



OFFROAD ADVENTURE

www.offroad-adventure.eu

www.elvagabundo.eu

Rua Beco dos Emigrantes
P-8900-024 Vila Nova de Cacela



GENERAL TERMS AND CONDITIONS OFFROAD TRAVEL

Terms and conditions

The trips we organize are not package holidays. They are off-road trips for self-drivers with their own vehicles, accompanied by at least one tour guide familiar with the country. They are experiences and sometimes expeditions and adventure trips, sometimes in areas without tourist infrastructure. Long-distance and long-term trips sometimes require all participants to endure exhausting driving stages.

On transcontinental trips outside Europe, some routes pass through countries and regions where partial travel warnings or travel warnings from the foreign offices exist or may occur. Participants in the trips generally travel at their own risk in their own vehicles. Costs for repairs and recoveries are the responsibility of the respective vehicle owner/operator.

Scope of application

1. The following general terms and conditions apply to all trips organized and carried out by Mario Manojlovic - Offroad Adventure and, together with the individually concluded tour operator contract, govern all resulting legal relationships between you and Mario Manojlovic - Offroad Adventure.

Conclusion of contract

2. After Mario Manojlovic - Offroad Adventure has received the registration form signed by you, you will receive a written confirmation of registration. The contract between you and Mario Manojlovic - Offroad Adventure is concluded if you do not notify us in writing and by registered mail within 10 days of receipt of the registration confirmation that you do not wish to conclude the contract. The relevant content of the contract and thus your rights and obligations arise from the registration confirmation and the present general terms and conditions.

Prices and payment terms

3.1 The travel price is stated in the current travel brochure, website and the contract.

Offroad Adventure expressly reserves the right to increase the prices stated in the brochure or contractually, provided that:

- the transport costs, including fuel costs, increase subsequently;
- state duties and fees, such as landing fees, airport taxes, port taxes, fuel taxes, embarkation and disembarkation fees, taxes, etc. are increased or newly introduced;
- the exchange rates applicable to the relevant trip change.

Mario Manojlovic is entitled to undertake such reasonable price increases no later than three weeks before departure

3.2 The holiday price is payable as follows:

- No later than 10 days after signing the written contract by you, the following deposits are to be paid:

50% plus insurance fee for all offered trips by Mario Manojlovic - Offroad Adventure, if not other payment conditions are noted on the registration form.

- The remaining travel price is to be paid by the customer after receipt of the invoice, but no later than 40 days before departure.

The payment is considered to be on time if it is credited to the Offroad Adventure postal cheque account before the payment deadline expires

In the event of late payment, the right to participate in the trip expires.

Cancellation

4.1 The cancellation of a trip that has already been booked must be made by registered letter to Mario Manojlovic.

At the same time, any travel documents already received must be returned.

4.2 In the event of cancellation, a processing fee of €200 per person will be charged for trips within Europe and €400 for trips outside Europe. For cancellations made at short notice, the following cancellation **costs will be charged in addition to the processing fees:**

- Cancellation up to 60 days before departure: 45% of the tour price
- Cancellation 59 to 40 days before departure date: 80% of the travel price
- Cancellation from 40 days before departure date: 100% of the travel price

The date of receipt of your cancellation letter by Mario Manojlovic – Offroad Adventure is decisive for calculating the deadline.

4.3 If you do not appear or do not arrive on time for departure or do not have the necessary travel documents (including vaccination certificates, visas, etc.), the full travel price is due in any case.

4.4 If you cancel a trip, you can name a replacement person up to 10 days before the departure date at the latest, who is willing to enter into your contract under the existing conditions.

The entry of a replacement person into your contract is excluded if;

- their nomination is made too late
- they do not meet the special requirements necessary for the corresponding trip or are unable to participate in the trip due to official orders, visas or legal regulations.

Mario Manojlovic - Offroad Adventure will inform you within a reasonable period of time whether the replacement person named by you can



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participate in the trip. If Mario Manojlovic - Offroad Adventure accepts the replacement person named by you and if this person enters into your contract, the replacement person is jointly and severally liable with you for payment of the travel price and the additional costs resulting from the rebooking.

Insurance

5.1 Each participant is responsible for his or her own insurance. Passengers in your or our organisation cars must also take out their own insurance. It is mandatory to take out travel cancellation, baggage, travel accident and health insurance, as well as repatriation insurance from abroad.

Contract amendment

6.1 Mario Manojlovic - Offroad Adventure expressly reserves the right to change the travel program or individual agreed services before the departure date. Offroad Adventure will inform you of any changes to the contract as soon as possible and will inform you of their effect on the price. If such a program change leads to a significant change in an essential contractual point, you can either accept the contract change or withdraw from the contract. Withdrawal from the contract must be made within five days of receipt of the notification regarding the contract amendment by means of a registered

letter to Mario Manojlovic - Offroad Adventure, otherwise the contract amendment is deemed to have been approved. If you withdraw from the contract, you are entitled:

- a) to participate in another tour offered by Mario Manojlovic - Offroad Adventure of equivalent value or, upon payment of 100 per cent of the price difference, to a higher-value tour;
- b) to participate in another lower-cost individual tour offered by Mario Manojlovic - Offroad Adventure or to a refund of the price difference.

Cancellation of the trip, route changes by Offroad Adventure

7.1 If the minimum number of participants required for the trip, as stated in the travel brochure or in the contract, is not reached, Mario Manojlovic - Offroad Adventure can cancel the trip up to three weeks before the departure date at the latest. In this case, you are entitled to a refund of the travel price already paid. There is no right to compensation.

7.2 If, due to force majeure (e.g. natural disasters, epidemics, civil unrest, war, strikes, etc.), the execution of the trip is significantly impeded, endangered or made impossible, Mario Manojlovic - Offroad Adventure can cancel the trip at any time. In this case, Mario Manojlovic - Offroad Adventure is obliged to offer an alternative trip from its range at no extra cost to the travelers.

The traveler must assert this right immediately after Offroad Adventure declares the trip's cancellation. If the traveller does not take part in a replacement trip, he will receive a credit note for an equivalent trip. Transport costs from third-party providers such as flights or ferry costs are excluded. A claim for damages is excluded.

7.3 If, due to sudden legal changes in the area of implementation (country), prohibitions, route closures by authorities, unrest, vehicle breakdowns of the organisation and participants, Mario Manojlovic - Offroad Adventure can change the route, area or country of the tour, the right to a refund of the already paid travel price or a claim for damages is excluded.

Premature termination of the trip

8. If you break off the trip prematurely, you will not be entitled to a refund of the tour price. Any resulting additional costs, such as return travel costs, will be at your expense, unless they are covered by the obligatory travel incident insurance.

Complaints

9. Complaints must be made to the tour guide in a suitable form, if possible in writing, on the same day. The guide will endeavour to remedy the situation within a reasonable period of time. If you wish to claim for deficiencies, refunds or damages from Offroad Adventure after the end of the trip, you must notify Mario Manojlovic - Offroad Adventure of your complaint in writing and by registered letter no later than one month after the end of the trip as per contract. Complaints, claims for compensation and/or reimbursement can only be considered if they are made during the trip.

Failure to comply with the above deadlines for notification of defects shall result in the forfeiture of any claims for remedy, reduction of the tour price, termination of the contract and compensation.

Liability

10.1 Mario Manojlovic - Offroad Adventure ensures that the trip is organised and carried out properly and in accordance with the contract.

10.2 If international agreements and national laws provide for restrictions on compensation for damages resulting from non-performance or improper performance of the contract, Mario Manojlovic - Offroad Adventure shall in any case only be liable within the framework of the corresponding applicable agreements and laws.

10.3 Any liability of Mario Manojlovic - Offroad Adventure is excluded if the non-performance or improper performance of the contract is due to:

- a) on your part;
- b) on the part of third parties who are not involved in the provision of the contractually agreed services, if these are unforeseeable or unavoidable;
- c) on force majeure or an event that Mario Manojlovic - Offroad Adventure, the agent or service provider, despite all due care, could not foresee or avert.



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Entry, visa and health regulations

11. The information contained in the travel description regarding passport, entry, health and foreign exchange regulations apply to Swiss citizens and citizens of Liechtenstein. Citizens of other countries must indicate their nationality in the registration form so that Mario Manojlovic - Offroad Adventure can inform them of the relevant regulations that apply to them. You are solely responsible for obtaining and renewing travel documents and visas, as well as for complying with entry, health, customs and currency regulations.

Conditions of the URWALD / DESERT / OFF-ROAD TOUR

12. These tours are very dependent on weather conditions, water levels of the rivers, sandstorms, floods, and are therefore carried out individually and always adapted to the respective conditions. Under special circumstances, it may even be necessary to cancel a tour. Cancellation is not to be considered a reduction of the travel programme, as this is always a case of force majeure. It is also possible for a tour to be cancelled at the request of the tour participants at any time. All instructions given by the guide must be followed and his decisions must always be accepted by each participant. You will be in areas where you no longer have any means of communication and are only on your own. The safety of all participants has absolute priority. We exclude any liability in the event of non-compliance with the instructions and decisions of the guide.

Applicable law and place of jurisdiction

The legal relationship between you and Mario Manojlovic Offroad Adventure is subject to Portuguese law.

DISCLAIMER

Declaration of the participant regarding the exclusion of liability of the organiser for the corresponding trip by Mario Manojlovic – Offroad Adventure.

Off-road trips involve special risks for people and property.

The participant takes part in the booked trip at their own risk and hereby expressly declares that they are aware of all the risks and dangers of travelling through rough terrain and accept these without reservation.

The participant acts at his or her own risk. The participant bears sole responsibility under civil and criminal law for all damage caused by him or her or by the vehicle used by him or her.

The participant hereby declares in detail to waive claims of any kind arising from damage, accidents or injuries to their own person, the vehicle or the equipment, which arise in connection with the booked trip with Mario Manojlovic, with the exception of grossly negligent or intentionally caused damage by Mario Manojlovic.

The participant further declares to follow the instructions of the organisers or their employees without restriction, without any legal claims of any kind being derived from this.

The participant confirms that they are in good health and physically able to take part in the event.

For minors, parents agree to their participation. Parents are responsible for the supervision of their children. Parents are liable for their children. Participation in the advertised trip is not possible without confirmation of the terms and conditions and the disclaimer.