



MONO 500 INTERNATIONAL : TERMS AND CONDITIONS

MONO 500 INTL (then referred to as "MONO 500" or the "Company") is the trade name of this travel and tourism agency under Mauritius laws, registered under number 152555 C1/GBL from the company register of Mauritius; its legal residence is located at 6th Floor, Tower A, 1 Cybercity, Ebene – Mauritius. The company can achieve for its own Privateers, on behalf of other agencies addressed in Mauritius or abroad or to any third party, the following activities:

1. Intermediate in the reservation or lease of any means of transport in Mauritius or abroad;
2. Intermediary for the reservation of hotel services in Mauritius or abroad;
3. Organizing trips for individual or collective, tours, cruises or similar, with or without the support of all services.

These conditions apply and commit the same way to all the Privateers in the context of reservations described below. They engage the Privateer regardless of publicity materials disseminated by MONO 500 after the conclusion of the contract.

ARTICLE 1: PURPOSE

These terms and conditions govern the relationship between the client and MONO 500 and specify the obligations of each party regarding the trip organized by MONO 500 INTL.

ARTICLE 2: RATE OF TRAVEL BOOKING AND PAYMENT

The travel costs and other related information published on the website of MONO 500 (www.mono500.com) may occasionally be modified and are subject to Privateer acceptance of these terms and conditions. The rate is the one proposed to the Privateer at the time of booking the trip. However, MONO 500 expressly reserves the right to change the price before the actual reservation. The Privateer still must be informed in writing, before confirming the booking. And at any time, as long as no payment was made, MONO 500 reserves the right to modify its prices according to economic or other factors related to the site where the journey takes place. However, if the Privateer decides to transfer his booking on another trip and if the price of the new journey has evolved since the original booking, the new tour price will apply to the new reservation. The overall rate is based on the quotation sent by e-mail, not in the offer presented in the document online, and is an integral part of these conditions should be attached as their reference.

Once the Privateer has ordered, MONO 500 sends a confirmation e-mail. In this confirmation e-mail, MONO 500 tells the client the amount of the deposit payable to confirm booking and the balance outstanding.

To confirm the order, the Privateer must pay a deposit by international transfer to the bank account mentioned in 15 (fifteen) days from the date of the order. This deposit is required to validate and confirm the booking of the trip. In case of non-payment of the deposit within eight days from the date of the order, it will be canceled. The balance must be paid no later than 30 (thirty) days before the trip departure. MONO 500 reserves the right to cancel the booking and retain the deposit as compensation for expenses incurred, and does not exclude the possibility of seeking additional damages if necessary.

Upon receipt of the deposit paid under the provisions hereof, the rate is considered final and subject to possible variations in exchange rates, within the limits indicated below. Privateers must take into account the nature of the motorcycle trip. MONO 500 cannot ensure the booking and the provision of a motorcycle before payment of the deposit and the balance, and surrender to MONO 500 a signed copy of these terms and conditions. If the fluctuation of exchange rates varied the price of the tour of more than 5%, the difference will be fully passed on to the Privateer. This variation is accounted for services charged MONO 500 in foreign currency.

ARTICLE 3: DEPOSIT IN THE DELIVERY OF MOTORCYCLE

The Privateer has to pay a security deposit of € 1000 minimum (minimum one thousand Euro) at the presentation of the motorcycle before the trip. The minimum deposit is refunded to the client at the end of the journey, at the time of his departure; net of any repairs the damage he / she will have caused to the bike. However, if the damage is higher than the deposit, MONO 500 reserves the right to demand repayment by settlement or through the courts. In addition, in the event of debts, losses or expenses incurred by MONO 500 and / or its officers, directors, agents, attorneys, employees, associated companies or service providers, or claimed to MONO 500 INTL, its pre installed , directors, agents, attorneys, employees, affiliates and service providers companies, following the violation by Privateer of laws or these General pre conditions, provisions and guarantees, or following any rash or negligent unlawful act committed by the Privateer while traveling on a motorcycle may deduct these amounts from the deposit paid MONO 500 INTL. This clause does not prevent MONO 500 to call for any additional compensation if the debts, the above losses or expenses exceed the amount of the guarantee initially paid by the Privateer.

ARTICLE 4: CANCELLATION & REFUNDS

MONO 500 is aware that most of the canceled bookings are by necessity. However, cancellations generate costs of management and communication and time consuming to staff.

Therefore MONO 500 reserves the right not to accept fees if it finds that the cancellation has not committed.

4.1 CANCELLATION OF TRIP DUE TO MONO 500 INTL

RULES OF CANCELLATION AND REFUND

« Fixed Departure » Formula

The formula group "Fixed Departure" means an offer to the one MONO 500 offers Privateers traveling with a group and following a fully developed in advance and to date only in MONO 500 INTL circuit. The minimum number of participants is 3 (three) people.

MONO 500 reserves the right to cancel a trip up to 30 (thirty) days before departure, if the number of participants is insufficient.

If canceled, MONO 500 will refund the full deposit paid by the Privateer.

However, if the minimum number of participants is not reached, the Privateer can choose to keep the offer as it was accepted, subject to payment of a surcharge fixed by MONO 500 INTL.

"Private" Formula

The formula group "Private" means an offer for which the Privateer can provide his own group to follow a circuit prepared in advance by MONO 500 INTL.

The rates charged by MONO 500 are negotiated with various providers depending on the number of persons in the group.

Any change in the number of participants may result in cancellation of trip MONO 500 INTL, unless the group agrees to new pricing conditions, or if the group members agree to be integrated into an organized group, and for the same trip the same dates, subject to availability. In any case, the new rate conditions shall not exceed the amount provided for the registration of absent class members, if they were present.

In case of cancellation, MONO 500 will refund the deposit paid by the Privateer, net of bank charges €60 (sixty Euros) per Privateer.

N.B.: In addition to the specific rules for the cancellation and refund the above packages and regardless of the package chosen, MONO 500 reserves the right to cancel a trip in cases that are out of the enterprise's control, including without limitation if natural disaster, political unrest or civil war occur. Wherever possible, given the circumstances, MONO 500 is committed to providing an equivalent service. MONO 500 cannot be held liable for the incidental expenses incurred by the client as part of the reservation, such as visa fees, vaccination or non-refundable airline tickets. If canceled due to MONO 500 and according to the cancellation and reimbursement rules set out herein, all amounts will be repaid by MONO 500 INTL, without penalty, as long as the Privateer has not begin his trip (did not arrive in the country). In any case, the responsibility for MONO 500 cannot be engaged in case of cancellation for reasons mentioned herein. No compensation of any kind will be paid.

4.2 TRIP CANCELLATION BY THE CLIENT

In case of cancellation of a trip by a client following his booking, MONO 500 applies a single refund policy, described below.

In case of cancellation made more than 60 (sixty) days before the date of commencement of the journey, the entire deposit will be refunded after deduction of €uro 250 application fee (two hundred fifty Euro).

In case of cancellation made more than 30 (thirty) days before the date of commencement of travel, 50% deposit will be refunded after deduction of €URO 250 application fee (two hundred fifty Euros).

In case of cancellation made less than 30 (thirty) days before the start date of the trip, MONO 500 will retain the entire deposit in compensation of expenses incurred, and excludes the possibility of seeking additional damages, if necessary.

In any other case of cancellation:

The deposit will be refunded after deducting €uro 250 application fee (two hundred fifty Euros).

Half of the deposit will be refunded after deduction of €URO 250 application fee (two hundred fifty Euros).

If canceled at the Privateer's initiative, MONO 500 will retain the deposit as compensation for expenses incurred, and does not exclude the possibility to summon additional damages if necessary.

No trip interruption or termination by the participant for any reason whatsoever shall not be subject to a refund and / or compensation.

ARTICLE 5: CHANGES IN EXCEPTIONAL TRAVEL

MONO 500 is aware that the unpredictability of Motorcycle Tours can sometimes require MONO 500 as the Privateer modifications of schedule changes and the tour itinerary. Therefore MONO 500 applies a single policy management of these changes, as described hereafter.

5.1 CHANGES OF FACT MONO 500 INTL

External circumstances (but not including limited weather conditions, riots, and strikes) may require MONO 500 to adapt, alter or cancel parts of the trip, as it was accepted by the Privateer.

It is not always possible for MONO 500 to secure the fulfillment of all benefits. Unforeseen circumstances, problems out of the enterprise's control, natural disasters, acts of war, legislative changes, which may include but not limited to risky climatic conditions for the conduct, riots, strikes, poor circulation or road closures may require MONO 500 to modify and / or cancel the route or schedule planned. MONO 500 disclaims any liability in this case. Similarly, there will be no refund or price adjustment in that event. In the event that weather conditions would result in additional nights' accommodation, the Privateer agrees to cover the extra cost for the relevant period.

In the event that one of the benefits provided in the offer accepted by the Privateer cannot be provided, MONO 500 is committed to make every effort to offer the Privateer equivalent transactions similar or superior, subject to regulation additional cost if required.

In any given case, the Privateer will be informed in good time of any final changes.

In all cases the responsibility of MONO 500 could not be committed if the quality of accommodation was deemed insufficient by the Privateer.

5.2 PRIVATEER DUE MODIFICATIONS

Changes in supply included in a package accepted by the Privateer are possible up to 30 (thirty) days before departure, no management fees. For this, an additional cost will be applied according to hotel availability and bookings made with MONO 500 hotels, carriers and service providers, and including incomprehensible cancellation fees.

The shortened or interrupted trips as well as services not used by the Privateer for his own conduct will not be refunded. Benefit changes for personal reasons may result in additional costs, if necessary, and will be the sole responsibility of the Privateer.

In all cases the responsibility of MONO 500 could not be committed if the quality of accommodation was deemed insufficient by the Privateer.

ARTICLE 6: OBLIGATIONS 500 MONO INTL

As part of the services provided by MONO 500 INTL, MONO 500 is committed to organizing trip accordance with the conditions specified in the offer, the receipt of the deposit valid for acceptance by the Privateer of the trip. The description of the trip is included in the document sent on the day of the order, which forms part of these terms and must be them by reference.

The travel rate includes the following services, regardless of the type of package chosen:

The provision of a motorcycle in good condition and with no apparent defect.

The insurance of the bike supports "social responsibility" only when used by the Privateer.

A service vehicle and a tri-lingual guide professional and trained.

Fuel for the entire convoy.

Reservations of accommodation.

The so-called accommodation can be hotels, guest houses or camps in tents, depending on the type and location of the trip. All accommodation bookings are made on a double base to share with another participant. If the Privateer wishes to receive a single room he will have to pay an additional fee, the amount is clearly stated in the quote.

However, the travel price does not include the following services:

Passport fees and visa if necessary;

The cost of international travel (transport, accommodation, taxes, etc.);

Costs related to vaccinations and / or medical treatment;

The insurance "repatriation";

The legal and medical assistance;

Drinks and personal expenses;

Entrance fees in the monuments, museums and other tourist attractions;

The margin requirement for the provision of the bike.

The provision of money when needed.

Regardless of the included and not included services listed above, each package or tourist service is restricted by special conditions of sale clearly stated on the quotation sent by mail to the Privateer to order.

ARTICLE 7: POLICY AT THE AGE OF PARTICIPANTS

Minors can participate in the trip organized by MONO 500 only if they are accompanied by an adult who is responsible, for the duration of the trip, his safety and for any personal injury or damage that may occur. However, MONO 500 reserves the right to accept or refuse the participation of minors or disabled individuals, depending on their age or physical condition, if it appears that their safety could not be guaranteed. In any case, the care of a minor may under no circumstances be interpreted as acknowledge growth by MONO 500 of any liability in case of accident.

ARTICLE 8: PRIVATEER LIABILITY

I. The Privateer undertakes to communicate to 500 MONO exact information about his age, his physical condition and his health, his family situation, his address or place of residence.

II. It is held for at least 2 years of a license or valid international motorcycle in the country where the trip is organized. Privateer acknowledges and certifies that the photocopy of the permit provided is true to the original in his possession. The Privateer acknowledges and certifies that his driving license is genuine and valid.

III. The Privateer has experience in the use of motorcycle comparable size and brand to that used during the trip. It recognizes and certifies also to be medically fit to drive the bike. It also recognizes and certifies that the medical certificate (if requested by the organization) provided MONO 500 is issued by a licensed physician to practice in his country and that the certificate is authentic and accurate.

IV. The Privateer acknowledges and certifies having read the description of the trip and the place of travel provided by MONO 500 INTL, ensures be aware of the risks inherent in this trip, and claims to be able to undertake it. Each Privateer is fully responsible for his conduct. The client realizes that he is fully responsible for his actions and their consequences while participating in the trip and related activities. The Privateer must also be physically and medically fit to practice this activity assuming all risks and responsibilities.

V. The Privateer declares to be familiarized, or agree to do so before the trip begins with the laws and regulations of movement and safety regulations applicable to motor vehicles in the country where the journey takes place, and is committed to comply.

VI. The Privateer agrees to follow all instructions tour operator or guide, to ensure the safety of the course of the trip. The Privateer also pledges to comply with all instructions issued by the police officers or other authorities, and to provide all documents and information they may require.

VII. The Privateer must take care of his bike and be careful not to damage it by any act or omission on his part. If the Privateer discovers some failure on the vehicle during the trip, the Privateer must immediately stop driving it and inform the tour operator or guide, who will tell the required positions.

VIII. The Privateer shall in no case, be recklessly or negligently and thereby violate safety rules or endangering other participants in the group or their belongings, or third parties. This includes in particular, but not limited to, the standing wearing a helmet and other protective accessory, and formal ban on taking part in races or speed events.

IX. Privateer shall under no circumstances lead his bike under the influence of alcohol, drugs, narcotics, psychotropic, or other psychoactive substance. MONO 500 not tolerate in any way the use of alcohol or drugs during the trip.

X. In an accident involving the client or other members of the group, the Privateer agrees to provide all assistance and cooperation to the tour operator, in order to resolve the situation and minimize the risk of injury, medical emergency, death or damage to property.

The Privateer will prohibit driving a motorcycle in the event of breach of any provision hereof, including without limitation, in case of non-respect of traffic rules, safety instructions for movements Group given by the head of the group, the recommendations of MONO 500 INTL, or when riding a motorcycle under the influence of alcohol or drugs, disruptive behavior, or compromising their own safety or that of other Privateers, arrest or prosecution by the authorities for an offense committed during the trip. If Privateer trip cancellation for the reasons cited above, the Privateer will be liable for all costs of transportation, lodging and expenses incurred following his dismissal.

The Client shall indemnify and hold harmless MONO 500 INTL, its employees, directors, agents, attorneys, employees, affiliates and service providers companies for all damages, losses, claims, fines, fees, penalties, interest owed, shortcomings and expenses (including allowances, the interests of justice charges, incidental expenses, fees paid to investigators, lawyers, accountants, financial advisors and other experts, and incidental expenses related to litigation, regardless of the decision against MONO 500 INTL, its employees, directors, agents, attorneys, employees, affiliates and service providers companies), if these costs are the direct or indirect result or are related to the following events:

In case of misrepresentation, breach, inaccuracy or error by the Privateer under commitments, warranties or agreements contained herein;

In case of complaint from a third party, if it is declared admissible, would constitute a misrepresentation, breach, inaccuracy or error on the part of the Privateer in connection with the representations, warranties or agreements contained herein, and any information or certificate issued in this framework;

In case of injury, death or damage to property involving the client, his motorcycle and his eventual passenger, these events are the fact of the client, his passenger, his fellow group or third parties.

ARTICLE 9: VISAS, VACCINATIONS AND TRANSPORT

MONO 500 makes no provision for issuing visas or vaccination requirements to be allowed to enter the country where the journey takes place.

Therefore, it is the Privateer's responsibility to collect all the necessary information regarding the time required to obtain visas and vaccinations, that they are recommended or required.

These deadlines will not be taken into account in case of cancellation of the trip.

MONO 500 does not provide any transport by plane, boat or other means for transferring the Privateer between home and the place where the journey takes place.

Delays related to international transport will under no circumstances be taken into account. In case of late arrival at the trip, the Privateer must take the necessary steps to join the group by itself.

MONO 500 disclaims any liability with regard to the services provided by carriers, whatever they are.

ARTICLE 10: LIMITATION OF LIABILITY

10.1 Responsibility for MONO 500 INTL, its employees, directors, agents, attorneys, employees, affiliates and service providers companies is strictly limited. As a tour operator, MONO 500 ensures the organization, promotion and sale of travel packages with certain benefits shall transport and accommodation services booked from different suppliers. MONO 500 is not the owner or manager of such suppliers, which are independent companies, and in no case agents or MONO INTL 500 employees. In this context, MONO 500 is in no way responsible for any incidental or consequential damages, personal injury, loss, accident, delay or irregularity of any kind resulting from any act or omission exceed the contract, including but not limitation, any act committed willfully or through negligence, and any inaction or breach of contract by a supplier or a third party.

By using the services offered by these providers, the Privateer is aware that it will only backfire against those suppliers in case of accident, personal injury, property damage or loss suffered by him or his fellow travel and in no case MONO 500 or its representatives will be held accountable.

Without limiting the foregoing, MONO 500 is in no way responsible for any losses or expenses caused by delays, schedule changes, overbooking or downgrading hosting, third party defaults, including suppliers, mechanical failure or transport, or the inability of a means of transport to ensure a departure or arrival time and hour.

MONO 500 is also not responsible for natural disasters, acts of God, weather conditions, strikes or other social movements, acts of terrorism, acts of war (declared or undeclared), quarantines, embargoes, blockades, criminal activity or other action or event.

In addition, MONO 500 disclaims all financial responsibility in case of cancellation or delay related to passport validity problems, visa or other required travel document.

MONO 500 reserves the right to alter without notice the itinerary. In case of cancellation of the trip due to MONO 500 INTL, for any reason whatsoever, MONO 500 will have no responsibility to reimburse promptly, according to the rules defined above.

In any case, the responsibility for MONO 500 cannot be engaged in an accident during the trip. MONO 500 disclaims any liability as to the res damaged motorbikes or injured by the participant. The Privateer hereby agrees to indemnify and hold harmless MONO 500 INTL, its employees, directors, agents, attorneys, employees, associated companies or service providers for any losses, costs, proceedings or damages it will be caused to persons and property, voluntarily or involuntarily.

All decisions made by the guides, security personnel or service providers responsible for the execution of a service, must be respected. In case of refusal to comply with any of these decisions, the Privateer will be excluded from the group.

MONO 500 will in no way be held responsible for non-compliance with one of the participants of the laws and regulations of the country or territory where the trip takes place. It is the Privateer's responsibility to inquire additional information if there are questions.

Responsibility for MONO 500 could not be committed in the context of related activities booked directly on site and not settled through MONO 500 INTL.

MONO 500 10.2 LIABILITY IN THE CASE OF PACKAGES "PRIVATE"

Packages "Private" means the packages for which Privateers can be their own group and choose their own circuit. It is the responsibility of the Privateer to verify the dangerousness of the proposed circuit, with the relevant authorities. In this case, MONO 500 is only required to provide the benefits clearly outlined in the estimate accepted by the Privateer.

By the provision of these services, MONO 500 cases does not guarantee the absence of risk inherent in travel, whether in terms of safety or feasibility of moving motorcycle.

Responsibility for MONO 500 will in no circumstances be held within this framework, in case of an accident or some kind of incident during the course of the trip.

ARTICLE 11: COMPLAINTS

Complaints about the execution of 500 MONO obligations should be addressed within seven (7) days from the end of the trip, the postmark authentic. Beyond this period, the Privateer is deemed satisfied with all the services and any complaints will not be admissible.

ARTICLE 12: NON-TRANSFER AGREEMENT

In no case the rights and obligations existing under this contract between MONO 500 and the client may not be transferred or offered to replace a third party.

ARTICLE 13: DATA PROTECTION

Hereby MONO 500 informs the Privateer that their personal information may be disclosed to associated companies, employees and service providers. In any event, the Privateer has the right to access, modify and delete personal information provided to MONO 500 when placing the order.

ARTICLE 14: REPATRIATION - LEGAL ASSISTANCE AND HEALTH

MONO 500 provides no repatriation service or for legal or medical assistance under this contract.

The client must be insured for:

Repatriation in case of accident or death;

Expenses related to medical care;

The expenditures of legal services;

Liability for any damage he / she may cause;

The Privateer agrees to obtain all necessary insurance before the trip.

ARTICLE 15: INDEPENDENCE OF THE PARTIES

Each party to the contract is independent and responsible for the obligations which it contracts to third parties. No solidarity is established between the parties hereby against third parties.

ARTICLE 16: EFFECTIVE DATE

Unless otherwise stated, the contract between the Privateer and MONO 500 is effective on the date of receipt of the payment due by bank transfer on the day of the remote com.

ARTICLE 17: APPLICABLE LAW AND JURISDICTION

These general conditions are governed and interpreted under the laws in force in Mauritius and all remedies for breach of contract must be filed in accordance with the laws in force in Mauritius.

Each party acknowledges the exclusive jurisdiction of Salta courts and courts to resolve any disputes arising under or out of the context of the present, as well as the possibility to initiate any proceeding, action or proceeding (hereinafter referred to as "prosecution"), occurring within or outside the scope hereof, from the before mentioned jurisdictions, and definitively returns for itself and it is concerned, generally and unconditionally the jurisdiction of those courts.

In no event shall be responsibility to MONO 500 and / or its officers, directors, agents, attorneys, employees, affiliates or service providers cannot be held outside of the courts and courts of Salta in Mauritius.

ARTICLE 18: PARTIAL DISABILITY

If at any time one or more provisions of these become unlawful, void or unenforceable, according to a law whatsoever, in any case this can impair or affect the legality, validity or applicability of the general and special conditions remaining, or the legality, validity or enforceability of the provisions concerned.

ARTICLE 19: ASSUMPTION OF RISK

The client is fully aware of the risks and potential dangers of riding a motorcycle, including but not limited to, physical or psychological damages, emotional suffering, trauma, disease, death, contact with other participants, failures can affect the bike or equipment, temperatures or extreme weather conditions, collisions with other road users or fixed objects and / or any other event that may occur. In addition, the Privateer agrees freely and assumes all risks associated with motorcycle trip above-listed, whether before, during or after the trip. Hereby, the Privateer assumes the presence of risk and assumes all liability for the payment of medical expenses or emergencies in case of injury, illness or disability, he has authorized or not.

We remain at your disposal:
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