



## TRIUMPH EXPERIENCIES GENERAL TERMS

### TTRIUMPH ADVENTURE EXPERIENCE SPAIN

#### 1. These terms

##### 1.1 What these terms cover.

These are the terms and conditions on which we provide the Triumph Riding Experience (off-road routes, off-road training & train & ride) (hereinafter referred to as the "experience") to you.

##### 1.2 Why you should read them.

Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide the experience to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. Information about us and how to contact us

##### 2.1 Who are we?

The sale of the course, experience or adventure package may be made through Cubotic LLC, ALPHA BOOTIS SL or any other intermediary.

The experience will be provided by Triumph Adventure Experience Spain (Alpha Bootis, S.L. registered in Spain with registration number B87717054 and our registered office is located at 29130, Calle Reserva, 51, Alhaurín de la Torre, Málaga, Spain) with whom the contract of general conditions of such service will be signed.

##### 2.2 How to contact us.

You can contact us by telephoning our team at: +34 679 50 81 50 or by emailing us at [info@triumphadventure.es](mailto:info@triumphadventure.es).

##### 2.3 How we may contact you.

If we have to contact you we will do so by telephone, email or whatsapp.

##### 2.4 "Writing" includes emails.

When we use the words "writing" or "written" in these terms, this includes emails and whatsapp messages.

#### 3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order if made online will take place via our on-line shop at [www.triumphadventure.es](http://www.triumphadventure.es), who will email you to confirm your booking, at which point a contract will come into existence between you and us. Our on-line website provide a secure booking and registration platform. Your confirmation email will contain some questions which needs to be answered prior to the date of your experience, and a guide which will help you to prepare for your visit. If, by exception, a booking is made directly with us over the telephone, we

will provide you with your payment card receipt by email and your booking confirmation, a copy of our terms and conditions and our data privacy notice by email.

### 3.2 If we cannot confirm your booking.

If we are unable to confirm your booking, we will inform you of this. This might be because the experience is unavailable on a particular date, or because we have identified an error in the price or description of the experience. We will offer you other date into our calendar.

### 3.3 Information we give you.

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information please contact us using the contact details set out in the “how to contact us” section above

The key information we give you by law forms part of this contract (as though it is set out in full here). If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to the change.

## 4. Your rights to make changes

If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the experience, the timing of the experience or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

## 5. Our rights to make changes

### 5.1 Minor changes to the booking.

We may change your booking and/or the experience itself:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement technical adjustments and improvements, for example to address a security threat or health and safety requirements; and/or
- (c) Due to adverse weather conditions. (could be assigned to another date due to the dangerousness of the experience)

## 6. Providing the experience

### 6.1 When we will provide the experience.

We will provide the experience on the date stated in the order except in the cases indicated above that pose a danger to the client or if the minimum group of 9 people is not reached in order to proceed.

6.2 We are not responsible for delays outside our control (severe weather or other extreme conditions as well as if the minimum group (9 persons) is not reached). If your experience is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay exceeding one month, you may

contact us to end the contract and receive a refund for any experience you have paid for but not received

### 6.3 Your rights if we suspend the experience.

We will contact you in advance to tell you that we will be suspending the experience, unless the problem is urgent or an emergency. You may contact us to end the contract for an experience if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the experience.

### 6.4 Is there an age limit? Yes – all customers must be aged 25 or older in order to take part in an experience with us.

To participate in the experience you must have an A licence or higher motorbike licence. It will be possible to apply for the experience with an A2 licence but you must check with customer services beforehand due to the limited stock of motorbikes authorised for the A2 licence.

## 7. Your rights to end the contract

You can always terminate the contract with us, but we will not refund you for the experience. We can offer to reschedule the experience to another date within 1 year of the first date booked. You only have the option to change your booking date once only if it is made at least 15 days before the date of the experience and only if it is for a medical reason or exceptional cause (to be assessed prior to the course and with supporting documentation). If this is not the case, you will have to make a claim with your insurance company.

We recommend that you take out cancellation insurance to cover all kinds of situations such as illness, changes at work, weather conditions, etc.

## 8. How to end the contract

### 8.1 Tell us you want to end the contract.

To end the contract with us, please let us know by calling our team on +34 679 5081 50 or by emailing [info@triumphadventure.es](mailto:info@triumphadventure.es). Please provide your name, home address, details of the booking and, where available, your phone number and email address. Alternatively, you can use the model cancellation form set out in the Schedule 1 to this contract, but it is not obligatory.

### 8.2 How can I change the date?

You will have to contact with our customer service by email or whatsapp informing us about new date you could be interested according the trainings agenda.

8.3 We will be noticed at least 15 days prior to the date of the training. If the cancellation is received between 15 days and the date of the training it will be no possible to move it to other date. Please, contact with our customer service to check all details according cancellations.

## 9. Our rights to end the contract

### 9.1 We may end the contract if you break it.

We may end the contract for an experience at any time by writing to you if you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.

### 9.2 We may cease to provide the experience.

We may contact you to let you know that we are going to stop providing the experience. Where possible, we will let you know at least 7 days in advance of us ceasing to provide the experience, except where we are unable to do so due to reasons beyond our control (e.g. adverse weather conditions, etc).

The client must inform us within 7 days before or 7 days before the course that he/she wishes to change to another date within the calendar. Failure to do so will result in a 100% cancellation fee (if the accommodation was booked through Triumph Adventure Experience Spain).

## **10. If there is a problem with the experience**

10.1 If you have any questions, problems or complaints regarding your experience or any other matter, please contact us as soon as possible.

You can telephone our team on +34 679 50 81 50, email us at [info@triumphadventure.es](mailto:info@triumphadventure.es). We will try to resolve any complaint or problem with you quickly and efficiently.

10.2 Your legal rights.

We are under a legal duty to provide an experience that is in conformity with this contract.

Your key legal rights.

For detailed information please visit the Malaga's Citizens Advice website: [https://www.consumoresponde.es/con%c3%b3cenos/local%c3%adzanos/entidad/dir\\_eccion\\_general\\_y\\_servicios\\_provinciales/servicio\\_provincial\\_de\\_4](https://www.consumoresponde.es/con%c3%b3cenos/local%c3%adzanos/entidad/dir_eccion_general_y_servicios_provinciales/servicio_provincial_de_4)

## **11. Price and payment**

11.1 Where to find the price of the experience.

The price of the experience (which includes taxes) will be the price indicated on the website when you placed your booking online. If, by exception, you book directly with us by telephone, we will inform you of the price of the experience prior to making the booking. We take reasonable care to ensure that the price of the experience advised to you is correct. However please see clause.

11.2 What happens if we got the price wrong?

It is always possible that, despite our reasonable efforts, some of the experiences we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of an experience at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the experience at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11.3 When you must pay and how you must pay.

Please note that if you book online your payment will be processed by our online website, a secure registration platform, therefore you will be directed to our on-line website cart in order to book your experience and pay for it. If, by exception, you book directly with us by telephone, please note that we accept payment with Visa, Visa Credit or Mastercard.

## **12. Our responsibility for loss or damage suffered by you**

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible

for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We are not legally responsible for any loss or damage that was not foreseeable to you and us when the contract was formed, or that was not caused by any breach on our part.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the experience as summarised at clause 10.2.

12.3 We are not liable for business losses. We only provide the experience for private enjoyment, therefore we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **13. How we may use your personal information**

13.1 How we may use your personal information. We will only use your personal information as set out in our Data Privacy Notice. You will find this on our website or alternatively please contact us for further information.

### **14. Acknowledgment of Risk**

14.1 By accepting these terms and conditions you are acknowledging that:

(a) motorsport is dangerous; involve injury or death, and that despite us taking all reasonable precautions, accidents can happen, and that you are aware of the nature of the activity, and the risks involved, and attend the venue at your own risk

(b) you have a responsibility to mitigate any risks involved during your experience, which means that you should wear all required safety equipment and clothing at all times;

(c) you will be expected to comply with all safety guidance and instructions given by us prior to and/or on the day of your experience;

(d) you are in good health and that your eyesight is up to the standard required for a riding test, and that you are not suffering from any other medical condition or disability which is likely to adversely affect your normal control of a motorcycle or which might make it unsafe for you to ride or participate in the experience or any other motorsport activity;

(e) you accept that you will be solely responsible for any decision to ride any motorcycle or discontinue to ride any motorcycle, or use or not use any equipment or clothing at any time whilst it is in your possession or under your control;

(f) if you should be dissatisfied prior to or This contract is between you and us. No whilst riding a motorcycle or using the other person shall have any rights to equipment or clothing as to the satisfactory enforce any of its terms. he equipment or clothing; and

(g) we reserve the right to remove you from the venue if we consider your actions to be dangerous or detrimental to other customers.

14.2 You acknowledge that it is a condition of your booking and your participation in the experience that you must sign a participant waiver prior to taking part in the experience.

### **15. Other important terms**

15.1 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else.

You may not transfer your rights or your obligations under these terms to another person.

15.3 Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

15.7 Alternative dispute resolution.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or problem, you may want to use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the "Your Europe" portal: <https://webgate.ec.europa.eu/odr>.

15.8 Insurance.

As a participant of the experience, you will be insured for road riding and off-road riding during the experience in the event of any negligent act by us or by a third party, however we do not provide you with personal accident cover. Please make your own arrangements for personal accident cover, required, before attending your experience. Please note that standard insurance will not cover your experience with us. Please contact us if you would like further details of our insurance cover

15.9 Photography and filming.

Please note that any photograph or footage (collectively "images") that you, or any person attending as your guest, may take is for your personal use only. You should not use any of these images for commercial purposes, and you agree to use these images responsibly. If such images include imagery of an incident involving us, you must make such images available to us and agree not to post such images on any social media sites, including but not limited to YouTube and Facebook. You acknowledge that we may use a professional photographer/videographer, who may take images throughout your experience, and that we may wish to use these images internally and externally for commercial purposes (e.g. to promote the experience). You hereby give your consent

to our use of any images taken by the professional photographer/videographer as described above, and you acknowledge that you do not have any existing or future rights (including without limitation any intellectual property, such as copyright, or ownership rights) in any images taken by the professional photographer/videographer. Please note that you can withdraw your consent at any time by contacting us at: [info@triumphadventure.es](mailto:info@triumphadventure.es)

#### 15.10 Hire clothing.

If you hire clothing from us, as may be required for the experience, you agree to pay for any deliberate damage caused to the clothing by you. You will not be responsible for any accidental damage to the clothing. You agree that if your own clothing is not suitable upon inspection on the day of your experience, that you will hire the recommended clothing from us at an additional cost, failing which your experience may be cancelled at our discretion. This is a health and safety requirement which we must observe and respect. Payment for any such hire clothing shall be taken at the site, on the day of the experience, prior to your participation.

If you wish to use your own clothing, you must have as a minimum;

- \*full-face motorbike helmet,
- \* gloves
- \*adventure/enduro boots with ankle support
- \* clothing with appropriate protection.

If you bring your own helmet, please ensure that it complies with British Standard BS 6658:1985, BSI Kite-mark and/or ECE European Regulation 22.05.

Schedule 1 - Model Cancellation Form (COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO WITHDRAW FROM THE CONTRACT)

To TRIUMPH ADVENTURE EXPERIENCE SPAIN (ALPHA BOOTIS, S.L.U.) ; +34 67950 81 50 or [info@triumphadventure.es](mailto:info@triumphadventure.es)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale regarding the Triumph Adventure Experience Spain,

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date [\*] DELETE AS APPROPRIATE