

Terms & Conditions

TOUR OPERATOR

The tour operator is Happy Tours, Breznikova ulica 15, 1230 Domžale, Slovenia. With the booking of one of the motorcycle tours, the customer agrees to the following terms and conditions.

It is strongly recommended to read those terms and conditions carefully.

AGENTS, TOUR OPERATORS AND REPRESENTATIVES

Happy Tours agents, tour operators and representatives are representing us, but are not a party of this contract and are not responsible or liable for any failure to provide any service as may be described in our literature or pertaining to the contract.

BOOKING

Guided & Self-guided Tours

The person who completes a booking is regarded as principal contractor and accepts the obligations under the contract with Happy Tours (payments, contract cancellation, etc.). In the course of booking, Happy Tours requests a service charge and deposit. Deposit required to secure the reservation and place on the tour is 500 eur per person. Space on the tour is limited and reservations are on a first come basis. The balance of the amount is due to be paid 60 days before the tour starts. If the total balance is not received 60 days before the tour starts, Happy Tours reserves the right to cancel the reservation. Each participant is required to sign a release and waiver form of rights before the tour starts. Happy Tours cannot accept a participant without a signed release and waiver form.

Motorcycle Rentals

If a participant rents a motorcycle from Happy Tours without a corresponding guided or self-guided tour, the rental reservation becomes final after a 30% of the total amount (non-refundable) deposit is received. If a participant fails to send a reservation deposit, Happy Tours may cancel the reservation at any time. Modification of an existing rental reservation can be made free of charge if claimed at least 21 days before the commencement of the rental, otherwise a surcharge may apply.

CANCELLATION

In case of a customer canceling the reservation after the confirmation, Happy Tours reserves the right to withhold the deposit/tour charge in part for costs incurred. Each cancellation must be in a written form. Cancellations received more than 60 days prior to departure will be subject to a 500 euro per person cancellation fee. Cancellations received less than 60 days prior to departure will be subject to the following forfeit of tour costs: 59-30 days, 50% of tour cost; 29-15 days, 75% of tour cost; within 15 days, 100% of tour cost. Trip cancellation insurance is strongly recommended.

TOUR CANCELLATION AND CHANGES

Happy Tours reserve the right to cancel any tour if the number of participants booked does not meet the minimum requirement to operate the trip. If this occurs, Happy Tours will offer to operate the tour if all participants agree to a supplemental charge due to the low number of tour members. If participants do not accept to pay the supplement, Happy Tours will offer a self-guided tour at current self-guided tour prices to participants. If participants do not agree to pay the supplement or take a self-guided tour, Happy Tours will refund their deposit and payments in full, which will constitute the full settlement. Happy Tours is not liable for any additional costs or losses incurred by the participant due to the cancellation of the tour due to lack of participants. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals. Happy Tours takes no responsibility for any flight delays or scheduled changes at any state throughout the trip. In the event of any such change, no refund will be considered. When the tour cannot be started or has to be interrupted or ended for reasons outside of the control of Happy Tours or its contractors or customers as well as in a case of major disturbances, such as riots, floods, earthquakes, strikes, etc., the contract becomes invalid. Happy Tours has the sole discretion to alter the itinerary should it become necessary due to weather, local conditions, politics or various other reasons. No refund will be considered in the event of any such changes. Fares quoted by Happy Tours and its agents are those in effect at time of printing. On rare occasions, due to situations beyond our control, Happy Tours reserves the right to change tour prices any time prior to 60 days before departure. Happy tours reserves the right to correct printing errors or calculation mistakes at any time. Discounts offered by Happy Tours cannot be combined with other existing discounts.

INSURANCE

Happy Tours recommends that the participant take out a travel, health and accident insurance. It is the participant's responsibility to ensure that suitable insurance cover is taken out prior to commencement of the trip. Happy Tours is not responsible for any accidents. It is agreed and understood that neither Happy Tours nor its agents are the guardians of any customer safety and that they, individually or collectively, can not be held liable in any way for any occurrence in connection with the tour which might result in injury, death or other damage to the customer, his property or his family heirs or assigns.

PASSPORT, VISA AND DRIVING REGULATIONS

The customer is responsible for complying with above regulations and all consequences resulting from non-compliance. The customer must be in possession of a valid passport and visa if necessary, and international driver's license for the duration of their stay.

MOTORCYCLES

The motorcycle that Happy Tours provides to the participant will be insured but you will be liable for the first us \$4,000 worth or any damage to the motorcycle irrespective of how that is incurred deemed by Happy Tours to have been your responsibility. The term 'damage' is to exclude reasonable wear and tear. Minor blemishes or paint chips caused by gravel, stones and insects are considered normal wear and tear, however, damage or scratches caused by an accident irrespective of who is at fault, dropping a motorcycle or riding it through bushes or off roadways is not considered normal wear and tear. The participant is solely responsible for the ignition keys during the normal course of a riding day. Should they be lost or stolen due to neglect or failure to follow the tour leaders instructions the participant is responsible for the replacement to a maximum cost of us \$500. Riding privileges will be suspended from anyone under the influence of drugs or alcohol. If a participant operates a motorcycle after drinking an alcoholic beverage or using mind altering drugs the rider will incur unlimited liability for damage to the motorcycle. Happy Tours is not obliged to replace a motorcycle damaged by a participant in these circumstances.

If the participant does not comply with local traffic laws, or does not practice safe group travel practices as described by the tour leader and by guidelines provided by Happy Tours, the agreement with the rider may be cancelled and riding privileges will be suspended. A participant is responsible for all traffic tickets received during the tour. A service charge will apply for all unpaid tickets. Participants agree not to cause any damage to natural surrounding or third parties through their actions while riding their motorcycles. In the event a participant repeatedly ignores rules or causes others to feel threatened by their actions, Happy Tours reserves the right to revoke this contract and remove the participant's rental motorcycle. Participants who intend to operate a motorcycle provided by Happy Tours must be at least 25 years old and must have a valid motorcycle operator licence. Participants must also attest that they have at least 2 years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by Happy tours. The motorcycles are provided by Happy Tours and the cost is included in the tour costs. Happy Tours will attempt to provide the trip participants with the model of motorcycle confirmed to the participant. If after having confirmed the model of motorcycle requested, Happy Tours finds that it is necessary to substitute a different model, Happy Tours will notify the participant as soon as possible. If the participant does not wish to accept the proposed substitution the participant may cancel the trip without penalty and the deposit will be refunded.

Unexpected and uncontrollable situations may require last minute substitution of a motorcycle including after the trip has begun. This may include, but is not limited to, mechanical failure, collision, damage and theft. In this circumstance, Happy Tours reserves the right to substitute the type of motorcycle confirmed. Should Happy Tours not be able to replace a motorcycle with the confirmed type or similar a prorated refund for the difference in models if any will be refunded to the participant.

SECURITY DEPOSIT

At the beginning of the motorcycle rental period, either on guided, self-guided tour or motorcycle rental, a security deposit of 2500 euro must be paid to Happy Tours. The deposit will be held until the undamaged motorcycle is returned in acceptable condition. The deposit will be refunded at that time. The rental period is not interrupted due to damage to the motorcycle or the inability of the participant to ride the motorcycle. During the rental period, Happy Tours is not obligated to replace a damaged motorcycle. If a participant provides his own motorcycle, no tour insurance will be provided by Happy Tours.

PHOTO AND VIDEO MATERIALS

Photos and videos produced by Happy Tours are the property of Happy Tours, and the copyrights rest with Happy Tours. Happy Tours can use all such material for advertising and marketing purposes, including images in which participants can be recognized, without any charge from the participant. Participants who submit photos to Happy Tours agree to allow the use of such photos by Happy Tours for advertising and marketing purposes. Single room supplement if a participant is travelling solo, we will attempt to find a suitable roommate for the participant if the participant requests it. In the case where this proves impossible, a single room supplement will be charged.

ACCEPTANCE OF TERMS AND CONDITIONS

I understand that I will be required to sign a release and waiver form before I can participate on a Happy tour's tours. I have read and accepted the terms and conditions of Happy tours. I am aware that motorcycling can be dangerous. I am aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the trip can influence the risks. I agree to accept those risks.

I am an experienced responsible and healthy motorcyclist with a valid motorcycle driver licence. As a passenger I am aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this trip, including Happy Tours, are not the guardians of my safety. They, individually or collectively, can not be held liable in any way for any occurrence in connection with the operation of my participation in the trip which might result in injury, death or other damage to me, my property or my family heirs or assigns.