

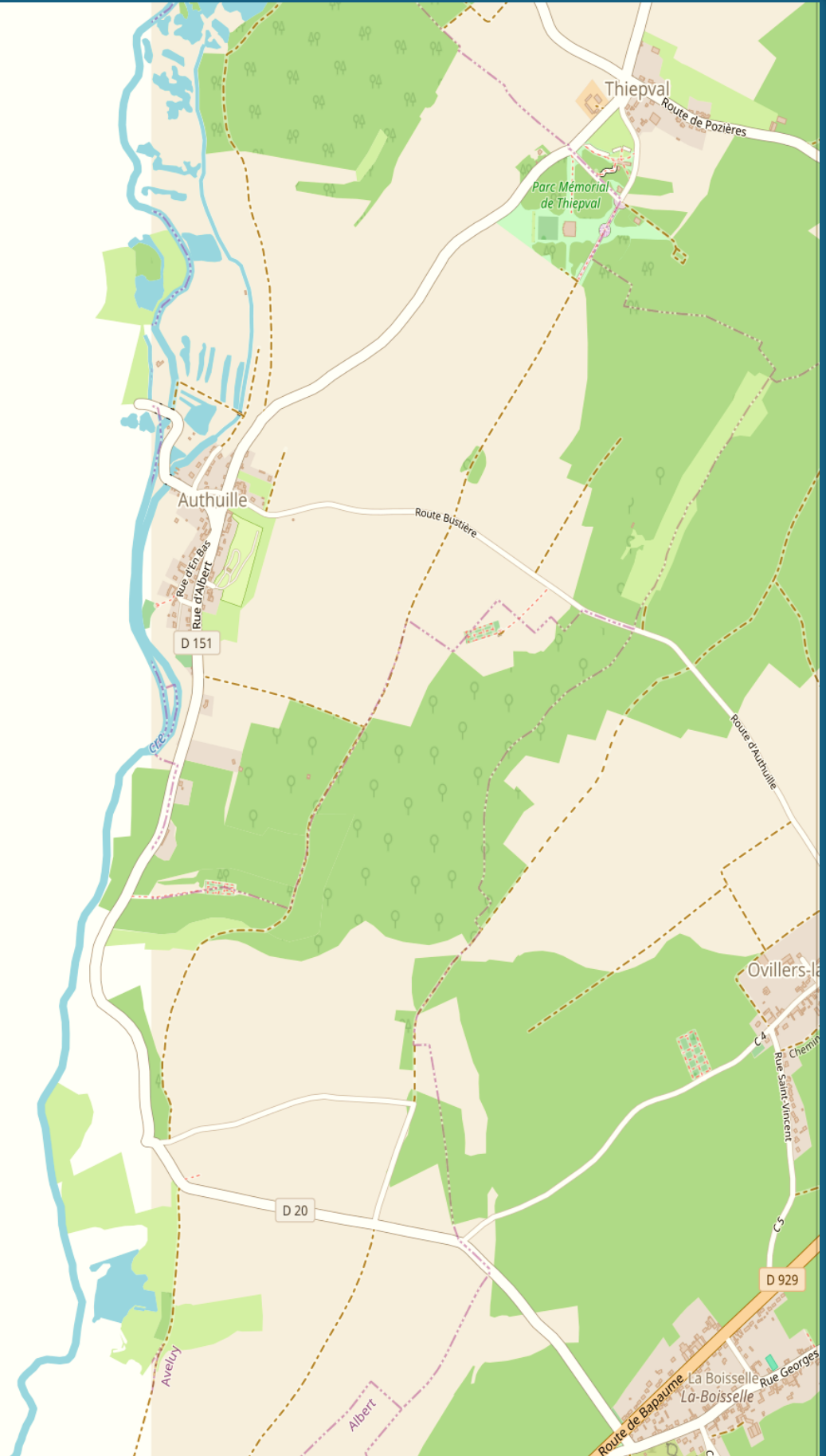


THE-CHARABANC.COM
M o t o r c y c l e t o u r s

Somme & Ypres
25-28 July 2024



THE-CHARABANC.COM
Motorcycle tours



Designed with Openstreetmap

Somme & Ypres

22-25 August 2024

Somme & Ypres

Our most popular tour

22-25 August 2024

moto tour only

max 20 riders

c350 miles

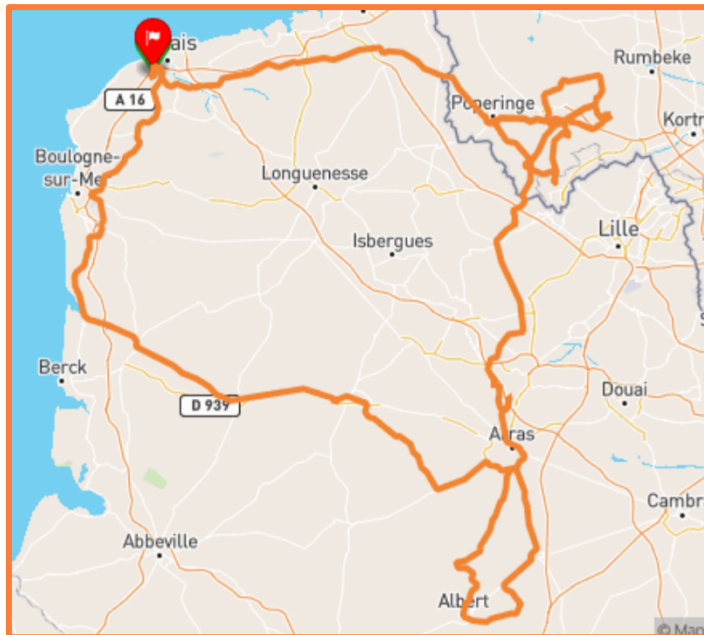
medium difficulty

customisable

support van possible

REVER route GPX files

Guide fee £175



Our most popular tour includes rides of the Somme Battlefields of 1916 and the Ypres Salient.

Designed for busy people, this tour begins early on a Thursday to have you returned to the UK by lunchtime Sunday.

Thursday crossing the channel, your guide will introduce you to the causes of WW1 before heading south to Etaples. Inland to Arras for a tour.

Entry point to the Somme battlefields is Gommecourt before heading south taking in Serre, Beaumont Hamel, a tour of Thiepval Wood, La Boisselle and Albert. Overnight in Albert.

Friday takes us on a tour of the September 1916 Somme battlefields before heading north through Vimy Ridge, Loos to arrive in Ypres. Overnight in Ypres.

Saturday is an easier day with our popular clockwise tour of the Ypres Salient including Essex Farm, Passendale, Hill 60 and Mount Kemmel. Overnight in Ypres.

Sunday we check out for a special tour of Talbot House and, if we are early enough, a full English breakfast is available. Heading back for Calais and home, we reflect on a 350mile tour of remembrance.

To book please email
bookings@the-charabanc.com

Email: bookings@the-charabanc.com | Web: www.the-charabanc.com



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THE-CHARABANC.COM
M o t o r c y c l e t o u r s

Health & safety matters

1. Contents.
2. Statement of aims
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2. Statement of Aims

It is the policy of The-Charabanc, to foster a positive health and safety culture because high standards of both Health and Safety ('H&S') are a moral and commercial prerequisite.

2.1 Commitments.

The Charabanc is committed to:-

- providing adequate control of the H&S risks arising from its activities, and
- working to prevent accidents, and
- maintaining safe and healthy conditions for guests, and
- ensuring the prevention of the handling explosive/harmful substances in the field, and
- ensuring that all reasonable steps are taken so that guests are aware that they first owe a duty of care to themselves for their own health and their own safety, and
- so far as is reasonably possible, ensure the safety of guests when it is possible to influence the desired outcome, and
- reviewing and, where applicable, revising this Statement of Aims annually or when changes in practice, secondary legislation or primary legislation necessitate such action.

2.2 Stated aims and objectives.

The Charabanc stated aims and objectives for the year 1 March 2024 are:-

- to take all reasonable steps to ensure that all H&S documentation is up to date.
- to update the Generic Risk Assessment or when changes in practice, secondary legislation or primary legislation necessitate it, and
- to generate a Specific Risk Assessment for each tour or pilgrimage.

2.3 Implementation, maintenance and review

Andrew Burcher accepts overall responsibility for all H&S of The Charabanc and is responsible for all policy implementation.

A Burcher

Andrew Burcher

Date: 1 March 2024

Review date: 28 February 2025

2. Generic H&S Statement - continued

3.4 The purpose of this document.

3.4.1 A must for you joining this tour is that you consider the whole of this document and to demonstrate that you have, you will be asked to send an email message with one piece of information. If you do not do this, then your place on the tour will be at risk.

3.4.2 By identifying the risks that we face, it is intended that we might avoid damage to property and injury to person.

3.4.3 Putting your leg over the saddle without consideration to the risk to yourself, to other riders, to other road users and to pedestrians is an ingredient to life changing events.

3.5 The Day 1 Risk®.


3.5.1 The Day 1 Risk® represents the biggest risk period.

3.5.2 We think this risk can be as dangerous as riding that extra mile after a 500 mile day in the saddle (if you've not done a 500 mile day, then don't try it).

3.5.3 The Day 1 Risk®:-

The slip	<p>If the tour begins at the Channel Tunnel or the ferry, the first risk presents itself when boarding the ferry or the train.</p> <ul style="list-style-type: none">• Wet tyres and steel ramps are an undesirable combination for two-wheels. Board the ferry or train slowly. There is no shame if you approach with both feet down.• Similarly, stepping off the bike when it is parked with wet boots onto a steel or painted surface can lead to innocuous slip which can lead to a sprain, a muscle tweak or worse still, dropping the bike on your leg and, worse still, other bikes nearby.
The enthusiast	<p>As every group-ride will have the fastest rider, every tour will have the enthusiastic rider where The Day 1 Risk® is the greatest. The enthusiastic rider might allow their pent-up feelings to cloud judgement by:-</p> <ul style="list-style-type: none">• Forgetting which side of the road on which to ride.• Overtaking other riders who are unfamiliar with his/her style.• Not observing any drop-off system in place.• Not keeping to the correct speed limit in kph not mph.• Failure to observe local road signs (see below).

2. Generic H&S Statement - continued

The rules	<p>As you know, some years ago different departments in France had different rules governing filtering. For example, the rules between Pas de Calais and Nord were different but did you know which way around and, moreover, when you pass from one department to another?</p> <p>The point being made here is that local rules must be observed and The Day 1 Risk[®] is present as each rider becomes familiar with the local riding styles and rules of the road.</p> <ul style="list-style-type: none">• Not keeping to the correct speed limit - kph not mph.• Failure to observe local road signs.
X marks the spot	<p>X can mark the spot and, for the motorcyclist, not in a good way. In the UK, we motorcyclists are familiar with the principle that, at junctions, traffic joining the main highway from the right must give way.</p> <p>In France, there are usually no white lines to indicate a change of priority but rather this sign will be somewhere in the vicinity of the junction.</p>  <p>The sign indicates that traffic may join the main carriageway from the right, and in our experience traffic usually joins at speed.</p> <p>Remember then that your fellow riders may unexpectedly stop without an apparent reason. Riding into another biker is both embarrassing and dangerous.</p> <p>This Day 1 Risk[®] is so important that we want to make sure you have read this section. We ask you to send an email to BarrywasGOAT@the-charabanc.com including your name and both years in which Barry Sheene won the world championship while riding for Suzuki.</p> <p>This is a serious request and failure to attend to this may result in your exclusion from the tour.</p> <p>There may be more requests like this and so please read on.</p>

3. Generic H&S Statement

3.1 Why are you reading this?

- 3.1.1 If you are reading this, then you are a most likely to be a qualified motorcyclist who is contemplating joining a The-Charabanc tour of the Western Front in France, Belgium and/or Holland where, and to corrupt the words of Michael Caine in the 1969 film, 'The Italian Job', "...in this country they drive on the wrong side of the road".
- 3.1.2 As if riding on the 'wrong side of the road' is not enough excitement for you, there is, on an annual basis, a sizeable quantity of unexploded ammunition found in some of the areas in which you are likely to tour.
- 3.1.3 Combine all this with riders who might let their eagerness for the tour overflow into an uncharacteristically exuberant riding style.
- 3.1.4 This is the recipe for something happening which might ruin your day and so please read on.

3.2 A common-sense approach to H&S?

- 3.2.1 A person who has passed their motorcycle test and who is looking at riding overseas must be satisfied with their riding abilities to return to the UK unharmed.
- 3.2.2 At The-Charabanc, we are not qualified motorcycle examiners, and it is not our position to assess your riding competence to participate in the tour. This is where you must take responsibility for your H&S and of those around you.
- 3.2.3 If you harbour any reservations about riding overseas, then do not do it. Do not succumb to any peer pressure or, as is conversationally referred to as, FOMO, *fear of missing out*.

3.3 Do not make light of H&S.

- 3.3.1 While the wearing of crash helmets and seat belts were once optional, most of us will accept that, aside from the penalties arising for failure of use, we use these safety devices because they are a good idea. Equally, this document should be regarded as an essential part of your safety equipment.
- 3.3.2 Most experienced motorcyclists will tell of a friend or a friend-of-a-friend who suffered life-changing injuries (or who died) while riding. It is a risk that all motorcyclists must accept each time they ride.
- 3.3.3 A tour with The-Charabanc will involve you riding in closer proximity with other riders. You may find yourself riding in a mixed group, riding with people whose riding style is unfamiliar to you.
- 3.3.4 Combine this unfamiliarity with riding on roads which are unusual to you and, just perhaps, the odd lane swap as the 'wrong side of the road' is re-joined....yes, we've all done it.

3. Generic H&S Statement - continued

3.6 The Boot Risk[®].

- 3.6.1 Remember the last time you stepped off your bike at a fuel station and then realised that a puddle of diesel is underfoot? Slippery?
- 3.6.2 Think about your choice of riding boots for this tour.
- 3.6.3 On tour, you may find yourself walking around grassed areas in cemeteries. Inevitably, there are some pathways which receive more footfall and, when wet, these can represent the proverbial puddle of diesel.
- 3.6.4 You may also visit restored trenches and where you might walk on slippery wooden planks which, by virtue of their location at the bottom of a trench, rarely dry out fully.

3.7 The Risk of Sinking[®].

- 3.7.1 A good number of locations on tour will be in remote locations or, as is commonplace in Flanders, where the water table is close to the surface. As a result, car parking areas are usually covered in gravel which can cause a side-stand to sink while you're away.
- 3.7.2 If your bike stand slowly slides into the soft surface, there is a risk of damage to your bike, vehicles nearby, your ego and without the proper technique and assistance, physical injury when restoring the correct upright position.
- 3.7.3 Think about a block of wood being readily to hand.

3.8 The Gravel Risk[®].

- 3.8.1 On the topic of gravel car parks, while obvious, we should like to identify the risk of approaching them.
- 3.8.2 A low-side as the front wheel digs-in can really ruin your day.
- 3.8.3 Approach and enter with care.

3.9 The Fermier Risk[®].

- 3.9.1 Most of the battlefields of the past have been restored to arable land which are actively farmed.
- 3.9.2 A large piece of farming equipment barrelling down the middle of the road driven by a farmer can have your eyes poking out on stalks in a split-second. If a tractor is hauling a large item of plant, that perfect corner you were looking to accelerate through has just been squared-off.
- 3.9.3 If you can avoid the accident, then great but what about the other riders?

3.10 The Mud Risk® .

- 3.10.1 Quite literally following in the wheel tracks of The Fermier Risk® can be clumps of mud generously deposited on the road from the wheels of heavy plant.
- 3.10.2 Even if clumps of mud are not present, a slippery residue or film over the surface of the road can have you wobbling towards a deep [and probably soggy] ditch.
- 3.10.3 Think about the time of year, the weather and that the farming seasons may differ where, for example one field may be planted and harvested more than once a year.
- 3.10.4 We think that this represents a risk worthy of asking you to email your answer to howeffingfast@the-charabanc.com to this question, what is the claimed top speed of the Kawasaki Ninja H2R?

3.11 The 'Eat my Dust' Risk® .

- 3.11.1 Hopefully, this is proving to be one of the more interesting H&S statements you had to wade through and that's what The-Charabanc is about; dealing with sober and challenging topics does not mean they have to be dull.
- 3.11.2 From time to time, even Flanders receives good weather and, unsurprisingly, dust can cause problems with both vision and traction.
- 3.11.3 Tempting though it may be to lift the visor for airflow, we identify that riding in a group in rural areas can produce a dust screen when, for example, a recently used exit to a farmer's field is crossed.
- 3.11.4 As described in 2.10 above, harvests may take place throughout the year and so we identify a risk that crop dust from arable harvesting can unexpectedly blow onto the road.
- 3.11.5 Finally, on the topic of harvests, sugar beet (*beta vulgaris*) is farmed extensively in the regions we tour and so frequently one might encounter a sugar beet root on the middle of a narrow road. Imagine then, following a bike which has just clipped the sugar beet root which is now spinning about in your path. Slow down. Make steady progress. Maintain a distance.

3.12 The Riding with one eye open Risk® .

- 3.12.1 If you don't understand this title, then we hope you'll never find out.
- 3.12.2 Riding when tired kills. Period.
- 3.12.3 We identify a risk to be that a member of the group may feel tired but, for fear of leg-pulling will try to ride through it, to avoid holding up the group.
- 3.12.4 It has never happened on our tour but we predict that pulling a rider out of a ditch is going to delay the group more than stopping for a rest period.
- 3.12.5 If you are tired, say so. Others may feel the same.
- 3.12.6

3.13 The Just One More Risk[®].

3.13.1 We are aware that corporate speak will usually contain bumf (British military terminology to describe anything produced by HQ – bum fodder) to discourage the consumption of alcohol at any time ever, that no one should smoke at any time ever, that eating meat is as bad for you and that no one should ride a motorcycle, ever. But.

3.13.2 We think you may be right in thinking that the variety beer produced by Belgium brewers demands a meticulous, thorough, and exhaustive appraisal process. But all in moderation.

3.13.3 Alcohols does lead us to the very obvious risk that we have identified, and which can adversely affect riders.

3.13.4 Most bar owners in Europe that we know do claim to be able to identify a British tourist by the size of the glass of beer in their hand – a pint glass.

3.13.5 In Belgium, for example, the Trappist Brewery at Westmalle produce a clear, yellowy-golden beer called Westmalle Tripel. At 9.5% it should be respected and consumed with care, for it will creep up behind you and knock you on the head.

3.13.6 A long day in the saddle visiting historical landscapes can generate a thirst but tomorrow is a riding day and no rider can shirk their responsibility to both themselves and others because they are on an organised tour or because they are not riding in the UK.

3.13.7 Any rider who does not understand this principle should not book a tour with us.

3.13.8 It is your responsibility to know the local traffic laws while remaining mindful of blood alcohol content the day after.

3.13.9 While we will make you aware of the time at which the next day of riding will begin, we cannot control your consumption.

3.13.10 If you feel that you may have indulged a little too much, then please speak to our lead rider who will discreetly find a reason to delay the start time of the ride.

3.14 The Jagged Edge Risk[®].

3.14.1 At 3.6 we discuss slipping on the floor of a trench.

3.14.2 Three of our car-guests wanted to visit the trenches at Sanctuary Wood near Ypres. All three of them were fast approaching the age of 80 and were sporting replacement knee or hip joints,. Obviously uneasy on their feet, we discouraged their visit

3.14.3 Despite this, the guests took themselves and one of them, who took blood thinning tablets, slipped, reached out to balance themselves and suffered a large cut in their right palm. The blood thinning tablets triggered excessive bleeding and then hospitalisation.

3.14.4 The risk we identify is that guest might choose to ignore guidance when risks are real.

3.15 The Low Energy Risk[®].

3.15.1 At 3.12 we discuss the risks when a rider becomes tired.

3.15.2 A visit to the railway clearing in Compiègne is informative but does require riding on busy autoroutes which, despite their challenges, can be tiresome.

3.15.3 We have identified that maintaining energy levels for bikers is essential to H&S and so we will plan frequent rest stops where each rider has the opportunity eat and drink.

3.16 The-Charabanc Buddy Method[®]

3.16.1 We will also introduce riders to The-Charabanc Buddy Method[®] where two riders will monitor each other's riding style, demeanour and apparent energy level, calling out any concerns to promote an earlier rest than may have been planned.

3.16.2 The-Charabanc Buddy Method[®] also promotes the scrutiny of the buddy's stowage, equipment and motorcycle, for example, chain and tyres both before setting off and during the ride.

3.17 The-Charabanc Drop Off Method[®]

3.17.1 We have identified that riding in a group will, sooner or later, cause one or more riders to be separated from the when caught, for example, by traffic signals.

3.17.2 Most riders familiar with group riding will recognise that we have unashamedly claimed the drop off system to be our own by calling it The-Charabanc Drop Off Method[®] [irony intended].

3.17.3 A risk we identify is when a rider(s) become separated from the main group and ride outside of their abilities or beyond the permitted speed or road conditions to catch up with the main group.

3.17.4 The-Charabanc Drop Off Method[®] provides that the lead rider will indicate to the second rider a place at which they should stop when a junction is reach and used. Using the principle that, unless a rider is dropped-off, riders catching up should proceed straight on at all junctions, riders catching up with the group need not take risk because they may be assured that they will encounter the dropped-off rider when they should take a junction. The dropped-off will count the number of riders passing by and move only when all riders have passed.

3.17.5 If the dropped-off does not catch up with the group, then the group will be left at a specific place [from which they will not move] and the lead rider will retrace steps to sweep up the dropped off rider and other missing riders.

3.17.6 To rehearse the salient point; the **The-Charabanc Drop Off Method[®]** is an H&S tool we use to prevent riders from taking risks.

4. Methodology to Risk Assessment

Our methodology to this risk assessment is to examine what could cause harm to members of the group, so that we may all consider whether sufficient measures have been taken to ensure the safe return home of everyone involved.

Definitions:

Accident	An unplanned or uncontrolled event, which has led to, or could have caused injury to persons.
Hazard	Something that has the potential to cause harm.
Likelihood	The probability of a hazard causing injury to a person.
Impact	The severity of the outcome if the hazard does cause injury.
Control Measures	The actions implemented to remove or reduce the likelihood of a hazard causing an accident or reduce the impact if it happens.

Example 1.

Hazard identification	A high Day 1 Risk [®] rider rides through Albert, France and fails to notice the priority change road sign as a car from the right approaches.
Who is at risk?	<ol style="list-style-type: none"> 1. The Day 1 Risk[®] rider 2. Riders from the group behind. 3. The occupants of the car approaching from the right. 4. Other road users
Likelihood	<p>There is a medium risk but the accuracy of this assessment should be considered in line with the principles of The-Charabanc Tour-specific Risk Assessment Method[®] where variables are considered including (but not exclusively):-</p> <ol style="list-style-type: none"> 1. Age of rider. 2. Experience of rider. 3. Aptitude of rider. 4. Weather conditions. 5. Lighting conditions. 6. Road surface and quality of road signage.
Impact	An immediate suspension of the tour if there is a collision and damage to property and/or injury to person.
Control measures	<ol style="list-style-type: none"> 1. Releasing both risk assessments to all riders before the tour and, by using the technique of asking for emails to provide answers to trivia, encouraging that both risk assessments are

	<p>considered, rather than blindly agreed to.</p> <ol style="list-style-type: none"> 2. Rehearsing the salient points of the contents herein and reminding riders of the risks on the journey across the English Channel when riders are less distracted. 3. Careful consideration given to the allocation of riders in The-Charabanc Buddy Method® so that experienced riders may contribute to our H&S Aims. 4. Persistent review of the progress all riders (including the lead rider) are making in achieving our H&S Aims. 5. Encouraging riders to contribute to the discussion about H&S on the trip, contributing constructive feedback and, if necessary and appropriate, offering critique of the lead rider.
Record findings	<ol style="list-style-type: none"> 1. On the tour, a live report is made to The-Charabanc tour-specific WhatsApp Group which has the benefit of time-stamping entries, attaching photographs and encouraging other riders to contribute with their time-stamped version of events, forming a contemporaneous basis on which any witness statements might later be relied upon. 2. At the end of the tour a contemporaneous report created for the specific event, drawing from the tour-specific WhatsApp Group
Review	<p>29th February 2024 or such earlier date as may become necessary if changes in procedure or legislation require..</p>

5. Control measures

Section of Tour	Hazard	Control Measure
<p>Terrorism</p> <p>Extreme weather</p>	<p>Foreign Office warnings</p> <p>Restrictions of travel</p>	<p>Maintain a subscription to the F&C Office for the countries to be visited. Before the tour, review any guidance and seek further advice, as appropriate. During the tour, review any guidance and seek further advice, as appropriate. At all times communicate with guests and demonstrate a clear understanding of the guidance. Always give guest the option not to travel and avoid any circumstance where they might decide to travel under duress.</p>
<p>Transport</p>	<p>Ferry crossing</p>	<p>Each rider to book their own ferry crossing bit only once the following has been released to all riders-</p> <ul style="list-style-type: none"> • the date and time, and • the name of the ferry operator, and • the ports of departure. <p>Ferry operators from UK ports are not permitted to operate unless they comply with regulations set down by the appropriate Maritime and Coastguard Agency.</p> <p>Weather forecasts considered in advance.</p> <p>Ensure all riders are aware of meeting point and times.</p>
	<p>Channel Tunnel</p>	<p>Each rider to book their own train crossing bit only once the following has been released to all riders-</p> <ul style="list-style-type: none"> • the dates and times, outward • the dates and times, return <p>Weather forecasts considered in advance since ferry customers can swap to the Channel Tunnel when there are adverse weather conditions. In extreme cases, all passenger tourist passenger traffic can be cancelled in preference to freight.</p> <p>Ensure all riders are aware of meeting point and times.</p>

5. Control measures - continued

Section of Tour	Hazard	Control Measure
Accommodation	Hotels or other Accommodation	Assessment of supplier completed.
In the field	Pick up unexploded munitions	Before and during the tour, picking up munitions, shells, etc is a red line.
The Day 1 Risk [®]	Fully discussed in 3.5 above.	Make riders aware of the risks but compelling them to read this risk assessment, discuss the risks before arrival in France or Belgium. Encourage more experience members to understand the importance of their contribution.
The Boot Risk [®]	Fully discussed in 3.6 above.	Seek to organise a pre-tour meeting to discuss routes, itinerary, weather conditions, road conditions, conditions which might be usual to riders and equipment list.
The Risk of Sinking [®]	Fully discussed in 3.7 above.	
The Gravel Risk [®]	Fully discussed in 3.8 above.	
The Fermier Risk [®]	Fully discussed in 3.9 above.	
The Mud Risk [®]	Fully discussed in 3.10 above.	
The Eat my Dust Risk [®]	Fully discussed in 3.11 above.	
The Riding with one eye open Risk [®]	Fully discussed in 3.12 above.	Regular stops to be determined based on rider ability, road conditions and weather conditions (it being more tiring to ride distances when it is raining, foggy or hot).
The Low Energy Risk [®]	Fully discussed in 3.15 above.	Engage The-Charabanc Buddy Method[®]
The Just One More Risk [®]	Fully discussed in 3.13 above.	Make riders aware of the cultural attitudes to beer where ABV values stand before quantity. Ensure that all riders are aware of the start time for the following day and expectations as to distances to be covered. Engage The-Charabanc Buddy Method[®]

5. Control measures - continued

<p>The Jagged Edge Risk[®]</p>	<p>Fully discussed in 3.14 above.</p>	<p>Discourage off-itinerary excursions. Increase awareness why certain sites carry undesirable risks.</p>
<p>Petty crime/theft</p>	<p>Theft from person. - see also The-Charabanc Go-To Folder[®]</p>	<p>Riders are all adults and, unless naïve and untravelled will have a modicum of self-awareness to prevent petty crime. Nonetheless, we may help avoid instances of guest experiencing petty crime or theft by stopping in areas where the risk of crime is low. However, autoroute or motorway service stations can be a hotspot for petty crime/theft and fully laden motorcycles can be easy prey for thieves. Therefore, one rider to be assigned to remain with bikes at autoroute or motorway service stations or other roadside stops. Consular Contacts. Copy travel insurance for each rider released to The-Charabanc before tour and stored on secure but accessible media.</p>

5. Control measures - continued

<p>Theft</p>	<p>Theft from motorcycle. Theft of motorcycle. - see also The-Charabanc Go-To Folder[®]</p>	<p>See also above. The risk of theft of motorcycles at overnight stops can be reduced if accommodation includes garage or under cover/secure parking. Consular Contacts. Copy motorcycle insurance for each bike released to The-Charabanc before tour and stored on secure but accessible media.</p>
	<p>Theft of crash helmet (etc) - see also The-Charabanc Go-To Folder[®]</p>	<p>List of motorcycle dealers and equipment stockists in The-Charabanc Go-To Folder[®] for towns visited overnight (where theft of helmet is most likely).</p>
<p>Breakdown</p>	<p>Motorcycle breakdown</p>	<p>Copy motorcycle international breakdown recovery policy for each bike released to The-Charabanc before tour and stored on secure but accessible media. No breakdown cover – no tour. We do not travel with bikes without adequate international breakdown cover. Breakdown plan understood by all riders. In France anyone stopped on hard shoulder without a hi-viz vest is subject to an on-the-spot fine, ergo all bikers have hi-viz vests within easy access. Relocation of main group away from any motorway/autoroute hard shoulder with contingency plans. Tyre punctures for tubeless wheels are possible. Each rider to be encouraged to acquire appropriate equipment and become familiar with using it.</p>

5. Control measures - continued

Accident	Injury to rider - see also The-Charabanc Go-To Folder[®]	List of hospitals on the route with knowledge of the 999 equivalent. Speed dial for 24/7 translator to three-way a call with emergency services to avoid misunderstanding on medical terminology.
	Minor damage to bike - see also The-Charabanc Go-To Folder[®]	A selection of plastic and metal zip straps together with strong gaffer tape. But the rider must take responsibility for their own repairs to avoid indemnity issues arising.
	Major damage to bike - see also The-Charabanc Go-To Folder[®]	See above 'Motorcycle breakdown' and 'theft'.
Vision	Preventing loss of vision	Each rider to be given time to clean Visors (or goggles) before and during rides. The use of pinlock visors recommended, along with water dispersal product (e.g. Rain X). East/west riding. When possible, avoid routes which require rides directly into the sun, Not always possible but a considered itinerary of the Ypres salient can sometimes prevent persistent riding directly into the sun.
Toll booths	Avoiding hasty ride-offs	Make riders aware of the use of toll roads and the need to have means of payment available. Long queues of impatient locals at a toll booth while a rider fumbles in heavy riding gear for a credit card can pressurise the rider to ride off with zips open or without wearing gloves. Make riders prepare for the event reduces the risks at busy toll booths and hasty ride-offs.

5. Control measures - continued

Race control	Pace management	<p>When the Lead Rider controls the pace, the pace should be within the capabilities of the slowest rider.</p> <p>Where Lead Rider is not the Cicerone, the faster riders should be encouraged to ride at the back, with the slower riders at the front, thus controlling the pace.</p> <p>When one group of faster riders want to increase the pace, consider splitting the group, subject to an agreed meeting point and reminders to obey local traffic laws and consider the local residents.</p>
Off roading	Consideration for the farmers	<p>When riders seek to venture off road onto the local (permitted) tracks which are open for use but all traffic, consider the conditions. For example wet chalk forms a slippery paste on the surface, all the while appearing to have a hardened crust on the surface.</p> <p>Consider also the use of these tracks by farm vehicles and that all riders pay proper and due deference to the working lives of the local farmers by moving out of their way.</p> <p>On the tracks which make up parts of the TET, remind riders that the tracks are two-way and to expect oncoming motorcycles and other motor vehicles.</p> <p>Since some tracks make up former battlefields (e.g. Sunken Road Beaumont Hamel), discourage using these tracks and respect pedestrians, other tourists and other guides at a Stand.</p>

5. Control measures - continued

Police interaction	Rider pulled for an offence - see also The-Charabanc Go-To Folder [®]	Management of the consequent division of the group if one rider is detained. See also references to the immediate use of Hi Viz on autoroutes. Discourage the group stopping but rather moving to a specific location. Speed dial for 24/7 translator to three-way a call with emergency services to avoid misunderstanding on terminology.
Public relations	An extreme occurrence such as an injury or death - see also The-Charabanc Go-To Folder [®]	Immediate contact with Penny at PR agency to cooperate with relatives and, if necessary media, to control misinformation.

Motorcycle tours

6. Tour-specific risk assessment

Depart UK	Return UK	Tour code and description

6.1 Team - Responses to rider self-assessment

Rider name	Age	Time with full moto licence	Will ride	Mechanical failure 1 = Low 20 = High	Experience 1 = Low 20 = High	The Day 1 Risk® 1 = Low 20 = High	The Just One More Risk® 1 = Low 20 = High	Overseas rider 1 = Low 20 = High	Group rider 1 = Low 20 = High	Overall risk score
Andy B	55	38 years	2023 BMW R1250GSA	1	1	1	1	1	1	5
Rider – <ul style="list-style-type: none"> ▪ Tour Cicerone ▪ Familiar with group riding ▪ Familiar with tour routes ▪ Experienced rider ▪ Offroad rider – {has raced enduro} 						Bike and gear – <ul style="list-style-type: none"> ▪ Sat Nav equipped ▪ Sena Intercom ▪ Tracker fitted ▪ Tubeless tyres ▪ Shaft drive 				

6.2 Team - Responses to rider self-assessment - continued

Rider name	Age	Time with full moto licence	Will ride	Mechanical failure 1 = Low 20 = High	Experience 1 = Low 20 = High	The Day 1 Risk® 1 = Low 20 = High	The Just One More Risk® 1 = Low 20 = High	Overseas rider 1 = Low 20 = High	Group rider 1 = Low 20 = High	Overall risk score
Toby D	49	32 years	2015 Triumph 1200	5	1	1	1	1	1	10

Rider –

- The-Charabanc - Tail end Charlie.
- Familiar with group riding.
- Experienced rider and instructor.
- Excellent mechanical skills.
- Good leader & high level of self-awareness.

Bike and gear –

- Sat Nav equipped
- Sena Intercom
- Tubeless tyres
- Shaft drive

Rider name	Age	Time with full moto licence	Will ride	Mechanical failure 1 = Low 20 = High	Experience 1 = Low 20 = High	The Day 1 Risk® 1 = Low 20 = High	The Just One More Risk® 1 = Low 20 = High	Overseas rider 1 = Low 20 = High	Group rider 1 = Low 20 = High	Overall risk score
Steve C	57	40 years	2017 Triumph Speed Triple	5	1	2	2	2	2	14

Rider –

- The-Charabanc - Tail end Charlie.
- Experienced rider.
- Moderate experience with group riding.
- No off-road riding background.

Bike and gear –

- No Sat Nav
- Sena Intercom
- Tubeless tyres
- Chain drive

7. Summary assessment

Factor	Input	Risk 1 = Low 20 = High
Season		
Channel weather		
Terrorism		
Strikes		
Rosk of Ice/snow?		
Type of route		
Agricultural vehciles		
Road debris (farming)		
Other road surface risk		
Offroad?		
Max daily miles?		
Total miles?		
Other		
Total		

8. Conclusion

Conclusions

<p>Considering all the matters discussed in this Risk Assessment, the generic Risk Assessment and all other relevant factors, should the tour proceed as planned?</p>	
<p>Considering the different abilities of individuals in the group, describe here any specific concerns which should be addressed before the tour and monitored during the tour.</p>	
<p>Considering the different age and condition of the motorcycles, describe here any specific concerns which should be addressed before the tour and monitored during the tour.</p>	
<p>Considering the weather conditions, the seasonal changes and the weather forecast, describe here any specific concerns which should be addressed before the tour and monitored during the tour.</p>	
<p>Considering any travel guidance issued by the FCO, describe here what plans will be put in place to provide support in the UK to monitor any geopolitical areas of concern and which cannot be monitored constantly while travelling.</p>	

Describe what other factors influence your decision to proceed with the tour and any areas of concern which may be unique to this group of riders, the weather pattern or the planned route.



Reviewed by
.....
Date: 2024

Sign-off
.....
Date: 2024



THE-CHARABANC.COM
M o t o r c y c l e t o u r s

Terms & conditions of booking

1. Background

- 1.1. **tCbc provides Guiding Services to Guests** who seek contextual and knowledgeable guidance of battlefields including, but not exclusively, the Western Front 1914 to 1918, WW2 1939 to 1945 and the English Civil War.
- 1.2. **In addition** to providing **Guiding**, **tCbc** also provides **Research**, personalised pilgrimages, and itineraries for **Guests** to travel without a guide in person.
- 1.3. **tCbc is** not a tour operator.
- 1.4. **tCbc does** not offer package tours.
- 1.5. **tCbc is** not required to be registered with any regulatory authority, for example ABTA Ltd.
- 1.6. **tCbc strives** to provide **Guiding** with reasonable skill and care, which are consistent with best practices and standards in the code of conduct of the Guild of Battlefield Guides

2. Definitions and Interpretation

- 2.1. **These Ts&Cs** shall apply to all business relations between **tCbc** and **Guests**.
- 2.2. **To assist** with the construction and interpretation of **this Document**, certain words and expressions have been abbreviated or defined.
- 2.3. **A list** of these definitions appears in clause 25.1 **this Document**.

3. Governing Law and Jurisdiction

- 3.1. **Guiding can** involve travel outside of the United Kingdom. The **Guest's** relationship with **tCbc** (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 3.2. **Any dispute**, proceedings or claim between the **Guest** and **tCbc** relating to the **Guest's** relationship with **tCbc** (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.
- 3.3. **Nothing in** this clause seeks to remove or reduce the **Guest's** rights as a consumer to rely on any provisions from which the **Guest**, as a consumer, benefit under any mandatory provisions of the law in the **Guest's** country of residence.

4. Whole agreement.

- 4.1. **The version of this Document** valid at the time of **the Booking** shall be applicable to the business relations between **tCbc** and the **Guest**.
- 4.2. **Differing**, deviating or supplementary general terms and conditions shall not be part of the contract, even with knowledge thereof, unless their applicability is expressly agreed to in writing.

Guiding

5. Guiding –Payment of fees.

Subject to clause 6 of **this Document**, the **Guest's** place on the **Tour** will be confirmed upon the **Guest** making full payment of the **Guiding** fee of:-

- 5.1. Rider = £175.00 (no VAT chargeable).
- 5.2. Pillion = £ 50.00 (no VAT chargeable).
- 5.3. Side occupant = £ 50.00 (no VAT chargeable).

6. Guiding –Guest's expenses.

The Guest acknowledges that all costs/expenses relating to travel, accommodation, sustenance and all other costs/expenses personal to the **Guest** are met by them personally.

7. Guiding –Acceptance of the Booking of a Tour.

- 7.1. **The Guest** acknowledges that any booking on any **Tour** is subject to:-
 - 7.1.1. their completion of the **Risk Assessment Form** at Appendix A, and
 - 7.1.2. their submission of the **Risk Assessment Form** by email to **bookings@the-charabanc.com**, and
 - 7.1.3. **tCbc's** approval of the **Risk Assessment Form**.

7.2. **If the Guest's** place has been rejected after **tCbc** has considered the submission in the **Risk Assessment Form**, **tCbc** will communicate the reasons to **the Guest** within 7 days of the decision to reject.

7.3. **tCbc will** use all reasonable endeavours to discuss the reasons why with the **Guest** and resolve any misunderstandings.

7.4. **tCbc will** use all reasonable endeavours to consider such further information presented by the **Guest** to assist **tCbc** deliberate on the decision made.

7.5. **If the Guest** has paid any sum of money to **tCbc** and their place on **the Tour** is rejected under this clause, then a refund of 100% of the amount paid will be made to the **Guest** within 14 days of notice of the rejection and after any further deliberation has taken place under the foregoing sub-clause.

8. Guiding – Tour specifications.

Upon completion of the **Booking**, **tCbc** shall give the **Guest** an information sheet tailored to the requested **Tour** with information about the significant components of the **Tour**.

9. Guiding - Provision of services.

We will;-

9.1. **provide Guiding Services** with reasonable skill and care, consistent with best practices and standards in the code of conduct of the Guild of Battlefield Guides and in accordance with any information provided by us about the guiding services and about **tCbc**, and

9.2. **begin** providing **Guiding Services** on the date confirmed in correspondence with you, and

9.3. **continue** providing **Guiding Services** on the date confirmed in correspondence with you, which is usually at the end of the **Tour**, and

9.4. **make** every reasonable effort to complete **Guiding Services** on time (and in accordance with your booking). **tCbc** cannot, however, be held responsible for any delays if an event outside of **tCbc** control occurs.

10. Guiding - Force Majeure.

10.1. **Since Guiding** can relate to travel both inside and outside of the United Kingdom, there can be certain events which are outside of the control of **tCbc**.

10.2. **These events** may cause delay or may even prevent **tCbc** from being able to perform some or all obligations and/or the provision of **Guiding**.

10.3. **tCbc will** not be liable for any failure or delay in the provision of **Guiding** or otherwise performing its obligations where that failure or delay results from any cause that is beyond **tCbc's** reasonable control.

10.4. **Such causes** include, but are not limited to:-

- 10.4.1. geopolitical events,
- 10.4.2. adverse weather,
- 10.4.3. power failure,
- 10.4.4. internet service provider failure,
- 10.4.5. strikes, lockouts or other industrial action by third parties,
- 10.4.6. riots and other civil unrest,
- 10.4.7. fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual),
- 10.4.8. acts of war (declared, undeclared, threatened, actual or preparations for war),
- 10.4.9. epidemic, pandemic, or other natural disaster,
- 10.4.10. or any other event that is beyond **tCbc's** reasonable control.

10.5. **If any** event described in **this Document** occurs that is likely to adversely affect the provision of **Guiding** or otherwise the performance of any obligations under **this Document;-**

- 10.5.1. **tCbc** will inform the **Guest** as soon as is reasonably possible; and
- 10.5.2. the **Guiding Services** and all of **tCbc's** obligations under these **this Document** will be suspended and any time limits by which **tCbc** is bound by will be extended accordingly, and
- 10.5.3. **tCbc** will inform the **Guest** when the event outside of its control is over and provide details of any new dates, times or availability of an opportunity to provide **Guiding**.
- 10.6. **If an event outside of tCbc's control occurs and the Guest wishes to cancel the Booking, the Guest may do so in accordance with the Guest's right to Cancel under sub-Clause 11.**
- 10.7. **When there are external circumstances beyond the control of tCbc occur, tCbc will change the tour route and this may affect accommodation and other services.**
- 10.7.1. **tCbc** shall take all reasonable efforts not to change the nature of the **Tour** and to provide equivalent services.
- 10.7.2. **tCbc** shall not bear any responsibility for adverse weather conditions which might occur or climate-induced weather changes; insofar as the **Guest** shall not be entitled to claim the reimbursement of the tour and other expenses incurred.
- 10.8. **If a tCbc guide has an accident during the journey and cannot continue the tour, the second guide shall take over as tour guide. The Guest must then follow the instructions of the second guide. If only one guide is designated for the tour, tCbc shall make an effort to replace the dropped-out guide within a reasonable time. If there are reasonable delays or changes to the itinerary due to an accident, these shall be accepted by the Guest.**
- 11. Guiding - If the Guest needs to cancel the Booking .**
- 11.1. **Once the Guest has made the Booking and (subject to clause 6) the Booking has been accepted the Guest may cancel the Booking at any time until 40 days before the day the Tour commences and any payment the Guest has made to tCbc will be refunded to the Guest within 14 Days of tCbc's acceptance of the cancellation after deduction of an administration fee of £50.00.**
- 11.2. **The Client may cancel the Booking if tCbc:-**
- 11.2.1. has breached the agreement with the **Guest** in any material way and has failed to remedy that breach within 28 days of the **Guest** asking **tCbc** to do so in writing and if the **Client** has made any payment to **tCbc** for the **Research**, the whole of the sum you have paid to **tCbc** will be refunded to the **Guest** within 14 Calendar Days of **tCbc's** acceptance of your cancellation without deduction, or
- 11.2.2. enter into liquidation or have an administrator or receiver appointed over **tCbc's** assets; or
- 11.2.3. is unable to fulfil the **Booking** due to an event outside of **tCbc's** control (as described in **this Document**); or
- 11.2.4. **tCbc** changes **this Document** to the **Guest** material disadvantage.
- 12. Guiding - If tCbc needs to cancel the Booking.**
- 12.1. **If tCbc is unable to fulfil the Booking due to an event outside of tCbc's control (as described in this Document) tCbc may cancel the Booking, and the agreement between tCbc and the Guest, immediately by giving the Guest written notice.**
- 12.2. **If the Guest has made any payment to tCbc, these sums will be refunded to the Guest as soon as is reasonably possible, and in any event within 14 Calendar Days of tCbc's cancellation notice.**
- 12.3. **tCbc** will not be required to give any notice in these circumstances; -
- 12.3.1. the **Guest** fails to make a payment on time as required under Clause 5; or
- 12.3.2. the **Guest** has breached the agreement between **tCbc** and the **Guest** in any material way and has failed to remedy that breach within 7 days of **tCbc** asking the **Guest** to do so in writing; or
- 12.3.3. there are fewer persons than the minimum number of **Guests** specified in the **Tour Specifications** have registered for the **Tour**.
- 13. Guiding - Personal documents.**
- 13.1. **By entering into an agreement with tCbc, the Guest acknowledges and agrees that it is the Guest's responsibility to ensure that before any Tour and throughout your entire participation of any Tour, the Guest possess such current and valid documents as may be required in order to participate in the Tour, and which are issued in the Guest's name, including but not limited to:-**
- 13.1.1. a valid passport issued by the Guest's country of residence, and which remains valid for at least valid until 6 months after the end of the Tour;
- 13.1.2. where necessary a proof of relevant vaccination(s);
- 13.1.3. Visas (where necessary);
- 13.1.4. a valid driving licence suitable for the vehicle being operated by Tour and issued by the Guest country of residence;
- 13.1.5. if required, an international driving licence;
- 13.1.6. relevant and an appropriate travel and medical insurance appropriate for the activity involved and for the duration of the tour (and capable of accommodating any delays).
- 13.2. **By entering into an agreement with tCbc, the Guest, acknowledges that it is not the responsibility of tCbc at any time to check adherence to or the validity of the items described in this clause.**
- 14. Guiding - Motorcycle documents.**
- 14.1. **By entering into an agreement with tCbc, the Guest, acknowledges and agrees that it is the Guest's responsibility to ensure that before the Tour and throughout the Guest's entire participation of the Tour, the Guest holds such current and valid documents for the Guest's motorcycle as may be required in order to participate in the Tour, and which are issued in the Guest's name, including but not limited to:-**
- 14.1.1. an appropriate proof of ownership or vehicle registration document;
- 14.1.2. a certificate of valid and appropriate insurance for the motorcycle,
- 14.1.3. a certificate of valid and appropriate insurance for the motorcycle's accessories and all associated equipment,
- 14.1.4. a certificate of valid and appropriate insurance for the **Guest's** luggage and, for example, motorcycle apparel and other safety apparel;
- 14.1.5. a Carnet de Passage (where necessary);
- 14.1.6. appropriate certificate of breakdown and recovery insurance for the motorcycle, its accessories, equipment and the **Guest/occupants/riders/pillion/users;**
- 14.1.7. and any other necessary documents are based on the countries or territories being visited and the country of registration of the motorcycle.
- 14.2. **By entering into an agreement with tCbc, the Guest, acknowledges that it is not the responsibility of tCbc at any time to check adherence to or the validity of the items described in this clause.**

15. Guiding – Motorcycle suitability.

- 15.1. **By** entering into an agreement with **tCbc**, the **Guest**, acknowledges and agrees that it is the **Guest's** responsibility to ensure that before the **Tour** and throughout the **Guest's** entire participation of the **Tour**, the **Guest's** motorcycle is in good working order, is roadworthy, has a valid MOT (where applicable), has valid UK Road Fund Licence and is insured and properly registered and that they hold such current and valid documents for the **Guest's** motorcycle as may be required in order to participate in the **Tour**.
- 15.2. **By** entering into an agreement with **tCbc**, the **Guest**, acknowledges that it is not the responsibility of **tCbc** at any time to check the adherence to, or the validity of, the items described in clauses 14 and 15.
- 15.3. **tCbc** shall not be liable for any objects that are normally not brought along to such journeys, and **tCbc** offers no safe warranties as to safe custody or any safe custody facilities.
- 15.4. **If the Guest** brings any objects of a special value, they must do so at their own risk.

16. Guiding – Group bookings.

- 16.1. **When one** individual **Guest** books on behalf of a group of other **Guests** and multiple travellers are being registered at the same time, the **Guest** who carries out the registration shall be liable for the payment of the invoiced amount.

17. Guiding – Acceptance of risk.

- 17.1. **A Tour** generally entails a change in the familiar surroundings.
- 17.2. **The are** inherent risks associated with this fall within the sphere of responsibility of the **Guest** and are not to be attributed to **tCbc**, including (but not exclusively):-
- 17.2.1. stress,
 - 17.2.2. nausea - due to climatic changes,
 - 17.2.3. fatigue for example due to a humid and muggy climate,
 - 17.2.4. digestion problems for example due to unaccustomed food, etc.

18. Guiding – Risk posed by the Guest.

- 18.1. **The Guest**, shall be liable for any and all damages he culpably or at least negligently causes to **tCbc**.
- 18.2. **The Guest** shall be liable for all personal and material damages **the Guest** culpably causes and hold **tCbc** harmless against all claims of third parties which are asserted directly vis-à-vis **tCbc** in connection with such damages.
- 18.3. **Culpably caused** by the **Guest** shall, in particular, but not exclusively, be liable to damages which are due to riding errors, a lack of ability to ride and, respectively, improper riding behaviour (e.g. wheelies, racing starts, burn outs, non-compliance with safety distances, riding on pavements and riding in a condition impairing the suitability to drive).
- 18.4. **Different riders** join the Tours and individual **Guest's** riding ability will differ. **The Guest** will be expected to show consideration for the other **Guests**.
- 18.5. **The Guest** shall participate in the Tour on their own responsibility and owes a duty of care to themselves and all others to observe the provisions of the local traffic regulations.
- 18.6. **The imposition** of penalties, fines, administrative fines, and/or damages to legally protected interests of third parties due to the non-compliance with local traffic regulations are the sole responsibility of the **Guest**.
- 18.7. **A prerequisite** for participating in the Tour is that the **Guest** accepts that they owe a duty of care to themselves and all others as to their state of health which corresponds to the respective tour description. **Guests** who do not fulfil these prerequisites can be excluded from participating in the **Tour** or in individual legs of the **Tour** without substantiating a claim vis-à-vis **tCbc**. In case of

doubts regarding the state of health of the **Guest**, **tCbc** ask to be presented with a medical certificate. The **Guest** shall not be allowed to consume alcoholic beverages and, respectively, take medicine or other substances which influence the fitness to ride during the day as long as he still has to ride the motorcycle. This shall also apply to **Guests** who participate in the journey as front passengers. **Guests** will be reminded not to consume alcoholic beverages until after the end of the respective day tour and after the vehicle has been parked for the night. If alcohol is consumed or if medicine and other impairing substances are taken after the end of the respective day tour, the traveller shall ensure that the state impairing the fitness to ride no longer exists on the next morning at the beginning of the day. In case of infringement, the legal consequences of the above sub-clauses shall apply.

- 18.8. **Off-road** riding outside of the itinerary shall be discouraged by **tCbc**.
- 18.9. **The guide** provided by **tCbc** only determines a rough itinerary which the **Guest** shall follow on his individual responsibility and the **Guest** shall be obliged to adjust their style of riding to the respective prevailing circumstances and their ability to ride. If the **Guest** is unable to follow an itinerary, they shall stop to continue driving and inform the guide at the earliest opportunity.
- 18.10. **The Guest** alone shall be responsible to duly stow away the luggage on their motorcycle. This includes times when motorcycles are parked at locations and sites during the riding day. **tCbc** accepts no liability and **Guests** are reminded that it is recommended not to bring along personal valuables and documents should not be stored their motorcycle but kept them in a bag tight to the body.
- 18.11. **The Guest** is aware and understands that riding motorcycles in general is inherently dangerous and accepts that: -
- 18.11.1. they have sufficient experience riding motorcycles to understand all the risks involved, and
 - 18.11.2. they booked this **Tour** out of their own free will and choice, and
 - 18.11.3. they fully and voluntarily accept and assume all risks, whether before, during or after the **Tour**. Such risks include, without limitation, physical and mental injury, pain and suffering, emotional distress, trauma, illness, death, whether or not caused by gross negligence or other fault by **tCbc**, equipment malfunction, inadequate training or supervision, contact with other **Guests** or objects on the premises, the effects of weather or other surrounding conditions.
- 18.12. **The Guest** is aware and understands that in addition to motorcycle insurance, they are responsible for arranging their own travel insurance to cover withdrawal costs, accident, illness and third-party liability.

19. Guiding – social media/privacy/communication

- 19.1. **Information** about the names of the other **Guests** and of the whereabouts of other **Guests** must not be disclosed to third persons even in urgent cases, unless the **Guest** concerned has expressly requested to have information disclosed.
- 19.2. **The address** (for example e-mail address) last notified to the tour organiser shall be the postal and contact address of the **Guest**. Changes should be made known by the **Guest** immediately.
- 19.3. **Oral agreements** with an agency of **tCbc**, with **tCbc** or with a tour guide of **tCbc** shall only be effective if they have been confirmed by **tCbc** in writing.
- 19.4. **Printing errors** and calculation errors may be corrected by **tCbc** at any time.
- 19.5. **Any photographs** and videos produced by **tCbc** during the **Tour** is the property of **tCbc** under copyright law and **tCbc**

shall be entitled to use this material for advertising purposes, even if the participant is recognisable on or in it; with no costs arising for **tCbc**.

19.6. **tCbc WILL NOT** disclose names, addresses, and contact data of a **Guest** without their consent.

19.7. **tCbc WILL NOT** disclose names, addresses, and contact data of a **Guest** to other battlefield guides or partners of **tCbc**.

Research

20. Research - provision of services.

20.1. **Where** the **Client** has engaged **tCbc** to conduct research on a particular individual (for example a combatant who served in World War One), **tCbc** makes no warranty as to the extent of information that may be discovered.

20.2. **Archive** material has been lost or destroyed and, as such, there are instances where information is limited or, in the extreme, not existent.

20.3. **In** these cases, **tCbc** shall explain what research was undertaken and where the absence of archive frustrated the research process.

20.4. **tCbc** cannot be held responsible for the absence of archive material or data, and the **Client** by agreeing with these terms and conditions, the **Client** confirms their acceptance that **tCbc** should be remunerated for the time spent in the research services and, nonetheless, the **Client** agrees that the fee for research services arises.

21. Research - Force Majeure.

21.1. **Some events** may cause delay or may even prevent **tCbc** from being able to perform its obligations and/or the provision of **Research**.

21.2. **tCbc** will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control, such causes include, but are not limited to:

- 21.2.1. geopolitical events,
- 21.2.2. adverse weather,
- 21.2.3. power failure,
- 21.2.4. internet service provider failure,
- 21.2.5. strikes, lockouts or other industrial action by third parties,
- 21.2.6. riots and other civil unrest,
- 21.2.7. fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual),
- 21.2.8. acts of war (declared, undeclared, threatened, actual or preparations for war),
- 21.2.9. epidemic, pandemic, or other natural disaster,
- 21.2.10. or any other event that is beyond **tCbc's** reasonable control.

21.3. **If any** event described above occurs that is likely to adversely affect the provision of **Research** or otherwise **tCbc's** performance of any of its obligations under this **Document**; -

- 21.3.1. **tCbc** will inform the **Client** as soon as is reasonably possible; and
- 21.3.2. **tCbc's** obligations under this **Document** will be suspended and any time limits that we are bound by will be extended; accordingly, and
- 21.3.3. **tCbc** will inform the **Client** when the event outside of its control is over and provide details of any new dates, times or availability of an opportunity to provide **Research**.

21.4. **If an** event outside of the control of **tCbc** occurs and the **Client** wishes to cancel the **Research**, the **Guest** may do so in accordance with the **Client's** right to Cancel under sub-Clause 23.

21.5. **Any refunds** due to the **Client** because of that cancellation will be paid to the **Client** as soon as is reasonably possible, and in any event within 14 Calendar Days of **tCbc's** acceptance of the **Guest's** cancellation notice.

21.6. **If the** event outside of **tCbc's** control continues for more than 16 weeks, **tCbc** will cancel the **Research** in accordance with **tCbc's** right to cancel under sub-clause 9 and inform the **Client** of the cancellation.

21.7. **Any refunds** due to the **Client** because of that cancellation will be paid to the **Client** as soon as is reasonably possible, and in any event within 14 Calendar Days of our cancellation notice.

22. Research - Information required from you.

22.1. **Where** **tCbc** require any information or action from the **Client** in order to provide **Research Services**, **tCbc** will inform the **Client** of this as soon as is reasonably possible.

22.2. **If the** information or action required of the **Client** under this clause is delayed, incomplete or otherwise incorrect, **tCbc** will not be responsible for any delay caused as a result.

22.3. **If additional** work is required from the **Client** to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on the part of the **Client**, **tCbc** may charge you a reasonable additional sum for that service.

22.4. **In certain** circumstances, for example where there is a delay in you sending **tCbc** information or taking action required under this clause, **tCbc** may suspend **Research**.

22.5. **In certain** circumstances, for example where **tCbc** encounters a technical problem, **tCbc** may need to suspend **Research** to resolve the issue.

22.6. **Unless the** issue is an emergency and requires immediate attention **tCbc** will inform the **Client** in advance in writing before suspending the **Research**. If the **Research** is suspended under this sub-clause, the **Client** will not be required to pay for them during the period of suspension. The **Client** must, however, pay any invoices that you have already received from **tCbc** by their due date(s).

22.7. **If you** do not pay **tCbc** for **Research** as required by this **Document**, **tCbc** may suspend the **Research** until you have paid all outstanding sums due. If this happens, **tCbc** will inform the **Client** in writing.

22.8. **If the** **Client** wishes to cancel the **Client's** order for the **Research** before, they begin, the **Client** may do so under sub-clause 23.

23. Research - If the Client cancels the request for Research.

23.1. **Once the** **Client** has engaged **tCbc** to conduct **Research**, the **Client** is free to cancel the request for **Research** at any time up to the time when **tCbc** commences **Research**, and if you have made any payment to **tCbc** for the **Research**, the sum you have paid to us will be refunded to the **Client** within 14 Calendar Days of **tCbc's** acceptance of the **Client's** cancellation after deduction of an administration fee of £50.00.

23.2. **The** **Client** may cancel request for **Research** if **tCbc**; -

- 23.2.1. has breached the agreement with the **Client** in any material way and has failed to remedy that breach within 28 days of the **Client** asking **tCbc** to do so in writing and if the **Client** has made any payment to **tCbc** for the **Research**, the whole of the sum you have paid to **tCbc** will be refunded to the **Client** within 14 Calendar Days of **tCbc's** acceptance of your cancellation without deduction, or
- 23.2.2. enter into liquidation or have an administrator or receiver appointed over **tCbc's** assets; or

- 23.2.3. are unable to provide the **Research** due to an event outside of **tCbc's** control (as described in **this Document**); or
- 23.2.4. **tCbc** changes **this Document** to your material disadvantage.
- 23.2.5. **tCbc** may cancel your request for **Research** before the **Research** begins.

24. Research - If tCbc needs to cancel the request for Research.

- 24.1. **Once tCbc** has begun the **Research**, **tCbc** may cancel the **Research**, and the agreement between **tCbc** and the **Client**, at any time by giving the **Client** 30 days written notice.
- 24.2. **If the Client** has made any payment to **tCbc** for **Research** which **tCbc** has not yet provided, these sums will be refunded to the **Client** as soon as is reasonably possible, and in any event within 14 Calendar Days of **tCbc's** cancellation notice.
- 24.3. **If tCbc** has provided **Research** that the **Client** has not yet paid for **tCbc** will invoice the **Client** for those sums and the **Client** will be required to make payment in accordance with the terms agreed between **tCbc** and the **Client**.
- 24.4. **tCbc** may cancel the **Research** and the agreement between **tCbc** and the **Client** immediately by giving the **Client** written notice.
 - 24.4.1. **If the Client** has made any payment to **tCbc** for any **Research** **tCbc** has not yet provided, these sums will be refunded to the **Client** as soon as is reasonably possible, and in any event within 14 Calendar Days of **tCbc's** cancellation notice.
 - 24.4.2. **If tCbc** has provided **Research** that the **Client** has paid for, the sums due will be deducted from any refund due to the **Client** or, if no refund is due, **tCbc** will invoice the **Client** for those sums and the **Client** will be required to make payment in accordance with Clause 5.
- 24.5. **tCbc** will not be required to give any notice in these circumstances; -
 - 24.5.1. the **Client** fails to make a payment of any invoices raised by **tCbc**; or
 - 24.5.2. the **Client** has breached the agreement between **tCbc** and the **Client** in any material way and has failed to remedy that breach within 7 days of **tCbc** asking the **Client** to do so in writing; or
 - 24.5.3. **tCbc** is unable to provide the **Research** due to an event outside of **tCbc's** control (for a period longer than that described above).

25. For the purposes of this Document a breach of the agreement between **tCbc** and the **Client** will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

Definitions and Interpretation

25.1. **In this Document**, unless the context otherwise requires, the following expressions have the following meanings:

Expression	Meaning
tCbc	The-Charabanc
Guiding	The activity of providing you with contextual guidance of battlefields including, but not exclusively, the Western Front 1914 to 1918, WW2 1939 to 1945 and the English Civil War
Guest Guests	The customer or guest who seeks to engage tCbc for Guiding Services and where tCbc has accepted that engagement and where a business relationship, contract or other agreement has been agreed by both parties.
Research	The activity of providing research and genealogical services for an individual.
Client	The client, customer or Guest who seeks to engage tCbc for Research and where tCbc has accepted that engagement and where a business relationship, contract or other agreement has been agreed by both parties.
Research	The activity of providing research and genealogical services for an individual.
This Document	These Terms & Conditions.
Tour	A journey or trip where we provide in-person Guiding Services or tour guiding provided by tCbc to you as specified in the information sheet described in clause 8.

Appendix – Risk assessment

Rider name	Age	Full moto licence	IAM 1 = Low 20 = High	Self-rated speed factor 1 = Low 20 = High	Experience 1 = Low 20 = High	The Day 1 Risk® 1 = Low 20 = High	The Just One More Risk® 1 = Low 20 = High	Overseas rider 1 = Low 20 = High	Group rider 1 = Low 20 = High	Overall risk	
	yrs	yrs								/140	
Bike	ABS	ASC	DSC	Breakdown 1 = Low 20 = High	Fuel range 1 = Low 20 = High	Tyres 1 = Low 20 = High	Sat Nav 1 = Low 20 = High	Comms system 1 = Low 20 = High	First Aid Kit 1 = Low 20 = High	Overall risk	
										/120	
Comments						Overall risk				/260	
Assessment date						Assessed by					
On-tour Dynamic risk assessment											