

# 2Up and Overloaded Terms & Conditions

I know that reading the fine print is never fun, but we've tried to ensure this makes sense in normal English. Still, if you have any questions, please let us know: [2UpAndOverloaded@gmail.com](mailto:2UpAndOverloaded@gmail.com)

**Upon payment of your deposit, you are accepting our terms and conditions, and you guarantee that you have the authority to accept them, and that you do accept them on behalf of all members of your party. 2Up and Overloaded reserves the right to update or amend these terms and conditions at any time.**

## 1. Terms

The following “terms” shall apply. “2Up and Overloaded” or “us” or “we” refers to the owner of the website and the party providing the tour. The terms “you” or “participant” refers to the user, viewer of our website, and participant of our tour. The term “rider” refers to the rider of a motorcycle on one of our tours, and may be the same as “participant”, and the term “pillion” refers to the participant riding in the pillion seat of the motorcycle. The term “tour” is the tour you have chosen to participate in, and the term “local” refers to the country or countries in which the tour takes place.

## 2. Registration, Deposit, & Payment

(2a) **Step 1 – Contact Form** – Upon submission of the website’s contact form, a representative from 2Up and Overloaded (most likely Tim Notier or Marisa Notier) will contact you by email to discuss your interest in the tour and set up a phone interview.

- *Important* – Please do not purchase airfare or any other non-refundable travel expenses related to the tour until after your spot has been confirmed by paying the deposit. See (2c).

(2b) **Step 2 – One-on-One Call** – This step is very important to us, because not only do we want to get to know you, but we want to be able to provide you with the best possible tour that suits your individual needs. During this phone call, among other things, we will ask you about:

- Your motorcycle riding experience and preferred riding styles,
- Your dietary requirements or food allergies,
- Any special travel arrangements that we might help you with,
- Any special needs (medical and others),
- Any limitations that will prevent you from participating fully in the tour,

During this phone call, we may answer any questions you might have about the tour. It is your responsibility to advise us at this time of any illness, medical conditions, allergies, or dietary needs that may affect your tour.

(2c) **Step 3 - Deposit** - Submitting a contact form does not confirm availability nor participation on the tour. In order to confirm a reservation, a **\$1,000** (one thousand U.S. dollars) deposit per participant is required at the time of booking. This deposit is applied towards your balance.

- **Protect Your Payments** – Expect the unexpected. If you would like to protect your deposit and balance, as well as other travel plans, please consider purchasing trip interruption and travel insurance, which may be obtained through your credit card or a third party.
- **Reservation** – Upon receipt of the deposit, it is agreed that you, and anyone else in your party, accept these terms and conditions, and we will reserve a place on your chosen tour. All bookings are made on a first-come first-served basis. We reserve the right to decline any booking at our discretion.

(2d) **Step 4 - Balance Payment** – 2Up and Overloaded requires your tour balance to be paid at least 30 days prior to the tour start date. The tour reservation can be canceled by 2Up and Overloaded with no refund of the deposit as a result of unpaid balances existing inside of 30 days to the tour start date.

- Upon receipt of a completed contact form and deposit, 2Up and Overloaded will issue you a confirmation notice and invoice via email which contains details of your tour reservation, terms and conditions, and the tour ‘balance payment’ date.
- Bookings made 30 days or less before the departure date will be accepted only with full payment, subject to availability.
- Only those who have paid in full will be allowed to participate in the tour.

(2e) **Currency** – All payments must be made in U.S. dollars.

### 3. Laws, Rules, and Regulations

(3a) **Participant’s Legal Conduct** – At all times, participants are required to:

- Abide by all local laws,
- Possess a legal visa that allows you to travel within the countries of the tour,
- Never travel with or be in possession of drugs that are illegal in the country that you are traveling in (Cannabis/marijuana and substances that contain marijuana are **ILLEGAL** in Malaysia),
- Always treat people in positions of official authority with respect.

(3b) **Infractions** - Tour participants are responsible for their own actions, and 2Up and Overloaded is in no way responsible for any legal infractions that a tour participant may commit either abroad, in transit, or within their home country.

- **Detention** – In the event that any participant is stopped or detained by local authorities, the consequence of this remains the participant’s responsibility, and we are not obliged to unduly delay the tour.

- **Expulsion** – We reserve the right at our absolute discretion to order a participant to leave the tour if they are found flouting such laws and customs, or interfering (or is judged to have the potential to interfere) with the well-being of the group, other participants, or if they are putting the progress of the tour in jeopardy.
- **Cessation of Responsibility** – If you commit an illegal act under the laws of the country in which you are touring, we will cease to have any responsibility to or for you.

#### 4. International Travel

(4a) **Traveling Responsibilities** – On our tours, you are always responsible for yourself, or any pillion travelling with you. You are also responsible for the following:

- **Damage or Harm to You** – Any accident, bodily injury, illness, or death to rider or pillion during your tour is not the responsibility of 2Up and Overloaded.
- **Tour Suitability** – When booking a tour, we assume that the participant, and pillion if applicable, will have read the tour itinerary and will be fully aware of the route, destinations, and the approximate mileages for each day, and will have made the judgement that it is an appropriate tour for them to undertake.
- **Insurance** – It is your responsibility to arrange adequate personal and medical insurance to cover treatment and emergency evacuation in the event of accident or illness.
- **Emergency Repatriation** – All participants must have the financial ability to get you, your pillion, and/or your motorcycle (if owned by you) home in the event of a breakdown, accident, or emergency.

(4b) **Required Documents** – To join one of our international tours, participants must be in possession of the following documents:

- **Passport** – Make sure it does not expire in less than six months after the tour end date and has at least four blank pages.
- **Vaccination Yellow Card** – Where applicable. Please check the vaccination requirements of the countries you will be visiting.
- **Motorcycle Driver's License** – Only required for participants who will be riding a motorcycle. An International Driver's License is not required, though it is recommended.
- **Suitable Waterproof Covers** – For your legal documents to protect them against water and other forms of damage. Participants are responsible for keeping their documents safe at all times.

2Up and Overloaded is not responsible for any disruption to the tour due to you failing to carry these documents or your loss of these documents. All additional direct and indirect costs incurred by the participant to replace documents, or because they cannot continue with the tour, are borne by the participant. Refunds will not be made for any part of the tour missed.

(4c) **Recommendations while Traveling** – Although not required, all participants are encouraged to be familiar with the following prior to the tour start date:

- **Local Laws** – Particularly concerning drug and alcohol use. See (3a) and (3b) above.
- **Local Rules of the Road** – This includes an understanding of international road signage, as well as an understanding that we may be driving on the opposite side of the road than what you are used to.
- **Local Cultural Norms** – Particularly concerning offensive behavior and speech.

Additionally, all participants are encouraged to be in possession of the following prior to the tour start date:

- **Travel Insurance** – It is your responsibility to hold personal travel insurance for both yourself and your pillion, should you have one. Personal travel insurance is not required to participate on the tour, but it is highly recommended.
- **Emergency Numbers for Your Embassy** – We encourage you to register your travel dates with your embassy in the country that you will be traveling to so that they know your whereabouts.
- **Bank Notification** – We recommend you alert your bank that you will be using your credit/debit/ATM card abroad so that they don't flag your card for suspicious behavior. They will need to know the countries and dates of travel.

(4d) **Use of Medical Facilities Abroad** – In the extreme case of a medical emergency, it may become necessary for you to use the medical services provided at an international facility. By participating in this tour, you hereby accept that in this rare circumstance, you are willing to be treated at one of these institutions, and that you cannot hold 2Up and Overloaded responsible for the quality or cost of such services and medical treatments.

## 5. Tour Logistics

(5a) **Changes to Itinerary** - Our itineraries are designed with the utmost care, and our objective is to provide our guests with the best possible riding experience. However, we cannot guarantee that we will not have to make sudden changes to our itineraries, as this is simply the nature of adventure travel.

- At all times, we reserve the right to make changes to our advertised tours, pricing, and itineraries when considered appropriate. Reasons for making such changes may include, but are not limited to accommodation problems, industrial action, and acts of God.
- Please be aware that during the tour, some amenities (i.e. hotel elevators, swimming pools, etc.) require regular servicing and cleaning, and therefore may be inaccessible at times. We cannot be held responsible for some amenities being affected by local circumstances, maintenance, weather conditions, or mechanical breakdowns.

(5b) **3<sup>rd</sup> Party Contractors** – 2Up and Overloaded, its employees, shareholders, officers, directors, successors, agents, and assigns (collectively 2Up and Overloaded), does not own or operate any entity which is to or does provide goods or services for your trip. We purchase transportation (by aircraft, bus, train, vessel, motorcycle, or otherwise), hotel and other lodging accommodations, restaurant, ground handling, and other services from various independent suppliers.

- All such persons and entities are independent contractors. As a result, 2Up and Overloaded is not liable for any negligent or willful act of any such person or entity or of any third person.

(5c) **Time Zone Changes** – Participants coming from locations that are very far away from the tour’s location will be subject to the effects of jet lag, which include lack of sleep and exhaustion from the travel itself. 2Up and Overloaded takes the consequences of jet lag very seriously, and we highly recommend that participants allow for an appropriate amount of time to stay in the region of the tour before the tour start date.

- **Coming from Nearby** – Participants traveling from three time zones or less away from the tour start location may arrive to the tour’s region on the tour start date, or earlier.
- **Coming from Fairly Far** – Participants traveling from three to eight time zones away should allow at least two days of full rest in the tour’s region prior to the tour start date.
- **Coming from Very Far** – Participants traveling from nine to twelve time zones away should allow at least four days of full rest in the tour’s region prior to the tour start date.
- **50 or Above** – Jet lag effects worsen with age. Consequently, participants aged 50 or older should consider adding at least an additional full day of rest to the recommendations above.
- **Extra Travel Expenses** – Arranging for accommodations for these advance days of rest, and all other associated expenses, are the responsibility of the participant. 2Up and Overloaded recognizes that these precautions add expense to the trip, but taking jet lag consequences seriously will allow participants to start the tour refreshed and alert, and therefore able to enjoy every part of the journey.

(5d) **Shared Rooms** – If you are booking as a solo rider in a shared room, you accept that you are willing to share the accommodations with another person of our choosing under the same conditions. In accepting these terms and conditions for shared room bookings, you are accepting that 2Up and Overloaded cannot be held accountable if for any reason either party in the room is not compatible.

## 6. Safety

(6a) **Adventure Travel Disclaimer** - There are many inherent risks in adventure travel of the type involved in our tours, which can lead to illness, injury, or even death. These risks are increased by the fact that these tours may take place in remote locations, far from medical facilities. The participant assumes all such risks associated with participating in this tour.

- In addition and without limitation, 2Up and Overloaded is not responsible for any injury, financial or physical loss, death, inconvenience, delay, or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation, or for failure of any transportation mechanism to arrive or depart on time.
- We are not responsible for any loss or damage to your property, including your motorcycle (if owned by you) irrespective of how any damage may have been caused.

(6b) **Safe Riding Requirements** – At 2Up and Overloaded, we take extra care to make sure that all our tours are as enjoyable and as safe as possible. This means that participants are required to adhere to the following guidelines while riding a motorcycle at all times during our tour:

- **Follow the Local Laws** – The rider is responsible for abiding by all local laws, including adhering to the speed limits. Any fines or violations are the rider's responsibility.
- **Wear a Helmet** - Helmets are required for all riders and passengers by 2Up and Overloaded in all locations irrespective of the local laws and norms.

(6c) **Safety Gear Recommendations** – Although not required, all riders and passengers are highly encouraged to wear safety gear, such as:

- **Protective Clothing** - Motorcycle jacket and pants with armor, or armored equivalent gear.
- **Protective Boots** - Sturdy motorcycle boots that provide some ankle support.
- **Gloves**

Before the tour start date, 2Up and Overloaded will provide participants with all our recommendations for proper riding gear that is suitable for the array of climates and riding conditions that exist in the tour's locations.

(6d) **Environmental Challenges** – Due to the nature of adventure travel and the diverse locations that our tours go to, the change in weather and environmental conditions may be extreme, especially compared to what you are used to. Participants should be aware that they may come across some or all of the following environmental conditions, and within short succession:

- Intense rain,
- High heat and humidity,
- High altitude,
- Persistent cold at high altitudes.

Activities that may occur during these conditions involve motorcycle riding, hiking, and other outdoor endeavors.

(6e) **Food & Water Concerns** – 2Up and Overloaded tries to select food stands and restaurants that have previously met our standards, and we have chosen these establishments in good faith. However, we cannot guarantee the quality and health safety of any of the food or water served at any food stands or restaurants that we visit. Participants bear full responsibility for the consequences of eating and drinking from any place during the tour, whether that establishment was recommended by us or not.

- **Allergies and Other Dietary Concerns** – Assuming that we are aware of any allergies or dietary concerns that a participant may have, we will try our best to acquire food for the participant that meets their specific needs. That being said, we cannot be held responsible in any way for failing in this regard, and it is up to the participant to adhere to any particular diet that they may have.
- **Water Concerns** - Water quality in the countries that your tour takes place may not meet your standards, and poor-quality water may lead to illness and severe health issues. Consequently, participants are encouraged to drink only bottled water or drinks, to avoid canned drinks soaking in water, and to avoid ice in your drinks. Brushing your teeth with only bottled water is also recommended.

(6f) **Unruly Behavior & Abuse** - 2Up and Overloaded reserves the right at our absolute discretion to terminate a participant's tour without prior notice if the participant is in our opinion disruptive, likely to cause annoyance, damage to any other person or property, or danger by putting themselves or others in harm's way.

- **Abuse** – We have a zero-tolerance policy regarding any type of abuse. Any form of threatening behavior, verbal, racial, sexual, or physical abuse to another member of the group or towards any of our staff, contractors, or tour leaders, will result in you being expelled from the tour and your tour terminated.
- **Expulsion** – In any of these circumstances, the participant(s) concerned will be required to leave the tour, and we will have no further responsibility to them including any return travel arrangements. No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

## 7. Motorcycle Riding

(7a) **Rider Responsibility** – We have no influence or control over your riding ability or skills, and it is entirely your responsibility to ensure that you are safe, riding within your own ability, and abiding by local laws, rules, and regulations for each country.

(7b) **Riding Conduct** – We expect a level of competency and an ability to fully control your motorcycle at all times. You are expected to ride in a courteous and safe manner in respect to your fellow riders and other road users, and are responsible for maintaining safe riding practices for the duration of the tour.

- If we feel you are not riding in a safe and courteous manner, or you are putting other members of the group or other road users at risk, we reserve the right at our absolute discretion either to ask you to leave the tour group and ride alone, or to leave the tour group altogether.
- The rider may be held responsible if mechanical or personal damage occurs due to their negligence in operating their motorcycle due to an intentional disregard for following safe and acceptable riding practices.

(7c) **Tour Difficulty Gradings** – Our tour gradings have been given in good faith, but without any responsibility to 2Up and Overloaded whatsoever. It is the participant’s responsibility to choose the appropriate tour to their skill level and ability.

- We cannot be held responsible if the participant is out of their comfort zone in regard to the grading and difficulty of the tour.

(7d) **Riding with the Weather in Mind** – Participants should be aware of and be prepared for riding a motorcycle in the following weather conditions:

- **Rain** – As long as the rain is not too severe, motorcycle travel typically continues (cautiously) during the rain. Possessing appropriate rain gear is essential. Rain may also make roads flooded, slick, and muddy, and participants are expected to have experience riding in such conditions.
- **Heat** – For extremely hot climates, participants are encouraged to ride with proper lightweight, mesh gear that is suitable for the region. 2Up and Overloaded will also assist participants with tips on dealing with the climate. However, participants are responsible for monitoring their own health during the tour, and should inform 2Up and Overloaded staff if they are feeling any signs of heat stress, heat exhaustion, or heat stroke, such as headache, confusion, nausea, light-headedness, rash, and other unusual symptoms.
- **Cold** – Although not so much a concern in equatorial or tropical regions, at high altitude it may get cold. Having a warm, wind-cutting jacket is important for these circumstances.

(7e) **Accidents** – 2Up and Overloaded incurs no responsibility whatsoever for any motorcycle accident involving a participant with an unrelated third party or another participant.

- In such an occurrence, 2Up and Overloaded will if possible, and at its entire discretion, assist participants in obtaining necessary medical treatment and resolving disputes arising from accidents, but such assistance can be withdrawn if any involved participants refuse to abide by the directives of 2Up and Overloaded staff or directives of local authorities. 2Up and Overloaded bears no responsibility for the outcome of any such assistance.



## 8. Motorcycle Rental

### (8a) Requirements for Motorcycle Rental –

- **Motorcycle License** – You must hold a valid motorcycle license from your home country (which must be presented at the time of motorcycle pick-up). An International Driver's License is not required but is recommended.
- **Age Requirement** – You must be 21 years of age or older at the time of your motorcycle rental.
- **Experience** – You must have 3 years riding experience on a similar size motorcycle or larger (negotiable).
- **Renter's Terms & Conditions** - In addition to these terms and conditions, the rider is also subject to the local motorcycle rental company's terms & conditions when using one of their rental motorcycles for our guided tour. This paperwork must be signed and completed upon arrival at the tour destination and before receiving a motorcycle.

### (8b) What is Included with the Motorcycle Rental –

- **Local Limited Liability Insurance** – This insurance does not include coverage for injury, personal property, or damage as the result of negligence such as the use of the motorcycle while under the influence of drugs or alcohol.
- **Unlimited Miles**
- **Luggage Storage** – This will be provided mostly by the tour's support vehicle. It is to be assumed that there will be no panniers or top box provided, and so having a comfortable backpack while riding is highly recommended for carrying your daily essentials.

### (8c) What is NOT Included with the Motorcycle Rental –

- **Helmets and Safety Gear** - 2Up and Overloaded does not provide helmets or other riding gear to participants. Riders and passengers are encouraged to bring their own helmets and gear for comfort and safety.
  - *Important* – Helmets are required for all riders and passengers by 2Up and Overloaded in all locations irrespective of local laws and norms.
- **Fuel** – During the tour and when riding together, we reserve time for fuel stops for the entire group based on the travel times involved and the mileage of the typical motorcycle used. Participants are required to monitor their own fuel use and notify tour organizers if they are in urgent need of a fuel stop.
- **Tolls, Fines, and Violations**
- **Tire Damages** – The rider is responsible for all costs associated with tire damage or punctures, and tire repair during the rental duration. We will carry a tire patch kit in the support vehicle.

(8d) **Rental Motorcycle Substitution** – 2Up and Overloaded does not guarantee the model of motorcycle you have asked for. In rare situations, an issue might prevent a motorcycle from going out as planned, and we work hard with our participants to make sure they get a resolution they are happy with. We reserve the right to substitute the motorcycle confirmed to the rental customer with a similar model. This constitutes the maximum liability of 2Up and Overloaded in relation to the availability of specific motorcycle models.

(8e) **If You Bring Your Own Motorcycle** – In the case that you bring a motorcycle that you own on our tour, that motorcycle, including damages, storage, maintenance, and repairs, is solely your responsibility.

- **Road-Legal** – Your motorcycle must be road legal in the country where it will be ridden, including having the appropriate insurance.
- **Breakdown Coverage** – You must hold the appropriate level of valid breakdown cover for your motorcycle in the form of insurance or finances. This should include repatriation coverage in the event of an accident or breakdown.

## 9. Cancellation Policy

(9a) **If You Cancel** – 2Up and Overloaded is not responsible for a participant's inability to attend a tour due to any circumstance, whether it be due to health, family, environmental, or other reasons.

- **If You Cancel MORE Than 3 Months Before** – Cancellations initiated by the participant and received in writing to [2upandoverloaded@gmail.com](mailto:2upandoverloaded@gmail.com) with more than 90 days' notice before the tour start date will be subject to a \$200 (two hundred U.S. dollars) cancellation fee. Any funds paid above this amount will be refunded.
- **If You Cancel LESS Than 3 Months Before** – Cancellations initiated by the participant and received in writing to [2upandoverloaded@gmail.com](mailto:2upandoverloaded@gmail.com) between 90 and 30 days' notice before the tour start date will be subject to a \$1,000 (one thousand U.S. dollars) cancellation fee. Any funds paid above this amount will be refunded.
- **If You Cancel LESS Than 1 Month Before** - Cancellations initiated by the participant and received in writing to [2upandoverloaded@gmail.com](mailto:2upandoverloaded@gmail.com) with 30 or less days' notice before the tour start date will invoke the forfeiture of all funds paid as a cancellation fee.
  - You may also use the entirety of the amount paid as a credit towards a future 2Up and Overloaded tour within 12 months of the original booking date.
- **If You Cancel DURING the Tour** – Cancellations initiated by the participant while the tour has already commenced will invoke the forfeiture of all funds paid. This includes if a participant feels obligated to leave the tour due to difficulties relating to the climate, food, travel conditions, jet lag, amount of motorcycle riding, or other environmental considerations.

(9b) **Protect Your Payments** - Unless otherwise specified above, all funds paid towards participation in a tour are nonrefundable. If you would like to protect your deposit and balance as well as other travel plans, please consider trip interruption and travel insurance purchasable through your credit card or a third party.

(9c) **Transference of Booking to Someone Else** – In the event of you having to cancel the tour for any reason, you may transfer the booking to another person providing a minimum of 14 days' notice is given in writing to [2UpAndOverloaded@gmail.com](mailto:2UpAndOverloaded@gmail.com). This will incur a \$50 (fifty U.S. dollars) administration charge, plus any additional direct costs we may incur.

(9d) **If We Cancel** – 2Up and Overloaded retains the right to cancel any tour, for any reason, at any time. That being said, we will certainly do our best not to cancel a tour except for the most extreme and essential reasons.

- **If We Cancel MORE Than 2 Weeks Before** – In the event that 2Up and Overloaded cancels a tour up to 14 days prior to the tour start date, all deposits and balance payments will be refunded (minus a 3.3% processing fee). We may also offer rebooking on alternative dates, where applicable.
- **If We Cancel LESS Than 2 Weeks Before** – In the extraordinary event that a tour must be canceled less than 14 days prior to the tour start date due to catastrophic and unforeseen circumstances, all deposits and balance payments will be refunded that are above and beyond any hotels, transport, and other travel expenses already paid for.
- **If We Cancel DURING the Tour** – In the extraordinary event that a tour must be canceled once it has commenced due to catastrophic and unforeseen circumstances, no refund or credit will be issued.

(9e) **Extreme Events** – 2Up and Overloaded will not be held responsible or offer a refund or compensation for damages or lost travel in any of the following situations: terrorist activity, pandemic, biological outbreaks, war, threat of war, civil strife, riots, natural or nuclear disasters, industrial disputes, unavoidable technical problems with transport, or acts of God.

(9f) **Participant Travel Expense Reimbursement** – 2Up and Overloaded will not be held responsible for the reimbursement, in part or in whole, of any pre-booked hotels or transport arrangements relating to your tour should we cancel. This includes but is not limited to - hotel bookings, flights, ferries or train travel costs, taxis, buses, rental costs, or any other out-of-pocket costs or expenses incurred as a result of the tour being cancelled. Personal travel insurance is advised.

## 10. Tour Alterations

(10a) **If We Make Significant Changes** – It is possible that changes to an itinerary might be necessary prior to the tour start date. In most cases, these changes will be minor and will not greatly

affect your experience. However, it may be necessary for significant changes to be made (i.e. point of departure, date of departure, final destination, or any event which may reduce the tour's quality).

- **If We Make Significant Changes BEFORE the Tour** – If significant changes are made after you have booked but before the tour start date, you are free to continue with the tour with the revised itinerary, or accept an offer of an alternative tour of the same value at a different date. Alternatively, the booking may be cancelled in return for a voucher to the value of the deposit paid valid for 12 months from the date of original booking.
- **If We Make Significant Change DURING the Tour** - Once the tour has commenced, 2Up and Overloaded reserves the right to alter routes and accommodations at short notice due to circumstances beyond our control. In this situation, we will notify you as soon as reasonably possible, and no refund or credit will be issued.

(10b) **Tour Delays (Force Majeure)** – 2Up and Overloaded cannot be held responsible for unforeseen delays caused by: terrorist activity, pandemics, biological warfare, war, threat of war, civil strife, riots, natural or nuclear disasters, industrial disputes, unavoidable technical problems with transport, failure of hoteliers, blockades, acts of God, ferry operators or other suppliers.

- **Tour Delay Compensation** – Similarly, 2Up and Overloaded cannot be held responsible for any compensation or delays to a journey including international or internal flights or ferry crossings. In the event of any of the above, refunds or compensation cannot be made, and participants will be responsible for providing all their own additional meals, travel, and accommodation.

(10c) **Surcharges** – The tour price will not be subject to a surcharge save that in exceptional circumstances resulting from government action affecting transportation cost and/or currency fluctuations. There may be instances where circumstances beyond our control dictate an increase in the cost. We will not pass on any increase less than 2%, however 2Up and Overloaded reserves the right to introduce a proportionate surcharge for increases larger than this if they occur more than 60 days before travel.

- **Surcharge Refund** - If as a result of the surcharge, the increase is more than 10% of the stated tour price, you will be given the option to cancel your booking and receive a full refund on all deposits and funds paid (minus a 3% processing fee).

## 11. Complaints

(11a) **Complaints Procedure** – We firmly believe that nothing ever improved without some constructive criticism. And so as part of our effort to continuously enhance our services as tour operators, we welcome any complaints or advice about our tour.

- **Step 1** – In the event of you wishing to make a complaint, you should first approach your tour representative with the complaint.

- **Step 2** – If you still consider that your complaint has not been properly addressed, you should put your comments in writing and send them to [2UpAndOverloaded@gmail.com](mailto:2UpAndOverloaded@gmail.com) within 28 days of your return giving full details of your complaint.
- **Failure to Comply** – If you fail to follow this complaints procedure (on tour and on your return home), we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and potentially rectify any problem.

## 12. Media & Photography

(12a) **Media Copyright** – All content appearing on the 2Up and Overloaded website and our social media platforms, whether written text, images, or video, is the property of 2Up and Overloaded under copyright.

(12b) **Photography** – We may take photographs and video footage of any participant (and/or pillion) and your motorcycle while on the tour. We reserve the right to use such material for any advertising, brochure, video production, social media, or for any other marketing uses without obtaining further consent.

## 13. Privacy Policy

**Personal Information Confidentiality** – 2Up and Overloaded will keep all personal information provided by clients completely confidential. We do not and will never sell or otherwise provide that information to third parties. In the event that you no longer want to continue to receive emails from us, simply click the Unsubscribe button near the end of any of our email newsletters, or simply contact us at [2UpAndOverloaded@gmail.com](mailto:2UpAndOverloaded@gmail.com).

## 14. Release of Liability and Assumption of All Risks

(14a) **Acceptance upon Payment of the Deposit** – By paying the deposit for any tour with 2Up and Overloaded, you and all members of your party are accepting our terms and conditions. It is each participant's responsibility to read and understand the terms and conditions.

(14b) **Assumption of All Risks** – You acknowledge that motorcycling and traveling entails known and unanticipated risks. You also accept that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include but are not limited to: traveling in mountainous terrain, altitude, civil unrest, acts of God, forces of nature, biological warfare, pandemics, all forms of transportation, accident, or illness in remote areas without means of rapid evacuation.

(14c) **Release of Liability** – By accepting our terms and conditions, you acknowledge and hereby release 2Up and Overloaded, their guides, any members of staff or contractors from any and all liability arising from physical or emotional injury, paralysis, illness, death, delays, loss or damage to property or to third parties, recklessness of any kind, and from any and all claims, demands, or expenses resulting from the tour. You expressly agree and promise to accept and assume all of the risks existing in this activity. You accept that participation in this activity is purely voluntary, and you elect to participate in spite of the risks.

(14d) **To Whom This Applies** – This release of liability and assumption of all risks statement applies to you and all members of your party and family, and are binding upon your heirs, legal representatives, and assigns.

## 15. 2UP AND OVERLOADED TOURS DISCLAIMER

I have read and understood 2Up and Overloaded's terms and conditions and I expressly agree to abide by their terms of business. I certify that if I bring my own motorcycle, it is road legal, and that I hold a valid certificate of insurance covering my motorcycle, rider, and pillion (if applicable). I also certify that it is my responsibility to hold valid personal travel insurance and breakdown cover that includes the ability to get myself, my pillion (if applicable), and my motorcycle (if applicable) home in the event of illness, accident, breakdown, or emergency, and I will cover any medical treatment that I (or my pillion) may need.

I have read the tour itinerary and I have made the judgement that the tour is suitable for both me and my pillion (if applicable). I am fully aware of the route, destinations, approximate mileages, types of roads, and I have made the judgement that the tour is appropriate to my experience level and ability. I understand that 2Up and Overloaded reserves the right at their absolute discretion to ask me to leave the tour group and ride separately from the main tour group.

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