

General Terms & Conditions.

TOUR OPERATOR

Speciality Tour S.a.S. di Joseph Charity (trading as Ducatitours/REDBIKE Tours & REDBIKE tours)
23 via della Cavallerizza, 55100, Lucca (LU) Italy. P.IVA 02196670463. Registered as a Tour Operator and Travel Agency with the Province of Lucca (Tourism Section) and licenced to rent vehicles without driver (self drive).

TOUR BOOKING FORM

With your signature on the booking form or by ticking the appropriate box on the online booking system you accept these Terms and Conditions as a binding contract between Ducatitours/REDBIKE Tours and you, the participant.

Ducatitours/REDBIKE Tours cannot accept any tour participant without a duly signed booking form or completed online booking with deposit payment.. Please read the Terms and Conditions carefully.

RELEASE AND WAIVER

Every participant of a tour/rental operated by Ducatitours/REDBIKE Tours is required to accept and sign a release and waiver form of rights before tour start. Ducatitours/REDBIKE Tours cannot accept any tour participant/renter without a duly signed release and waiver form. A copy of the release and waiver form can be downloaded here.

RESERVATION AND DEPOSIT

For the tour a booking deposit is required at the time of booking. This deposit is 15% of the tour price and 15% for rentals. This deposit secures a place on the tour or rental of a motorcycle. The balance is due 45 days before the tour starts or in the case of rentals 20 days before the date of collection. If the total balance is not received in accordance with these times, Ducatitours/REDBIKE Tours reserves the right to treat this reservation as cancelled and charge the cancellation fee.

AGENTS AND REPRESENTATIVES

Ducatitours/REDBIKE Tours agents and representatives represent Ducatitours/REDBIKE Tours but are not a party to this contract. Nor are they responsible or liable for failure to provide any service as may be described in our literature pertaining to the contract.

MOTORCYCLE PROVISION

Motorcycles are provided as part of the tour package. The type/model will be as defined in the contract. The pictures of the motorcycles on the web sites (www.Ducatitours.com and www.redbiketours.com) and any printed material issued by Ducatitours/REDBIKE Tours are representative of the vehicles on the Ducatitours/REDBIKE Tours/REDBIKE Tours' fleet but are not of specific vehicles. Ducatitours/REDBIKE Tours strives to ensure that all participants ride the motorcycle they are confirmed on and is very proud of their record of doing so. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, mechanical failure, collision damage and theft. Should Ducatitours/REDBIKE Tours not be able to replace a confirmed motorcycle with the confirmed type or similar, a pro - rated refund for the difference in models will be refunded to participant. If this situation arises before the start of a tour the participant will be offered a place on a later tour or a replacement motorcycle. This constitutes the maximum liability of Ducatitours/REDBIKE Tours.

SAFETY DEPOSIT

At time of collection Ducatitours/REDBIKE Tours will request a credit card authorisation for the value of the security deposit for each rented motorcycle (see table below). Riders are responsible for the cost of any damage to the bike while it is in their care up to the limits as shown in the following table. In the event a client rides one of Ducatitours/REDBIKE Tours' motorcycles other than the originally rented motorcycle, the rider is responsible up to the limit for the motorcycle they have damaged, which may be higher than that of the rented motorcycle:

Model	Security Deposit/normal limit of renter's liability (See notes below)	Excess KM rate
Monster 696 plus	3000euro	€0.35 per km
900SS (1997)	2500euro	€0.35 per km
ST3	3000euro	€0.35 per km
Multistrada 1100S	3000euro	€0.35 per km
GT1000 Sportclassic	3000euro	€0.35 per km
Monster 796	3000euro	€0.35 per km
Monster 1100S	3000euro	€0.35 per km
Hypermotard 1100S	3000euro	€0.35 per km
Monster S4R	3000euro	€0.35 per km
999S	4000euro	€0.4 per km
848	4000euro	€0.4 per km
Multistrada 1200	5000euro	€0.5 per km
Streetfighter S	5000euro	€0.5 per km
1098S	5000euro	€0.5 per km
996 SPS	5000euro	€0.5 per km
1198S	7000euro	€0.65 per km

1098R	25000euro	€0.35 per km
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The rider/renter's liability limit does not apply in the following cases:

- In the event that the rider causing the damage is under the influence of drugs or alcohol
- In the event that an accident involves a collision between two or more Ducatitours/REDBIKE Tours motorcycles
- If a motorcycle is stolen and keys cannot be produced the renter is liable for the full value of the motorcycle
- If there is any evidence of irresponsible or dangerous a behaviour by the rider that has directly caused the accident
- In the event of a traffic law violation by the rider/rentor we reserve the right to recover costs due to loss of earning and associated administrative costs

EQUIPMENT RENTAL

Any equipment supplied by Ducatitours/REDBIKE Tours to the client that is returned in a damaged condition will be paid for in full by the client (at the cost of new equivalent replacement equipment)

KM/MILEAGE LIMITS

All rentals (not including tour clients) include 250km per day of usage. In the event of exceeding this limit you will be charged the rate per KM as shown in the above table

MOTORCYCLE CONSUMABLE ITEMS

Ducatitours/REDBIKE Tours motorcycles are fully maintained and checked before being provided to a client. While every effort is made to ensure consumable items will last the duration of your tour/rental, it is the rider's responsibility to check items such as oil level, tyres, chain and brakes each day. In the case of replacement being required for any consumable item, the renter must speak with a Ducatitours/REDBIKE Tours employee before continuing to ride.

BREAKDOWN

Ducatitours/REDBIKE Tours motorcycles are fully maintained and checked before being provided to a client. In the event of a breakdown within the geographical limits of mainland Italy, Ducatitours will repair or replace the motorcycle within 24 hours. Motorcycles used outside of the geographical limits of mainland Italy are responsible for contacting the contracted breakdown company (Europ Assistance) to organise repair/return of the motorcycle. Breakdown due to misuse and/or neglect of the standard motorcycle safety checks referred to above will be charged to the renter

OWN MOTORCYCLE

When customer brings own motorcycle for use on the tour, no motorcycle insurance is provided by Ducatitours/REDBIKE Tours .

PRICE OF TOUR INCLUDES

The items included in the tour price are:

- Pickup from designated airport at a pre-arranged time and transport to the tour start point
- Transport of luggage from the airport to all hotels on the tour and back to the airport
- A small pillion bag/tank/backpack bag will be provided for carrying of waterproofs/cameras/phones/etc
- All hotel accomodation.
- Support staff/vehicles will transport pillion/partners between hotels if required
- A Welcome dinner at the start of the tour
- A farewell dinner with food and drinks is provided free of charge at a restaurant selected by Ducatitours /REDBIKE Tours
- Some tours include additional dinners
- A bi-lingual motorcycle mounted guide who will lead the tour
- Where applicable, entry tickets to special events are supplied within the tour price
- A Ducatitours/REDBIKE T-shirt
- Transport back to the airport.

QUOTED CURRENCIES

All rentals and tour prices are calculated in Euro. Where another currency is quoted (for example booking forms/enquiries) we will use that day's official exchange rate. Prices remain set in euro and therefore figures quoted in other currencies may vary between time of booking and the balance payment date.

ACCESS TO RACE TRACKS

Riders are not allowed to use Ducatitours/REDBIKE Tours' motorcycles on any race track without prior written consent. Access to race tracks is granted by the track stewards/organisers. Ducatitours/REDBIKE Tours are not responsible if any participant that has paid for track access is not granted access to the track due to reasons of rider equipment etc. In the event that access is not granted due to bike maintenance/bike equipment Ducatitours/REDBIKE Tours will refund the cost of the 'TrackPack'

TRACK ACCESS PACKS

Where offered pre-booked "TrackPacks" will include the following additional items:

- A set of suitable tyres (Pirelli Diablo Supercorsa Pro/Race wets or similar)
- A on-site mechanic to assist with bike/suspension setup
- The track entry price

PRICE OF TOUR DOES NOT INCLUDE

All items not mentioned as included and all items of a personal nature.

BAGGAGE

Ducattours/REDBIKE Tours assumes no responsibility for loss, damage or delay in delivering baggage to tour participants. Baggage turned over to Ducattours/REDBIKE Tours for transport each day is done so at participant's own risk. Baggage insurance is recommended. While no specific maximum of baggage is specified by Ducattours/REDBIKE Tours we ask participants to be reasonable with what they bring. In the case of a participant arriving with excessive baggage Ducattours/REDBIKE Tours reserve the right to leave some items at the Ducattours/REDBIKE Tours garage

ROOM ALLOCATION

Private rooms are provided for all participants with the exception of pillion/partner participants who are accommodated in the same room as the rider (either as a double or a twin). There are no single person supplements. Hotels (unless in city centres) will generally have swimming pools available to all tour participants.

HOTELS

All at Ducattours/REDBIKE Tours do their best to describe hotels accurately within our itineraries. However we reserve the right to change a particular hotel for a similar hotel that offers equivalent or better services/facilities.

ITINERARIES

All at Ducattours/REDBIKE Tours do their best to describe itineraries accurately, there may be occasion for the order of events/hotels to be different depending on availability of those hotels and events.

CANCELLATION AND REFUNDS

Refunds for **tour** cancellations are calculated as shown below:

Cancellation period	Cancellation fee
More than 60 days before the tour	€150 per person
59-42 days before the tour	€450 per person
41-21 days before the tour	30% of total tour cost
Less than 20 days before the tour	100% of the tour cost

Refunds for **rental** cancellations are calculated as shown below:

Cancellation period	Cancellation fee
More than 45 days before the rental	15% or deposit taken whichever is lower
45-21 days before the rental	50% of the rental cost
Less than 20 days before the tour	100% of the rental cost

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

REBOOKING

One rebooking at latest 60 days before tour start is possible. After rebooking the minimum cancellation fee is €375 per person.

MINIMUM TOUR PARTICIPANTS

Up to 30 days prior to tour start Ducattours/REDBIKE Tours can cancel a tour if an insufficient number of tour participants have booked and fully paid by that time.

TOUR CANCELLATION

In this case, the customers will be notified forthwith. Ducattours/REDBIKE Tours will offer to operate the tour if all customers agree to a supplemental charge due to the low number of tour participants. If customers do not accept to pay the supplement, Ducattours/REDBIKE Tours will refund their payment in full, which will constitute the full settlement or offer to move the booking to a later tour. Ducattours/REDBIKE Tours is not liable for any additional costs or losses incurred by the tour participant due to Ducattours/REDBIKE Tours 's cancellation of tour due to lack of participants. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Ducattours/REDBIKE Tours is not required to make refunds once tour commences regardless of the reason for participants being unable to complete his or her tour.

REQUIRED EQUIPMENT

All tour participants riding on motorcycles must bring suitable clothing and protective gear. This includes helmets, gloves and boots. It is recommended that motorcycle jackets/trousers/leathers etc and a set of light waterproofs are also used. If the tour involves track riding a full set of leathers will be required.

PHOTO & GRAPHICAL MATERIAL

Any photographic or video material produced by Ducattours/REDBIKE Tours or its representatives on tour are the property

of Ducatitours/REDBIKE Tours . The copyrights remains with Ducatitours/REDBIKE Tours . Ducatitours/REDBIKE Tours can use all of this material for advertising and marketing purposes, including images in which individual tour members can be recognized, without any charge from the tour member arising for Ducatitours/REDBIKE Tours for this use of material.

PASSPORT, VISA, DRIVING AND HEALTH REGULATIONS

The customer is responsible for complying with above regulations and all consequences resulting from non-compliance.

NON-OBSERVANCE OF TRAFFIC LAWS AND GROUP TRAVEL REGULATIONS

If the customer does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by Ducatitours/REDBIKE Tours and the provided motorcycle secured.

RESPONSIBILITY

Ducatitours/REDBIKE Tours is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. Ducatitours/REDBIKE Tours carefully selects and constantly checks its contractors, such as hotels and restaurants. Ducatitours/REDBIKE Tours is responsible for conscientious travel preparations. Ducatitours/REDBIKE Tours is not responsible or liable for any accidents.

Ducatitours/REDBIKE Tours reserves the right without prior notice to withdraw any part or all of a tour, to make such changes as may be necessary, and the extra cost, if applicable, resulting there from, shall be paid by the customer.

Furthermore, it is agreed and understood that the owners, operators and agents of this tour including Ducatitours/REDBIKE Tours are not the guardians of any customer's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or the client's participation in connection with the tour, which might result in injury, death or other damage to the client, his property, or his family, heirs, or assigns. The liability of Ducatitours/REDBIKE Tours as the tour operator is limited to a total of three times the tour price irrespective of the title/claim. Ducatitours/REDBIKE Tours is not responsible for any delays, changes in schedule or other conditions.

ALTERATIONS TO TOUR SCHEDULE

Some tours operate on seasonal basis and where seasonal variances and/or weather conditions cause changes in the tour routing or accommodations, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

WEATHER CONDITIONS

Ducatitours/REDBIKE Tours schedules tours at a time of the year when the weather in the Italy is usually pleasant for motorcycling. Ducatitours/REDBIKE Tours cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

TOUR RATES AND MOTORCYCLE COSTS

Fares quoted on this website or any printed material are those in effect at time of writing. If cost factors, including but not limited to hotels, meals, motorcycles, insurance, international currency fluctuations etc., dictate the need for fare increases, Ducatitours/REDBIKE Tours may do so at any time prior to 60 days before departure.

INSURANCE

Ducatitours/REDBIKE Tours recommends that you take out adequate travel, health and accident insurance as well as trip cancellation insurance. Ducatitours/REDBIKE Tours hold 'Tour Operators insurance' which covers public/product liability, professional indemnity and tour cancellation through insolvency of Ducatitours/REDBIKE Tours

PRINTING ERRORS AND CALCULATION MISTAKES

Ducatitours/REDBIKE Tours reserves the right to correct printing errors or calculation mistakes at any time.

VERBAL CHANGES of contract are invalid unless confirmed in writing by Ducatitours/REDBIKE Tours.