



Terms & Conditions

The name "**GS-ADVENTURE TOURS S.L.**" refers to all activities organized by **GS**heaven | MotoAdvenTours
The following Terms & Conditions apply to all services of **GS-ADVENTURE TOURS S.L.**

A. Authorized Drivers:

The vehicle may be ridden only by an authorized rider named on the rental agreement. All authorized riders must satisfy our age requirements and have a valid driver's license. No other persons are authorized to ride the vehicle. The minimum age requirement for all **GS-ADVENTURE TOURS S.L.** vehicles is 25 Years.

B. Lenders Responsibility & liability:

1. It is the responsibility of the lender to take care of the borrowed vehicle and ensure no damage occurs to the vehicle while in the lenders care.
2. in the event of any accident or injury I do not hold **GS-ADVENTURE TOURS S.L.** or any of its employees or agents liable for whatever.
3. The lender is the only person allowed to operate the vehicle and any damage caused by other parties will be the lenders responsibility
4. I understand that in the event of any damage being caused to the vehicle as a direct result of alcohol consumption that I will be solely responsible for all costs relating to the vehicle recovery and repair.
5. The lender agrees to assume financial responsibility up to the amount of € 1.000,- in Spain/Europe and € 1.500,- for travel in Morocco/Africa in case of damage to the motorcycle. The credit card information on file with **GS-ADVENTURE TOURS S.L.** will be used as guarantee of payment.
6. The lender is expressly reminded that, despite our insurance, he/she is still liable for damage/loss in the following cases:
 - A. If he/she does not comply with the provisions of the contractual agreement as stipulated in the rental agreement.
 - B. Leaves the site of an accident he/she was involved in
 - C. Causes damage intentionally, deliberately or through gross negligence
 - D. Exceeds the agreed rental period contrary to the terms of the agreement
 - E. Loss of documents/registration papers. Riding off-road or on not official road.

C. Liability of the lender for damage:

From the moment of transfer through to return of the motorcycle, the lender is liable to **GS-ADVENTURE TOURS S.L.** even for the slightest negligence/carelessness in terms of the demise (including the loss or confiscation) of the motorcycle as well as for all damage (such as accident or operational damage, damage as the result of improper use and damage that reduces the value of the motorcycle) that occurs beyond the scope of normally use of the motorcycle during the rental period. In the case of damage to the rental motorcycle, the lender is liable for the costs of repair, invoicing and return actually incurred or defined by an expertise appraisal as well as for the costs of expertise, the reduction in technical and market value up to the amount of the damage deductible option chosen. The burden of proof of lesser damage shall lie with the lender.

D. Accidents and breakdown:

In the event of an accident involving other persons the lender must stay at the scene of the accident until the police arrive. A full accident report sheet must be filled out by all parties involved and both copies should be kept and returned to the GS Adventure Tours office. In the event of a breakdown **GS-ADVENTURE TOURS S.L.** should be informed according our Accident Instructions provided with the motorcycle documents.

E. Required documents:

The lender must provide a valid driving license which qualifies them to operate the borrowed vehicle or an International license which qualifies them to operate the borrowed vehicle for riders with a license not issued within the EU an international permit is required by Spanish Law. The lenders passport will also be required at the time of rental **GS-ADVENTURE TOURS S.L.** reserves the right to refuse rental should the lender fail to provide the required documents.

F. Fines and Tickets:

It is the lenders responsibility to pay all traffic fines and tickets received during the rental period **GS-ADVENTURE TOURS S.L.** is obliged by law to provide the authorities with the lenders details in order to pursue road traffic offences.

G. Property:

The rental motorcycle shall remain the property of **GS-ADVENTURE TOURS S.L.** at all times. The lender must return the motorcycle on the agreed date and time and failure to do so will result in further charges being applied.

H. Privacy:

GS-ADVENTURE TOURS S.L. undertake to keep your information confidential, and will only use it to offer relevant services related to your enquiry/booking. None of these details will be passed on to any third party organization. Credit card details we will keep in file securely two years after your last visit and all others details we keep in file securely.