

Bike Competence

Swiss Lady Rider / Swiss Road Captain

General Terms and Conditions



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General Terms and Conditions

Services and offers from Kamber SE, Bike Experience

Brands: Swiss Lady Rider / Swiss Road Captain

1 Preamble

All offers are developed and offered to the best of our knowledge and in high quality. We do everything we can to ensure that our customers' experiences leave a lasting positive impression. "Training" and "coaching" promote the personal development of motorcycle control and the ability to ride safely on the road. Training in groups also promotes contacts in the world of like-minded people.

When traveling, it is possible that not all customer expectations will be met. This is the case when expectations are based on personal ideas, personal wishes or individual views. Individualities should be recorded on the form when registering or, even better, should be requested from the organizer before booking.

All people are welcome to travel with us. The interaction and coexistence in a group cannot be conclusively regulated in the T&Cs, and yet the way people interact with each other forms part of the travel conditions. Multi-day trips in groups involve a certain potential for conflict due to the different characters and abilities of the participants. As participants, it is obligatory to approach each other with unbiased generosity and to be generous in our dealings with each other. Mutual support is also expected. Respectful interaction between participants is a must. Any discrimination, negative or offensive remarks, insults or undesirable actions will not be tolerated.

All participants are responsible for their personal health and well-being. When choosing food, it is advisable to follow the premise: "boiled, grilled or baked". We are traveling on motorcycles. There's nothing wrong with a beer on arrival in the evening, as we are teetotal during the day. Extreme restraint is required at all times when consuming alcohol or taking medication.

2 General

These General Terms and Conditions (GTC) govern the contractual relationship between Kamber SE, Bike Experience division with the brands "Swiss Lady Rider" and "Swiss Road Captain" and its customers. The GTC apply to motorcycle-related offers and services, unless and insofar as no deviating agreements have been made (agreed in writing). The offers and services are developed, prepared, planned and provided in and from Switzerland.

In the following, Kamber SE is referred to as the organizer, customers as customers or participants.

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Translations into other languages are created online with "DeepL", without linguistic and legal checks. The basic language for the texts, content and understanding of the translations is German.



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3 Services of the organizer

The contractual services of the organizer result from the respective descriptions of training, coaching and travel. The services are advertised by means of mailings, flyers, brochures, websites or social media. The services are listed again in the booking confirmation and are therefore binding.

The organizer expressly reserves the right to make changes to the services before the booking is completed. Customers will be informed immediately before a binding booking is made.

3.1 Scope of offers / services

The offers and services are listed exhaustively in the tenders and programs. Coaching is discussed in person and is individual.

Further services or desired changes during the trips are not included in the price and will only be carried out on request and at cost.

3.2 Changes in performance

- Training / Coaching

- Training includes various exercises, always retaining the character of
- Coaching is individual

- Travel

Changes to or deviations from individual travel services, such as routes, hotels, visits, sightseeing or postponements, are not provided for unless they are necessarily caused by or the fault of the organizer. They are permissible if the character of the booked trip is not significantly altered. The Organizer shall inform the affected customers immediately of the changes (giving reasons).

In particular, it should be noted that changes to motorcycle tours are possible due to weather conditions, short-term road closures, official directives and changes in the general risk situation (force majeure). If these occur during the trip, the requirements of the changed situation will be taken into account. The safety of customers is the top priority of the tour operator. In such cases of force majeure, no claims can be made against the organizer.

3.3 Pricing

Pricing is the responsibility of the organizer. There is no accountability.

3.4 Price changes / different price models / discounting

We reserve the right to pass on unexpected price increases to participants. These may be newly introduced government levies, VAT increases, currency differences increases, currency differences, significant sudden increases in entrance fees, transportation services, hotel price increases due to change of ownership, fuel surcharges and the like. The calculations are made on the basis of the differences shown. In the event of significant currency differences, the exchange rates of UBS, Switzerland apply on the date of the invitation to tender and 30 days before the start of the trip.

Customers will be informed 3 weeks before the start of the trip.

It may be that parts of the travel costs must be paid from a joint fund for all participants and are not part of the travel price. An "à account" may be requested for this purpose. This "à account" will be paid to the RC in cash at the start of the trip. The amount is estimated at the time of booking, but may change up to the start of the trip (see above). At the end of the trip, a statement of the "à account" will be drawn up. The remainder will be returned to the participants according to the principle of solidarity. There is no entitlement to an individual account.

Discounts on the prices of the offers are not provided. However, discounts can be agreed based on

the volume of bookings made by customers. This applies in particular when customers book for groups, which in turn represent their customers, groups of friends or clubs.

3.5 Hire of vehicles

If vehicles (motorcycles) are rented for a trip or as a replacement vehicle, there is a contractual relationship between the rental company and the renters. Although renters are members of tour groups, the organizer is not involved in these trades and assumes no responsibility. Accordingly, it cannot be held liable.

3.6 Quote requests

If potential customers request quotations for trips, a processing fee of CHF 300 is generally payable. This will be offset when the contract is concluded. Paragraphs 14, 15 and 16 of these GTC apply to offers issued.

4 Cancellation, transfer, delays

Customers may withdraw from booked and paid services at any time. They also have the right to be replaced by a third party (substitute person).

- Cancellation of training / coaching

The organizer reserves the right to charge cancellation fees in the event of unjustified non-attendance by registered participants:

- Within 5 days before the event 20% of the agreed price
- On the day of the event 100% of the agreed price

- Cancellation of trips

In the event of cancellation, non-participation in the trip, or cancellation of the trip by registered participants, the cancellation costs are as follows

- within 60 days before the start of the trip 20 % of the travel price
- within 30 days before departure 50% of the tour price
- within 10 days before the start of the trip 90 % of the travel price
- 100% of the tour price on the day of departure or in case of no-show

The claims exist within the scope of the travel prices and are not to be disclosed.

Withdrawal must be made in writing and signed. The date of receipt by the organizer shall apply. Delivery is deemed to be a debt to be discharged at the creditor's domicile.

4.1 Transfer of the trip to a third party:

If a third party enters into the contract, the customer shall be liable to the organizer as joint and several debtor for the travel price. No additional costs shall be incurred in this case.

The organizer reserves the right to object to the participation of third parties (substitute person).

4.2 Delayed departure, early exit

Changes to boarding and alighting times are generally possible. However, these must be announced at the time of booking. Subsequent changes may incur costs. This applies in particular if services already booked by the organizer are not refunded.

4.3 Non-utilization of individual services

Customers are not obliged to accept the additional services listed in the travel descriptions, such as half board or sightseeing tours, etc. If these are not accepted, the customer is entitled to a refund or compensation. If these are not accepted, there is no entitlement to reimbursement or compensation.

4.4 Rebookings

Booked trips cannot be rebooked. The tour operator may allow rebookings within the scope of its travel offers. Possible cost consequences and a processing fee of CHF 200 must be paid by the customers concerned.

4.5 Trip interruption

- **for technical reasons**

If customers are unable to continue the trip due to a defective or no longer roadworthy motorcycle and if it is impossible to obtain a replacement vehicle within a period of time that does not burden the tour group, there is generally no entitlement to reimbursement of costs. The organizer reserves the right to reimburse cancelable costs. This shall only be the case if the traveler is not at fault. No reimbursement will be made if the defect occurs due to lack of maintenance, insufficient tires, negligence during daily checks or in the event of an accident.

The determination of a repair workshop or specialist personnel on site applies.

The organizer will provide support as far as possible. In order for this to be possible, the organizer must be provided with all the necessary information on insurance, policy/member number and contact details when registering.

It must not be assumed that the organizer or participants will offer rides.

- **for medical reasons / after an accident**

If a trip is interrupted for medical reasons (illness, accident, etc.),

- the responsibility for medical assistance and the journey home lies with those affected
- the repair of the motorcycle is organized by those affected
- the luggage is handed over at the hospital (initial delivery). If this is not possible, the luggage will be handed over at the end of the trip
- Additional expenses for coordination in connection with a trip interruption due to the above-mentioned circumstances will not be invoiced. Any advance payments remain due

Assistance insurance must be taken out for these cases before the trip (see para. 11)

The organizer provides support within the scope of its possibilities and level of knowledge.

In order for this to take place, the organizer must be provided with all the necessary information on insurance, policy/member number and contact details when registering.

- **for personal reasons**

If a trip is canceled for personal reasons, no costs will be reimbursed. The organizer reserves the right to reimburse cancelable costs.

- There is no entitlement to accompaniment on the onward or return journey
- If you continue your journey without a motorcycle, the repair must be organized by the person concerned
- Luggage handed in, if it cannot be taken on the motorcycle, remains in the escort vehicle until the agreed pick-up time.

- **Termination by the organizer**

The organizer reserves the right to terminate the onward journey of customers who significantly disrupt the tour, in particular if the safety, protection or personality of participants is at risk. The same applies if the preamble is disregarded.

In these cases, no travel expenses will be reimbursed.

- There is no entitlement to accompaniment on the onward or return journey
- Luggage handed in, if it cannot be taken on the motorcycle, remains in the escort vehicle until the agreed pick-up time

The organizer reserves the right to charge the affected customers for additional costs and claims for damages.

5 **Bookings of offers / implementation / limits**

A contract is concluded between the customer and the organizer by written or verbal agreement (Art. 11 OR).

5.1 Bookings

- **Training / Coaching**

Bookings for training and coaching are made by verbal or written confirmation. The prices and conditions will be announced before the commitment is made. Training courses lasting several days are booked in writing in the same way as motorcycle tours.

- **Travel**

Bookings are made by completing and signing the registration form. All customers must complete one form. Multiple bookings on one form cannot be considered. Customers will immediately receive a written booking confirmation and the invoice for the travel price. Participation is deemed to have been booked when the required payments have been received by the organizer (by the due date). Bookings are accepted according to the "first paid, first booked" principle.

The organizer reserves the right to refrain from accepting potential customers due to adverse circumstances that endanger or burden the tour group.

6 **Implementation**

6.1 Minimum number of participants

- **Training / Coaching**

The organizer reserves the right to cancel the training if the minimum number of participants is not reached. Those affected will be informed verbally or in writing. Coaching sessions may be canceled due to weather conditions or illness of the trainer. In both cases, alternative dates will be offered.

- **Travel**

The organizer reserves the right to cancel a trip up to 30 days before the start of the trip at the latest if the minimum group size is not reached. The minimum group size is stated in the respective tour descriptions. If it becomes apparent at an earlier date that the trip cannot take place, the organizer will inform the participants immediately. The tour price will be refunded in full in the amount of the payment already made.

In the event of short-term geopolitical changes in the security situation in the countries to be visited, a trip can be canceled at any time. The recommendations of the FDFA apply. In this case, the costs will be refunded, except for those that cannot be canceled.

6.2 Weather dependency

- The trips and day tours on offer take place in all weathers
- Weather conditions can be taken into account during training and coaching

7 Terms of payment

In principle, all services must be paid for before they are provided. Options for partial or installment payments must be requested before booking.

- Training / Coaching

Benefits are paid in cash or by electronic means of payment on the day of the event. In exceptional cases, an invoice may be issued.

- Travel

Invoices are issued for these services. Cash payment is possible in exceptional cases. Payment in installments is generally possible. Please ask the organizer about the possibilities.

7.1 Travel: Definitive booking

Once the completed registration forms have been received, customers will receive a booking confirmation and invoice. The respective payment dates and amounts are shown on the invoice.

The start of the trip is only possible after timely payment of the travel price.

- Terms and conditions

- Deposit of 25% of the travel price, within 7 days after receipt of the booking confirmation
- Final payment of 75% of the tour price, up to 30 days before departure
- For bookings made within 30 days prior to departure, the entire travel price must be paid within 5 days

8 The motorcycle tour "on tour"

8.1 Tour guide

The¹ Road Captain (hereinafter referred to as RC) is an employee of Kamber SE. He leads the motorcycle tour and in this function is also the tour leader. The RC is the contact person on site and is at the service of the customers. The RC is responsible for the individual responsibility of customers. He represents Kamber SE towards customers and all service providers. He acts in the interests of Kamber SE and may, after consultation with the management, issue warnings and terminations or exclude customers from the group during the trips. Exclusion means that the customers concerned will no longer travel in the convoy.

If an RC falls ill or has an accident during a tour, the organizer will endeavour to find a replacement. On long trips, two RCs are planned for the group. By majority decision of the tour group, it is also possible for a participant to take over the role with the support of the organizer. If the trip has to be canceled for this reason, customers are entitled to a pro rata refund of the tour price. There is no entitlement to any further compensation.

8.2 Alcohol / medication / drugs

The consumption of alcohol or medication is generally not recommended on all trips. Alcohol and medication may be consumed within the scope of legal regulations. In the event of excessive alcohol consumption, there is a risk of high blood alcohol levels on the following day. If this is detected, those

¹ Taken from the English language

affected will be excluded from the group and will move away from the group. Medication that affects the ability to drive should be avoided. If necessary, consult a doctor before taking any medication.

The consumption of drugs of any kind will result in immediate termination.

8.3 Waiting times

Waiting times en route caused by breakdowns, accidents or minor repairs to motorcycles do not give rise to any liability claims against the organizer.

8.4 Dealing with breakdowns or accidents

The organizer or the RC and its team will support the affected customers as far as possible. Any repairs to vehicles and persons must be initiated by the participants or their emergency contacts.

- **The basic principle is:**

- In the event of breakdowns, until the Assistance is alerted and rolling
- In the event of accidents, until the rescue, ambulance and police are on site
- In case of illness, until medical help is on site

The tour group continues its journey as planned. It must not be assumed that the organizer or participants will offer rides.

8.5 Accommodation

The hotels are carefully selected by the Tour Operator and generally correspond to the middle class customary in the country. In emergencies such as unexpected weather, security events (force majeure) or massive delays not caused by the Organizer, the Organizer will act with the necessary and possible care, but cannot rule out inconveniences. Refunds are not possible in these cases.

If the desired single room cannot be offered at the hotel, a double room for single use will be booked at no extra charge. This applies to registrations made up to 60 days before the start of the trip. If a double room for single use is not available at short notice and unexpectedly, the participants concerned must share a room with at least one other person. The single room supplement will be refunded.

8.5.1 Booking half double room

Half double rooms can only be booked if two people decide to share a room. The room allocation is made at the time of registration, with the corresponding entry on the registration form. It is not possible to book half double rooms for single persons.

If the persons have a dispute before the start of the trip, the organizer will check the possibility of booking single rooms for the persons concerned. If this is possible, the booking of a half double room will become a booking of a single room with no cost consequences.

If this is not possible, the existing booking remains valid. In the event of disputes during the trip, no alternative will be offered.

9 Customers make a commitment:

- **Compliance with instructions**

The customer undertakes to observe the applicable traffic regulations /² road traffic laws of the countries to be visited and to comply with the³ rules of group travel and not to endanger or harm people or nature through their behavior. The instructions of the RC, hotel staff or other persons involved in the service chain must be respected.

The organizer and its representatives have no obligation to determine and check the abilities and skills of the participants. The same applies to personal equipment, luggage and the motorcycle.

- **Fulfillment of the framework conditions**

- all customers are physically and mentally fit enough to complete the trip and are willing to embark on the journey
- all customers are responsible for their own luggage and equipment
- all customers wear motorcycle protective clothing appropriate to the tour. The clothing must meet the respective requirements of the countries visited (e.g. gloves with certificate labels, reflectors on helmets, etc.).
- Customers must ensure that they have sufficient money available at all times in the required currencies, either in cash or by credit card. The necessary amounts for refueling and meals can be requested from the organizer. The organizer does not provide any banking services and assumes neither guarantees nor sureties
- All customers driving motorcycles must be in possession of a valid driving license for the countries to be visited at the time and during the period of the trip. The driving license must be presented at the start of the trip
- the necessary motorcycle documents (vehicle registration document with additional sheets, "international insurance card", authorization to drive the vehicle by the owner...) must be carried on board
- the motorcycle must comply with the legal requirements and must be equipped in accordance with the country-specific regulations (spare bulbs, reflective vests, breakdown triangles, masks, etc.)
- the motorcycle must be in perfect technical condition. Tires and service must outlast the trip by 1,000 kilometers
- the motorcycle must be able to be used on all roads. This applies in particular to roads with restrictions similar to the noise restrictions in Tyrol (A)

Participation is not possible in the event of non-compliance or missing documents. This will lead to exclusion. Payments made will not be refunded in such cases.

10 Formalities / Transportation

- **Formalities**

Some tours lead to countries for which special passport, customs, visa and vaccination regulations apply. Customers are responsible for complying with these regulations, in particular for obtaining any visas or vaccinations. The same applies to possible and necessary tests.

- **Luggage transportation**

When traveling across national borders, the suitcases must be labeled and provided with a budget. As far as possible, they will be sealed in the presence of the customer. A copy of the label must be given to the driver of the luggage transport vehicle. No luggage can be transported without this formality.

² Knowledge of the respective laws of the countries visited must be obtained from the participants

³ Document can be requested from the organizer

The organizer is liable for luggage transport within the scope of liability insurance. Defects or losses must be documented with the luggage receipt (defective goods, photos, etc.). Claims will be considered within one week.

- **Motorcycle transportation**

For motorcycle transports, the liability provisions of the respective transport service provider apply.

- **Passenger transportation**

The liability provisions of the respective transport companies apply here

11 Insurances

Participants are responsible for their own personal insurance cover. Sufficient insurance cover (personal and vehicle) is essential.

The organizer expects that:

- the vehicles are insured against liability and collision
- assistance insurance exists for the vehicles (incl. vehicle repatriation)
- personal assistance is available (incl. personal repatriation)
- travel cancellation insurance exists
- personal liability insurance exists
- legal expenses insurance exists
- health insurance cover exists for trips abroad

The insurance policies must provide their benefits in the countries to be traveled to. For trips to countries that are not listed on the international insurance card, standard insurance policies are taken out at the respective borders by the participants. No claims can be made against the organizer over and above the respective coverages.

We recommend the offers of the Touring Club Switzerland

Membership, ETI Europe, ETI Worldwide

[Link to the TCS ETI cover letter](#)

[Link to the overview of TCS offices](#)

12 Disclaimer

The tour operator is liable within the scope of the duty of care of a proper tour operator for conscientious travel preparation, the careful selection and monitoring of the service providers and the proper fulfillment of the travel services. The tour operator is not liable for deficiencies in the services of third parties.

- **Participation is at your own risk.**

All customers agree to the following declaration without objection with their travel registration:

- Participation in coaching, training or motorcycle tours is at my own risk
- I am fully aware of the risks involved in riding a motorcycle at home and abroad, especially on poor roads and off-road. I am also aware that the weather can influence riding style and road conditions
- I am responsible for my own driving style, even if I am driving in a group and following the RC. By signing the registration form, I declare that I accept civil and criminal liability for all damage and offenses caused by me (e.g. personal injury, consequential damage to property, fines, charges...) and will ensure that I have sufficient insurance cover myself

- I myself am liable for damage to the motorcycle and equipment. If damage is caused by the transport company during loading or transportation of a motorcycle, the damage must be settled directly
- The organizer cannot be held liable for damage to or loss of vehicles and equipment
- I am aware that neither the organizer nor its employees and assistants can be held liable for personal injury, property damage or financial loss of any kind: personal injury, damage to property or financial loss of any kind, nor can they be held liable for the misconduct of individual participants

- **Items carried**

The organizer is not liable for theft, loss or destruction. Damaged or borrowed items (vehicles, clothing, etc.) must be replaced by the hirer.

- **Protective equipment**

All customers are responsible for their personal protective equipment and for wearing it. The organizer cannot be held liable for any damage or legal consequences.

- **Pandemic / diseases**

All customers undertake to comply with the current hygiene regulations of the Federal Office of Public Health (FOPH) / country-specific regulations of the respective country and the instructions of the organizer on the premises.

Visiting the organizer's premises (including partners, hotels, restaurants, external workshops and premises rented to other companies) is prohibited for customers with symptoms of illness, suspected infection with transmissible pathogens and/or a (officially or self-) prescribed quarantine. The risk of infection cannot be fully excluded even if the hygiene rules are observed. The organizer excludes any liability in this regard.

12.1 Exclusion of liability for benefits from third parties

If services are purchased from third parties, the GTC of the respective service provider shall apply. This applies in particular to air, rail and coach travel and all other means of transportation, vehicle hire, clothing and equipment (personal and vehicle-related). The organizer cannot be held liable for events that cannot be directly influenced by the organizer.

Annulment Means of transportation

Refund tickets (when booking through the organizer:

- Flight tickets according to the cancellation policy at the time of booking
- Helicopter flights: no refund
- Train tickets according to the cancellation policy at the time of booking
- Other railroads according to the cancellation conditions at the time of booking
- transfers no refunds

Cancellation of other tickets

- Admission tickets no refund
- Sightseeing: no refund
- Guided tours: no refund

13 Notification of defects - Exclusion of claims - Statute of limitations

If the tour is not provided in accordance with the contract, customers may demand rectification. Customers are obliged to notify the tour guide on site immediately and in writing of any defects. The

customer must assert claims due to services not being provided in accordance with the contract within 5 days of the contractually agreed end date of the trip. Notifications received after this time will be considered null and void.

14 Copyright documents / image rights

All rights, including those of translation, reprinting and reproduction, of all documents and records of the organizer, or parts thereof, are reserved. The contents may not be reproduced - even in part - without the written consent of the organizer, in particular processed using electronic systems, duplicated or used for public reproduction or passed on.

- Image rights

Photos and films taken during coaching, training and travel may be used free of charge by the organizer for advertising purposes, e.g. on the Internet, in social media, for brochures, catalogs and press publications, without the explicit consent of the person photographed. In general, the federal regulations on the handling of images and films apply.

15 Data protection

All personal data collected is subject to data protection and will be treated in accordance with the statutory provisions. Telephone numbers are made available to fellow travelers in the form of an emergency list.

Emergency lists received must not be misused. They must be destroyed after the trip.

16 Place of jurisdiction

The place of jurisdiction is the district court in CH 8610 Uster. Swiss law therefore applies in all cases.

17 Final provisions

The invalidity of one of the above provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible and valid provision which is suitable for achieving the intended purpose of the invalid provision. The same applies to the filling of loop-holes.

Volketswil, December 01, 2023