

## **General business and travel contract conditions ZEBRAFARI**

Please read the following general terms and conditions of business and travel (hereinafter referred to as GTC) of zebrafari motorbike adventures (a brand of zebrafari adventures GmbH i.G., hereinafter referred to as ZEBRAFARI) carefully, according to which your trip is organized.

### **FOREWORD**

ZEBRAFARI trips are not package tours, where all the details are already fixed at the time of booking, but accompanied tours with an adventure character, sometimes in the sense of a voyage of discovery.

On continents such as Africa, Asia or South America, even with a well-organized adventure trip, not all travel circumstances can be foreseen or controlled or eventualities can be organized. Even with good organization, solid material and experienced staff, there is still a certain residual risk and we expect you to bear this risk together. Of course, this has its limits and as the organizer we will do our utmost to make you a satisfied fellow traveller.

### **SUBJECT OF CONTRACT**

With the motorcycle adventure trips organized by ZEBRAFARI, we undertake to organize and carry out your trip in accordance with the information and descriptions on the website [www.zebrafari.de](http://www.zebrafari.de) on the Internet and to provide all other services that we offer you with the adventure trip you have chosen.

### **REGISTRATION AND CONCLUSION OF THE TRAVEL CONTRACT**

You can register in writing, by email or using the registration form (our recommendation!) on the ZEBRAFARI homepage.

Your registration or booking is only considered successful and binding if you receive a written booking confirmation including a down payment invoice from ZEBRAFARI. There is no entitlement to participate.

When booking, the terms and conditions published on the ZEBRAFARI homepage apply and with your registration you accept the ZEBRAFARI terms and conditions applicable at that time.

### **CONDITIONS OF PARTICIPATION**

In order to be able to take part in the trip, each participant must submit a written declaration of liability.

Prerequisite for participation is the payment of the deposit requested after booking/registration within 10 days.

If ZEBRAFARI cannot accept the booking, any deposit already paid will be refunded.

### **PAYMENT TERMS**

The price of the respective trip can be found on the corresponding page of the homepage and the trip description. All travel prices are per person and in euros.

Due to the current special circumstances, ZEBRAFARI reserves the right to adjust the travel price by a maximum of 15% if one of the following conditions occurs:

- Minimum number of participants not reached
- The time between registration and the start of the trip is more than 6 months
- Significant, unforeseeable increases in costs for the organizer during preparation, on site or during container transport

After the notification of an increase in the travel price of more than 10%, you have the right to withdraw from the contract within 10 working days and you will be reimbursed for payments already made.

A deposit of 10% of the travel price, but no more than EUR 450, is due with the booking confirmation and we will give you the security certificate in accordance with Section 651k, Paragraph 3 of the German Civil Code.

Please note: If the deposit is not made within 10 days after the booking confirmation, the booking confirmation is no longer valid!

The entire travel price minus the deposit paid is due 40 days before journey start. The start of the journey is the day the container is loaded, approximately 7-10 weeks before the start of the tour.

Our urgent advice is to take out travel cancellation insurance.

## **WITHDRAWAL OF THE TRAVELER**

### **Before departure (= start of journey = day of container loading)**

The participant can withdraw from the travel contract in writing at any time before the start of the trip. From the day the container is loaded, the trip is considered to have started if the motorcycle has been loaded and the transport has begun.

In the event of cancellation by the traveller, the following cancellation conditions apply. The cancellation costs depend on the time remaining before the start of the trip (= container loading approx. 7-10 weeks before the start of the tour):

More than 90 days: 450 euros  
90-61 days: 25% from cruise fare  
60-31 days: 50% from the tour price  
30-8 days: 80% from the tour price  
7 days or less: 100% from the tour price

A replacement designation is possible by assuming all rights and obligations if all requirements and conditions for the trip are met.

If the travel price is not paid in full at least 30 days before the start of the trip, this is considered a cancellation declared by the customer and the above cancellation costs/cancellation flat rates are due.

### **After departure**

There will be no reimbursement or reimbursement from the start of the trip (inclusive) if a traveller ..

- services are not used
- the trip breaks off prematurely without the organizer being responsible for it
- has to interrupt the trip for health reasons, lack of fitness or insufficient driving skills

In all of the aforementioned cases, any additional costs are borne by the traveller and all claims by ZEBRAFARI on the travel price remain unaffected.

## **TERMINATION BY THE ORGANIZER**

### **Before you travel**

ZEBRAFARI reserves the right to cancel a trip if the minimum number of participants is not reached. In this case, notification will be made up to 30 days before the start of the trip and travel prices already

paid will be reimbursed. Any further claims - in particular for the reimbursement of any cancellation costs for flights and other passages etc. - do not exist.

### **Before or after departure**

If a cancellation occurs due to force majeure (e.g. natural disasters, pandemics, armed conflicts, unrest, strikes, etc.) or if the legal or political situation prevents the execution or continuation of the trip, the organizer can also cancel the trip after the above-mentioned period or cancel.

In such cases, ZEBRAFARI reserves the right to change the trip after hearing the participants in order to make it easier or still possible to continue.

Any additional costs of changing the trip or cancelling it (additional flights and overnight stays, evacuations, etc.) will be offset against possible savings and divided equally between the contracting parties.

Claims for damages or compensation for pain and suffering due to missed vacation, lost vacation joy, frustration or useless vacation time are excluded.

### **After departure**

The travel contract can be terminated by ZEBRAFARI after the start of the trip for the following reasons if the traveller:

- disrupts the trip or its execution even after a warning
- does not follow important instructions from the tour guide (in particular with regard to safety and routing) or the guide(s), even after a warning
- puts himself or others at risk
- behaves grossly contrary to contract or immorality
- violates the ZEBRAFARI Code of Conduct

In all of the aforementioned cases, any additional costs are borne by the traveller and all claims by ZEBRAFARI on the travel price remain unaffected.

### **LIABILITY BY ZEBRAFARI**

ZEBRAFARI is also liable within the scope of its precautionary and due diligence obligations like a prudent businessman for the conscientious organization, preparation and implementation of the trips, as well as the provision of services in accordance with the brochure or advertisement by carefully selected service providers (e.g. guides, tour guides, etc.).

The liability of ZEBRAFARI is limited to the amount of the travel price if...

- the damage did not occur or was caused intentionally or through gross negligence
- the damage was caused by a service provider and ZEBRAFARI is responsible

Participants take part in our adventure trips at their own risk. ZEBRAFARI is liable within the scope of the legal regulations, but not for damages that may arise due to the special character of such a trip.

ZEBRAFARI is not liable for external services that are marked as such.

Furthermore, ZEBRAFARI is not liable for special accidents and risks that may occur during the activities and events of such an adventure trip:

- directly or indirectly with vehicles (e.g. use of a car, off-road vehicle, motorcycle, etc. also for maintenance, repair and refuelling)
- Camping, cooking and baking (also with fire/gas, loading/unloading escort vehicles etc.)
- Crossing or crossing rivers, on foot or swimming, with or without a vehicle, on bridges, temporary or suspension bridges, tree trunks, etc.
- on water (e.g. when bathing, when using boats, ferries, rafts, ship passages etc.)
- in the air (e.g. on an air or balloon ride, paragliding, ...)
- Hiking in forest, bush, swamp, desert, mountainous terrain etc.
- through animals, plants, climate and peculiarities of the landscapes on the route
- Failure of your own vehicle and its consequences/consequences (e.g. change of route, trip interruption, later return and therefore missed transfers, passages, flights, etc.)
- Damage to or accidents with the motorcycle
- Luggage, bags, tank bags, equipment etc. of the participants, even if it has been handed over to ZEBRAFARI
- Damage, loss or late delivery of luggage, suitcases, etc.
- We recommend taking out luggage insurance
- When transporting vehicles/motorcycles, luggage and people on or in escort vehicles, trailers, ships/ferries or also for air freight
- Loss or theft of the motorcycle
- **Exception:** Transport insurance for the motorcycles in the container up to a maximum of EUR 5,000 gross coverage per motorcycle will be taken over by zebrafari. Additional vehicle values can be optionally insured by the participants themselves (2% of the additional sum insured). Please note: the transport insurance is only the motorcycle itself is insured, i.e. luggage and equipment are not insured!  
Small damages to the motorcycle caused by movements in the container are not included.

## DUTY TO COOPERATE

The participant is obliged to inform the tour operator immediately if he has not received his travel documents in time.

On our adventure trips there is a general obligation for all participants to cooperate in the elimination or alleviation of impairments in order to avoid the effects and possible damage to the group or to keep them to a minimum.

In the event of disruptions in the provision of travel services, the participant is obliged to inform the tour operator or guide on site immediately. They have the task of providing a remedy or at least a replacement of equal value.

Claims due to non-provided or insufficient travel services must be asserted in writing no later than 30 days after the end of the trip and expire 6 months after the end of the trip. Prerequisites for reduction claims are immediate complaints on site and compliance with the above deadlines.

## ENTRY AND EXIT REQUIREMENTS

As a registered participant, you will receive information from ZEBRAFARI on the expected entry and exit regulations, also with regard to

- Passport (valid for at least 6 months from entry, at least 2 free pages + at least 1 additional free page per additional country)
- Visa (usually available at the airport, please inform in advance if necessary, ...)
- Customs (in certain destination regions you need a Carnet de Passage for the motorcycle)
- Currency (e.g., how much cash) and
- Health regulations (vaccinations, etc.)

We support German citizens with the visa and our foreign participants please inform themselves. Visa costs will not be covered.

In any case, check the validity and completeness of your travel documents in good time before departure! Our recommendation is no later than 3 months before the start of the tour!

All participants are responsible for complying with the regulations themselves and bear the direct and indirect costs arising from this. ZEBRAFARI requires each participant to have a valid driver's license or international driver's license for the vehicle being carried.

## INSURANCES

The travel participants are responsible for adequate insurance cover themselves. In the event of illness or an accident, ZEBRAFARI and its service providers will work together with the group to find solutions for the best possible care, also together with local emergency services. ZEBRAFARI's responsibility ends with the handover to an aid organization of your insurance company.

ZEBRAFARI's urgent recommendation is to take out several insurance policies with one or different providers in order to cover the entire spectrum. What is meant by this are:

- Risks from accidents (not only with your own motorcycle)
- Costs in the event of cancellation or interruption of the trip through to evacuation and return transport
- diseases and health factors

In order to cover the aforementioned area, the following insurance policies are specifically involved, which are also available in packages depending on the provider:

- International health insurance for ALL countries visited (usually only costs a few euros!)
- accident insurance abroad
- Trip cancellation, trip interruption and trip return insurance

Please note:

- Co-drivers in the support vehicle are not automatically insured and also need insurance
- the insurance policies taken out must be valid in all countries visited
- You should carry a copy of all important insurance information, including emergency numbers, with you electronically

**DANGER:**

Standard terms and conditions of insurance exclude benefits in circumstances one would expect.

Example:

No reimbursement of travel cancellation costs if the cancellation is due to a pandemic travel warning or because next of kin become ill.

However, the insurance will cover the travel cancellation costs if you are ill yourself.

**FEATURES OF ZEBRAFARI TRIPS**

On the ZEBRAFARI adventure tours, you travel to countries whose infrastructure, traffic, authorities/administration/customs, medicine, water supply, food, Internet, etc. do not reach your usual level. There may be unforeseen delays, surprises, supply failures, etc. that directly or indirectly affect the flow and comfort of the trip. As a participant, you accept all of this and have to be aware that such imponderables make up a certain part of the adventure.

It is your own responsibility to what extent you want to get involved in unforeseen events and the respective group dynamics. As a tour operator, we offer you a framework for designing your own adventure.

In any case, it is important that you follow the instructions of the travel agent and the guides. This also applies in situations where a lot of patience is required and you have to expect longer waiting times (e.g. at the border, at controls). Always remember that even in distant countries, the "sound makes the music" and breaking the rules or inappropriate behavior can slow down or disadvantage the whole group.

In addition to traffic rules, these rules also include bans on photographing military installations, people and children (for details see ZEBRAFARI code of conduct) and certain clothing regulations (e.g. headscarf, no trousers or skirts that are too short for Muslim travel destinations).

All accommodations such as camps, campsites or hotels have different standards and must be measured in national standards. There is no guaranteed security of supply for water and food, fuel or internet or WiFi/WLAN. ZEBRAFARI will try to improve the situation, but we expect the participants to be patient and to accept waiting times or idle times if nothing can be done to change the situation.

Our trips with an adventure character also lead through areas with a lack or sometimes a complete lack of tourist infrastructure and unforeseeable events and weather conditions can always occur. Therefore, we conduct some of our trips as adventure and discovery trips, which for the reasons mentioned above may also require major route changes or a reversal of entire route sections. In these cases there is no entitlement to a reduction or reimbursement.

We are also not liable for...:

- personal equipment, photo/video equipment including material
- Arbitrariness on the part of authorities, police, customs, etc. and the resulting delays or loss of time in obtaining permits for passages (parks, nature reserves, etc.)
- missed sights or holiday experiences
  - Arbitrariness of authorities/police/customs
  - Defects, breakdowns or necessary repair work (e.g. changing tires on trucks, jeeps, motorcycles)

The participants are responsible for good, appropriate enduro equipment. We strongly recommend full-face crash helmets (at least with goggles or visor), well-ventilated enduro jackets with protectors or protector shirt, enduro boots and gloves.

### Data processing for inquiries and bookings

In the case of contact, information or booking requests on the zebrafari homepage, the following personal data will be stored and processed as part of the contact and fulfillment of the contract:

<b>data element(s)</b>	<b>purpose of processing</b>
Salutation, first name and last name	Contact, reservation, booking
Address (Street, City, ZIP, Supplement, Country)	Dispatch of travel documents and invoice
phone numbers	Contact by phone
mail address	Contact via e-mail, dispatch of documents
Date of birth	Age of the travellers, customs formalities if applicable
Vaccination status (if applicable)	Clarification of entry formalities
clothing size	planning clothes
Passport number, issuing authority, validity	Only when booking for customs formalities
Inquiry reason, peat favourites, contact reference	Advance planning tours
Motorcycle data (rider only)	Assessment/planning of container loading
Skills and motorcycle experience of the traveller	Optional: Assessment of driving skills

### JURISDICTION AND APPLICABLE LAW

German law applies exclusively to the contractual relationship between you and zebrafari. Place of jurisdiction is 85560 Ebersberg (near Munich). In the case of different languages and interpretations of formulations, the German version has priority.

### CONTACT DETAILS ZEBRAFARI

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