

Terms and conditions and disclaimer of

Segtours S.L.U.–Calle de Sumba s/n–07560 Cala Millor–Mallorca–Es

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Segtours S.L.U. (hereinafter referred to as "the operator") operates guided tours with its customers (hereinafter referred to as "customers") on Segways (electric scooters).

The operator also sells promotional products.

The operator hereby expressly states that the operation of a Segway involves an increased risk which the customer voluntarily assumes.

Participation in the free Segway test drive, driver training and the Segway tour is exclusively and without limitation at the customer's/prospective buyer's own risk.

1. Conditions of customer participation on guided Segway tours.

1.1 The customer must be able to stand and climb stairs unaided.

1.2 The customer does not suffer from epilepsy, thrombosis, heart or circulatory illnesses, the after-effects of a stroke, difficulties walking, disturbed balance or other comparable impairments.

1.3 Pregnant women are not permitted to take part.

1.4 The consumption of alcohol and/or drugs of any kind before training, the start of the tour and/or during the tour and during tour breaks is strictly forbidden.

1.5 During the ride on the Segway, for safety reasons it is forbidden to make phone calls, take photographs, smoke or do anything else which might distract the customer and/or other tour participants.

1.6 The customer must be trained by one of the operator's guides in how to operate and drive the Segway (approximately 15-30 mins.). Only after taking part in this training and driving instruction may the customer participate in the Segway tour.

1.7 The customer must wear a helmet during driver training and on the Segway tour. The customer may either bring along a helmet or use a helmet provided free of charge by the operator.

1.8 During the tour the customer may only travel on the approved routes. The customer must follow the guide at the pace set or at a slower pace agreed between the customer and the guide. The customer must observe and comply with the directions of the guide and keep sufficient distance from other tour participants at all times. For safety reasons, it is not permitted to ride side-by-side, using only one hand, in a zigzag pattern, too fast or backwards, too close to the leading Segway or to swing or spin around with the Segway. To prevent accidents, the customer must watch out for and avoid uneven pavement surfaces, damaged road surfaces, stones, potholes and puddles etc.

1.9 In the interests of his or her own safety, the customer must operate the Segway with care. The customer is liable without limitation for all damage caused to the Segway that he or she drives and to any damage that he or she causes to the Segways of other tour participants.

1.10 If flashing red lights together with vibrations and acoustic warning signals appear on the Segway, the customer must immediately brake and dismount. This can lead to the Segway shutting down for safety reasons.

1.11 The traffic regulations which apply to cyclists also apply to Segway users.

2. Reservations / booking / details

2.1 The operator accepts reservations in person at the Segtors-Center Cala Millor, by telephone at 0034 634 099 808 or 0034 971 813 967, via the contact form (website: www.segtours.es) or by e-mail to office@segtours.es. The dates and times desired will be provisionally reserved.

2.2 Binding booking: The contract with the operator comes into being when the customer registers (in writing).

The applicable tour price must be paid by the customer by bank transfer, in cash or with a voucher before embarking on the tour.

2.4 If a voucher is not presented before the start of the tour (e.g. left behind in the hotel), the full tour price must be paid in cash. The tour price will be refunded if the voucher is presented afterwards.

2.5 The operator reserves the right to combine registrations and reschedule the start of the tour if necessary.

2.6 Storage of customer details:

By registering, the customer agrees that the operator may store the customer's details and use these for business purposes.

3. Changing / cancelling a reservation

3.1 Booked tours can be changed or cancelled by the customer free of charge up to 2 days (48 hours) before the start of the tour. In the event of a cancellation/change in booking by the customer after this time (48 hours before the start of the tour), the operator will charge 50% of the tour price.

3.2 If a participant does not turn up at all or at the agreed time and has not informed the operator in advance (must prove that a message was given to the operator), the customer must pay the full tour price (vouchers, tickets are not valid, any payments already made will not be refunded).

4. Deciding not to participate after training

If the customer discovers either during or after training that he or she cannot or does not want to use the Segway and therefore does not wish to participate on the tour booked, the operator

will refund 100% of the tour price!

5. Safety

5.1 The customer assures the operator that he or she will treat the rental item (Segway) with care and behave considerately towards other tour participants.

For safety reasons, the operator reserves the right to exclude from participating those customers whose suitability to ride the Segway is in doubt, who do not follow the instructions of the guide, who continuously interrupt the tour or who endanger themselves or others through their behaviour. In the event of being excluded during the tour, the customer in question is not entitled to a refund of the tour price.

5.2 The guide is entitled to change or shorten the tour for safety reasons if it appears likely that the duration of the tour will be exceeded. It is not possible for the customer to end the tour early or return the Segway anywhere other than the starting point of the tour (exception: for safety reasons).

5.3 **Force majeure:** If the tour cannot take place in the intended form or at all due to adverse weather

conditions, dangerous road conditions, particular traffic situations or other operating or traffic disruptions which cannot be foreseen by the operator, the operator is entitled on safety grounds to change the route or abandon the tour before or during the trip. In such cases the customer is not entitled to a refund of the tour price or to the payment of other costs/claims, such as e.g. travel costs etc.

6. Liability

6.1 Participation on a Segway tour is only possible if the terms and conditions (disclaimers) have been acknowledged by the customer and this acknowledgement has been signed on the registration form in the course of booking. The terms and conditions are available to inspect in the operator's Segway centre and can also be found on the website www.segtours.es.

6.2 When using the Segway, the instructions of the guide must be followed. The operator and its employees accept no liability for personal injuries and/or damage to property and/or the resulting claims of third parties arising from the use of a Segway by the customer. The exception is where the damage was caused intentionally by or through the gross negligence of the operator or one of its employees (guides).

6.3 The customer is liable without limitation under both civil and criminal law for any personal injuries, damage to goods or property (through the customer's own or a third party's negligence, as a result of an accident or improper treatment of the Segway or by failing to follow the instructions of the operator's employees) that he or she or the Segway under his or her control causes. The customer is also liable without limitation and in full for the repairs to the Segway necessitated as a result of the damage and/or the associated costs for the transport of the Segway.

In the event that the customer causes damage to a third party, the operator shall be indemnified and held harmless by the customer. The liability of the operator to third parties is excluded.

7. Weather conditions

7.1 Segtours S.L.U. reserves the right to cancel or reschedule a booked tour for safety reasons in the event of heavy/continuous rainfall, wind or electrical storms, storm warnings, floods or similar events.

The customer must be contactable by the operator by telephone, in case a planned tour cannot go ahead due to bad weather conditions and the tour must be rescheduled. Vouchers already presented will remain valid.

7.2 Recommended equipment / clothing

a) comfortable, sturdy shoes. No high heels, no flip-flops!

b) Clothing appropriate for the time of year and weather.

8. Miscellaneous

8.1 The place of performance and payment shall be agreed as the offices of Segtours S.L.U.

8.2 The legal forum shall be agreed as Manacor, Mallorca, Spain.