

General terms & conditions - Explore360° AB - motorcycle tours

1. Agreement

1.1 The Promoter (Explore360°) is responsible to the passenger for what he is entitled to claim as a result of the agreement. He has also responsibility for the services to be performed by someone other than the organizer. If the dealer is a party to the agreement, he is responsible to the traveller in the same way as organizer.

1.2 Information in the tour operator catalogues and brochures are binding on him. An organizer may change the information in the catalogues or brochures before agreement was reached. However, this should only be done if an express reservation that has been made in the catalogue or brochure and if the traveller is clearly informed of the changes.

1.3 The Promoter shall keep the traveller informed on issues of importance to the traveller related to the agreement.

1.4 An extension of the tour or special event is part of the contract only if it is sold or marketed together with the main event for an inclusive price, or for separate prices are linked.

1.5 The Agreement is binding on the parties when the organizer has confirmed in writing and paid the agreed deposit according to the organizer's instructions. The organizer must reaffirm the order via email.

2. Payment of the tour.

2.1 The traveller shall pay the price no later than the date specified in the agreement.

2.2 The Promoter shall not require payment of the balance of the fare earlier than 30 days before departure, unless otherwise agreed.

2.3 The Promoter may, upon the confirmation take a first instalment (deposit) plus any expenses for flight, ferry ticket(s), etc. or other immediate costs of permits, licenses, etc. The application fee must be reasonable in relation to the price of the trip and circumstances of general.

2.4 If the traveller does not pay the price in accordance with the Agreement, the organizer has the right to terminate the contract and retain the deposit as damages unless this is unreasonable.

2.5. In case of no payment or late payment, any additional costs will be paid by the traveller.

3. Travellers right to cancel the tour.

- The price of the trip does not include the fee that the traveller has to pay for their own cancellation insurance.

- Cancellation cost of Explore360° is a minimum of 500 Swedish kroner (SEK) / 50 € for administration fee per passenger.

3.1 The passenger has the right to cancel the tour as follows:

3.1.1 If cancelled more than **60 days** before departure are the cost up to 10% of the tour price but not less than 500 SEK.

3.1.2 Should cancellation occur thereafter but more than **30 days before departure (<60 days >30 days)**, payment of a charge equivalent to 50% of the tour price, but not less than 2.500 SEK.

3.1.3 In case of cancellation **later than 30 days before departure (< 30 days)**, the passenger must pay 100 % of the price.

3.1.4. Deviations from Article 3.1.1 - 3.1.3 occurs when third parties, such as airlines, shipping companies and accommodations are used. The passenger is obliged to pay any cancellation charges as third party in excess of the above amounts.

3.2 Passenger who has cancellation-insurance has the right to cancel the tour, as follows:

- In determining the price of the trip must be in the tour price does not included the fee that the traveller has paid for cancellation insurance.

- In case of cancellation under paragraph 3.2 , the traveller is not entitled to recover what he / she paid for the cancellation insurance.

3.2.1 Cancellation can be made if the passenger or his/her spouse/partner, the traveller or his/her spouse or partner's relative in the ascending or descending line, brother or sister, or person with whom the Traveller booked the trip prior to departure but after the agreement has become binding for the passenger in accordance with paragraph 1.5 of serious illness, worsening illness or accident and this event is of such a nature , that the traveller can not reasonably make the trip.

3.2.2 Cancellation can be made when other event affects the traveller after the agreement has become binding under paragraph 1.5. The incident is of such intervention in nature for the traveller that it is not reasonable to demand that he/she must join the tour. Such an accident can be for example a fire in their own home or the motorcycle being stolen.

3.2.3 Cancellation can be made if the person with whom the Traveller will cancel the reservation under paragraphs 3.2.2 or 3.2.3 and it is unfair that the traveller has to join the journey without the other person's company (when traveling as partners/ a couple).

3.2.4 The Traveler is not entitled to a refund in case of pregnancy later than the 28th week of pregnancy or childbirth, and/or if the trip was booked against medical advice against.

3.2.5 Passengers agreed on joint accommodation with another traveller / other travellers who cancelled the trip with paragraphs 3.2.2 -3.2.4 shall receive the accommodation of the same standard as under the contract at the agreed or equivalent hotel / resort the room / apartment which is in terms of size adapted to the remaining number of travellers at no extra cost.

3.2.6 The traveller must cancel the reservation as soon as possible after the reason for cancelling has arisen. The basis for the cancellation shall be reliably substantiated by medical and/or kinship certificate.

3.3 Cancellation must be in writing by post or by e- mail.



3.4 After cancellation, the amount that the Traveller will be refunded will be transferred without delay and no later than 14 days after the cancellation (when applicable).

4. Explore360° AB 's right to cancel the tour

4.1. Explore360° reserves the right to cancel a tour or change the date because of too few reservations or at the tour leaders any illness or force majeure (severe weather conditions or other (personal) circumstances) that Explore360° has no control of. If that happens, Explore360° has to repay the amount the Traveller have already paid.

4.2 If the trip is cancelled by Explore360° of the reasons mentioned in 4.1, Explore360° will try to offer another trip of the same quality.

4.3 In case of cancellation under Article 4.1 and 4.2 ° Explore360° can not be hold responsible for the costs that the participants have already made, such as flight-tickets, visas, travel insurance, cancellation-insurance, vaccinations, travel clothing, etc.

4.4 If the tour guide would be unable to pursue during the trip, Explore360° does not guarantee the tour program is fulfilled according to planned schedule. If such occurs, Explore360° will make every effort to substitute another tour guide as quickly as possible. Any financial obligations of Explore360° which can not be met due to the lack of a guide for a certain period of the trip will be refunded to the traveller by Explore360°.

4.5 Explore360° disclaims any responsibility for the traveller who, for various reasons but not due to Explore360°, cannot fulfil the tour.

5 Explore360° AB's right for changes before the tour

5.1 Explore360° has the right to change the contract terms. The organizer may change the terms of the contract to the traveller's detriment only if it is clear from the contract that this may happen.

5.2 Passenger's right to withdraw. The traveller may withdraw from the contract if the organizer explains that he will not perform what he has undertaken, and the breach is of major importance to the traveller. The traveller may also withdraw from the contract if the terms are substantially changed to his / her detriment. If the organizer intends to break the contract or if he wants to change the terms of the contract, he shall notify the traveller as soon as possible, taking notice of their right to withdraw from the agreement pursuant to the first paragraph. The passenger shall in due time inform the organizer or retailer if he / she wishes to withdraw. S / he does not, he loses his / her / their right to withdraw.

5.3 Passenger's right to re-book. According to the traveller Agreement under Section 5.2, he / she is entitled to another package that is of equal or higher quality if the organizer or retailer can offer this. If the traveller accepts a cheaper substitute trip, he / she is entitled to compensation for the price difference. If the traveller refrains from exercising his right to compensation trip, or if such a trip is not offered, he / she should get back what he / she has paid under the contract. The first and second paragraphs shall also apply if Explore360° cancels the trip without it being the fault of the traveller.

5.4 The Traveller's right to compensation in case of cancellation of a tour by the Explore360°. In the cases referred to in paragraph 5.3, the traveller is entitled to damages from the organizer, if it is reasonable. No entitlement to damages are granted when Explore360° shows that:

- a) There are fewer people than in the agreement specified minimum number registered for the trip and the traveller within 30 days prior to departure in writing or via email informed that the trip cancellation or;
- b) that the journey could not be completed due to an impediment beyond the Promotor's control that he could not reasonably have foreseen when the contract was concluded and which consequences could not reasonably have avoided or overcome. Is it because someone else then the Promotor will conduct the trip which has been cancelled. The Promotor is free from claims under subparagraph b only if the person whom he has engaged would be free under this provision. The same applies if the cause is related to someone else in an earlier stage.

5.5 Amendment of the price. Occurs for the organizer after the contract as per 1.5 above become binding on the parties, the organizer may raise the price of the journey by an amount equal to cost of these depends on:

- a) Changes in transport
- b) Changes in taxes (VAT, etc), duties or charges for services included in the tour or;
- c) Changes in currency exchange rates affect the costs of the trip. The price shall be increased by an amount equal to the traveler's share of the cost increase organizer affected by the implementation of the Agreement, provided that this cost is of a kind specified in 1-3 above in this paragraph. The price cannot be increased during the last 10 days before the agreed date of departure. The Promoter will as soon as possible, inform the traveller about the price change.

5.6 The organizer and passenger's right to terminate the agreement at intervening events, etc. Both the organizer/ Promotor and the passenger has the right to cancel the contract if, after the agreement has become binding on the parties pursuant to Section 1.5 on or near destination or along the planned route occurs disaster, act of war, general strike or other significant dangerous events, which substantially could affect the travel or the conditions at the destination at the time the trip will be implemented. In order to investigate the incident is of such a serious nature as above mentioned, competent national/international authorities (like embassies) will be consulted.

6 Changes after departure by Explore360°

6.1 Loss of achievements. If your departure a significant part of the contracted services cannot be provided, the Promoter shall arrange suitable alternative arrangements at no extra cost to the passenger. Can compensation arrangements not arranged or reject traveller on acceptable grounds such arrangements, the organizer, if it is reasonable, at no additional cost to the traveller provide equivalent transport back to the place of departure or to



another place which the traveller agrees. If a change in the agreement under the first or second paragraph, a deterioration of the traveller, he/she is, if it is reasonable, is entitled to a price reduction and damages.

6.2 Other mistakes. At the other errors in the contract services other than those specified in 6.1, the traveller is entitled to a price reduction and damages, unless the error is due to him / her. The traveller is not entitled to damages, if the organizer shows that the error is due to an impediment beyond the organizer's control that he could not reasonably have foreseen when the contract was concluded and whose consequences he could not reasonably have avoided or overcome. If the fault lies with someone the organizer has engaged, the organizer is free from liability under the second paragraph of the person whom he has engaged would be free under this provision. The same applies if the fault lies with someone else at an earlier stage. When faults are rooted in the circumstances described in the second or third paragraph, the organizer must immediately provide the traveller with the necessary assistance.

7. Organizer's responsibility.

7.1 Explore360° is not responsible for the consequences of:

- a)** War, threat of war, riot, strike, terrorism, crime, shortages, disruptions, delays of (public) transport;
- b)** The social disruption and possible additional costs caused by natural disasters and serious accidents;
- c)** The mistakes of others and third parties who do not meet their obligations, such as airlines, travel agents, accommodation, etc.;
- d)** Additional costs due to flight, ferry or the like is delayed or cancelled.

7.2 Due to the adventurous nature of the trip, it may, due to local conditions such as dense fog, high winds, extreme snowfall, avalanches, torrential rain, washed away roads, broken bridges, technical problems, be necessary to make changes in the itinerary. Explore360° is not responsible for additional costs, such as modified schedules, repatriation, transportation of motorcycle, extra accommodation or similar expenses that may arise. Explore360° is neither liable for the loss of income incurred as a result of any changes.

7.3 Would the passenger during the journey to get into trouble, is Explore360° obliged to provide the necessary help and assistance as Explore360° can offer under the circumstances. All subsequent costs will be carried by the travellers.

8 Complaints and corrections.

8.1 The traveller may not claim error in what he / she is entitled to claim as a result of the contract, if he / she does not within a reasonable time after he / she has or should have noticed the error notify the organizer or retailer about the error (not later than 1 month after the tour). This should if possible be done immediately.

8.2 Notwithstanding 8.1, the traveller can file a complaint, if the organizer or retailer has acted with gross negligence.

8.3 If the traveller files a complaint that is justified, the organizer or his local representative immediately take steps to find a suitable solution.

9. Traveller's responsibility during the trip

9.1 Follow the instructions given by the guides/staff of Explore360°.

9.1.1 The traveller is obliged to follow the instructions for the trip provided by the tour leader or other person who engages organizer. The traveller is obliged to respect the rules that apply to travel and for transportation, hotels, etc. and behave so that fellow passengers or others are not disturbed. If the traveller breaches this, the Promoter may cancel the contract.

9.1.2 If a traveller behave recklessly, risking their own and / or the lives of others, in his/her handling of his motorcycle or otherwise, owns Explore360° the right to cancel the traveller's participation, without any repayment obligation of any payment made for the trip. The traveller cannot impose additional financial claim against Explore360° with respect to that situation.

9.1.3 If the traveller is influenced by alcohol and/or drugs while or within reasonable time before riding motorcycle, owns Explore360° the right to cancel the traveller's participation without any repayment obligation of any payment made for the trip. The traveller can't, if this occurs, impose additional financial claim against Explore360° with respect to that situation.

9.1.4 . The traveller is responsible for any damage he causes to Explore360° through negligence, incompetence, for example, by not following the rules and regulations or advice given by Explore360°. It is also for the traveller to pay damages if the organizer hires someone to participate or assist in the execution of the tour.

9.2 Passports, visas, health regulations, etc. before the contract is concluded, the organizer informs the traveller about the health rules that will be applicable during the trip as well, insofar as it is relevant for the traveller. The traveller, however, is solely responsible for observing necessary formalities for the trip, such as holding a valid passport, visa, vaccinations, and medical-, travel-, transport-and/or cancellations-insurance. The traveller is responsible for all costs incurred due to deficiencies in the formalities, such as repatriation due to the absence of a passport.

9.4 Deviating from the arrangement. The traveller that is deviating from the arrangement once the trip has started, is required to notify the organizer or their representatives.

10 Dispute Resolutions. Parties should try to resolve the dispute regarding the interpretation or application of the agreement through negotiations. If the parties cannot agree, the dispute may be adjudicated by the Swedish National Board for Consumer Disputes (ARN).

