

2024 TERMS&CONDITIONS HUSKY RIDES S.L.

HUSKY RIDES S.L. (hereinafter referred to as 'the Company') accepts clients, and any accompanying 4x4 passengers (hereinafter referred to collectively as 'the Client') subject to the following conditions:

1. BOOKING AND PAYMENTS (FOR MULTIPLE DAY TOURS)

- 1.1 The client agrees to pay 30% of the total value of the tour at the time of the booking to reserve his seat.
- 1.2 The seat / tour is reserved and blocked once we receive the down payment.
- 1.3 If the tour is scheduled to start within sixteen (16) weeks or less at the time of the booking, 100% payment of the tour is required.
- 1.4 All bank charges for international transfers are to be paid fully by the client.
- 1.5 The outstanding balance of the total cost for the tour must reach our account no later than TEN (10) weeks before the scheduled tour starting date.
- 1.6 All account information will be sent to you at time of booking together with the invoice.
- 1.7 All payments shall be done in Euros (€).
- 1.8 Unless the client purchases the bike protection plan (see below), each client will pay a security deposit of €400 before the start of the tour to cover eventual damages to the bike or loss/damage of any other gear provided. This amount will be fully refunded right after the tour.
- 1.9 **Bike Protection Plan.** We offer an in-house insurance policy for eventual bike damages. For an additional €70 (non-refundable), all bike damages up until a value of €1000 are fully covered. Should the rider purchase the protection plan there is no need for an additional security deposit payment.

2. BOOKING AND PAYMENTS (FOR GUIDED DAY TOURS)

- 2.1 The client agrees to pay 30% of the total value of the tour at the time of the booking to reserve his seat.
- 2.2 The seat / tour is reserved and blocked once we receive the down-payment.
 - 2.3 If the tour is a last-minute booking, starting within 7 days or less, payments can be done directly at our office by credit card right before tour start.
 - 2.4 All bank charges for international transfers are to be paid fully by the client.
 - 2.5 The outstanding balance of the total cost for the tour must reach our account no later than two (2) weeks before the scheduled tour starting date.
 - 2.6 All account information will be sent to you at time of booking together with the invoice.
 - 2.7 All payments shall be done in Euros (€).
 - 2.8 Husky Rides covers all damages up to €150 (including broken tires, chains, scratches and other minor damages). All damages exceeding the value of €150 are to be paid

in full by the rider himself. Husky Rides will solely charge the reduced dealer price of items we actually pay to replace the broken part, there will be no surcharge or costs for mechanical working hours.

2.9 Bike Protection Guided Tours: We offer an in-house insurance policy for eventual bike damages. For an additional €30 (non-refundable), all bike damages up until a value of €1000 are fully covered.

3. CANCELLATION & LICENSES + INTERNATIONAL VISA

All clients are advised to purchase a travel insurance in advance, (at the time of their booking!), to cover their costs in case they need to cancel the trip for whatever reason at a later stage.

The following refund terms apply for <u>full payments</u> received:

- 12 weeks before departure or earlier 90% refund.
- 8 11 weeks before departure by Client 30% refund.
- 5 7 weeks before departure by Client 20% refund.
- 0 5 weeks before departure by Client no refund.

Down-payments made are non-refundable for cancellations reaching us less than six months prior to the tour. In case of 'force majeure' circumstance we will however credit payments made to be used at a later stage. Those need to be used within 24 months after the initial tour date.

- 2.1 Any sort of cancellation must be submitted in written via email.
- 2.2 Only the client recognized and accepted by the Company may drive the e-bike.
- 2.3 All fines, judicial costs, etc., derived from any form of traffic infraction or other, which are against the -bike, the Company or the client, and caused by the client during the period of this contract, will be payable by the client except when caused by the Company.
- 2.4 If the client fails to arrive at the specified time and date of the tour, then Husky Rides shall not be liable to refund the amount paid by you and/or for a repeat tour.

3. RESPONSABLE DRIVING & LIABILITY, HEALTH

- 3.1 Each participant accepts the risks and dangers that are present during any travel on e-bikes. These include but are not limited to travel over/through hilly or mountainous terrain, areas that have fallen timber, branches, stones, roots or other obstacles, hazards on any roads travelled, steep slopes or unstable ground that may cause a fall also, travel through snow, glaciers, canyons, crevasses, streams, rivers, lakes, or confrontations with weather, wild or dangerous animals, various health problems caused by extreme sun or heat, insect bites, fatigue, stress, dehydration, exertion, or high altitude due to lack of fitness.
- 3.2 The client confirms that he/she has no health conditions that might put yourself or others at risk. If in any doubt, medical advice must be obtained in advance.

- 3.3 The e-bike allocated to you is your responsibility until it is returned at the end of the tour.
- 3.4 The gear provided to you is your responsibility and you should always keep track of all items. All lost items will have to be charged from your deposit.

3.5 THE CLIENT UNDERSTANDS THAT

- a) He/she is responsible for his/her own personal insurance with repatriation and acknowledges the inherent risk and potential dangers of the tour.
- b) Will travel entirely at his/her own risk.
- c) Neither the Company, its agents, or any other person assisting with them, is liable for any personal loss, injury, accident, damage, delay or inconvenience, whether caused by acts of the Company, its agents or events outside the Company's control (e.g. strikes, mechanical breakdown, weather etc.).
- d) Due to the nature of the tour, no responsibility can be accepted by the Company for any damage, loss, or accident to a client's bike or other property.
- e) If the Client leaves the tour voluntarily before completion of the tour, or is required to do so by a Company representative, then all liability that the Company may bear to that client will cease immediately.
- 3.4 The Company reserves the right to change dates or cancel a tour. If a tour is cancelled by the Company, any payments already received will be refunded in full.
- 3.5 The client will comply strictly with the laws and customs of Spain, whether in respect of health, immigration, drugs, or any other matter.
- 3.6 All distances and information quoted in our itineraries are approximates. These are meant as a rough guide and can vary if there is a change of route. At all times we will try to maintain this itinerary but due to climatic conditions or availability of accommodation the company might have to alter parts of it.

5. BOOKING AND PAYMENTS (FOR DAY RENTAL)

- 1.1 The client agrees to pay the rental fee either through our online booking system in advance or during the hand-over of the e-bike by credit card.
- 1.2 When collecting the e-bike the renter recorded in the contract must present an official identification document with photo (ID card, passport or drivers license), otherwise the contract cannot be implemented.
- 1.3 A credit or debit card must be presented as a deposit guarantee.
- 1.4 Husky Rides will charge a deposit between 100-400€ depending on the model of ebike rented. The deposit will be returned upon collection of the e-bike.
- 1.5 The person signing the contract must be at least 18 years old and is responsible for all items and equipment he is renting from the company.
- 1.6 Taking care of the e-bike is the client's responsibility, the bike should not be stored or left outside while not in use.
- 1.7 The following refund terms apply for <u>full payments</u> received:
 30 days before departure or earlier 100% refund.

10 days or less before departure by Client – no refund.

2.0. Each participant accepts the risks and dangers that are present during any travel on e-bikes. These include but are not limited to travel over/through hilly or mountainous terrain, areas that have fallen timber, branches, stones, roots or other obstacles, hazards on any roads travelled, steep slopes or unstable ground that may cause a fall also, travel through snow, glaciers, canyons, crevasses, streams, rivers, lakes, or confrontations with weather, wild or dangerous animals, various health problems caused by extreme sun or heat, insect bites, fatigue, stress, dehydration, exertion, or high altitude due to lack of fitness.

2.1 The client confirms that he/she has no health conditions that might put yourself or others at risk. If in any doubt, medical advice must be obtained in advance.

2.2 The e-bike allocated to you is your responsibility until it is returned at the end of the tour.

2.3 The gear provided to you is your responsibility and you should always keep track of all items. All lost items will have to be charged from your deposit.

4. JURISDICTION

Any dispute that may arise between the client and the Company will be dealt with under Spanish jurisdiction.

5. AMENDMENT AND MODIFICATIONS

Husky Rides S.L. may at any time modify these Terms and Conditions. We will take reasonable steps to bring these changes to your attention if applicable.

If case you have any questions or suggestions please feel free to email us: <u>info@huskyrides.es</u>