lose 50% of the total amount. HTR holds the remaining 50% that you can use for another tour in the same or in the following year.

No exception to this policy can be made for any reason. Trip cancellation insurance is strongly recommended.

REIMBURSEMENT DUE TO COVID 19

Usually all HTR Tours are confirmed 60 days before they start. Exceptionally, in 2022, because of the Pandemic situation, the Tours will be confirmed 30 days before they start.

If Clients cannot join the tour for any of the following reasons:

- Their Country puts in place restrictions for travelling as a tourist in Italy.
- Italy puts in place restrictions for travelling as a tourist in Italy.
- Cancellation on behalf of HTR due to direct and/or indirect consequences of Covid 19.

CLIENTS WILL BE COMPLETELY REIMBURSED (Deposit or Full Amount).

Policy for any Client that falls sick with Covid 19 or Omicron, after the Tour has been confirmed by HTR:

- Between 30 and 10 days prior to the starting date Clients lose their deposit. HTR holds the balance which can be used for another tour in the same or in the following year.
- From 9 days prior to the starting date Clients lose 50% of the total amount. HTR holds the remaining 50% that can be used for another tour in the same or in the following year.

10. HTR liability

Beyond the cases of incomplete fulfillment mentioned above, HTR is held to refund the cost of the part of the tour not provided. In no case HTR will be held to pay any amount exceeding the total cost of the tour.

Participants expressly acknowledge and agree that operating a motorcycle is dangerous and involves risk of serious bodily injury or death and property damages, and rent the motorcycle only on their own assessment of their own abilities. In consideration of being permitted to operate and ride said motorcycle and other valuable consideration, participants do for themselves, their heirs, executors, administrators, and assigns, hereby release and forever discharge HTR and HTR's agents, employees, members, owners, and assigns of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident which may occur or any activities in the operation of the motorcycle whether by negligence or otherwise. Participants agree to indemnify HTR against all claims, losses, causes of actions, and expenses, including legal expenses, arising from the use, maintenance and operation of the rented motorcycle and for the duration of the tour. Participants agree to pay full amount due to HTR on any claim arising from his/her usage of the rented motorcycle. HTR reserves the right to substitute the rented motorcycle confirmed to participants. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, delay in manufacture fleet delivery, mechanical failure, collision damage and theft. Should HTR not be able to provide confirmed motorcycle, a similar or better model will be provided to participants. This constitutes the maximum liability of HTR.

11. Image use rights

Photos and videos produced by HTR are the property of HTR. The copyrights rest with HTR. HTR can use all such material for advertising and marketing purposes, including images in which participants can be recognized, without any charge from the participant. Participants who submit photos to HTR agree to allow the use of such photos by HTR for advertising and marketing purposes.

12. Competent Court

For any dispute the Rome Tribunal will be the sole competent court.