



General Travel Conditions

1. Tour and Lease Agreement:

The Tour and Lease Agreement shall be effective upon written confirmation of participation from GoodTime Xtreme Tours (thereafter referred to as "Promoter") and is for both obligatory.

2. Breadth of Services:

2.1. The range of services rendered under this Agreement shall be determined by the corresponding website in effect upon time of application. Any services not explicitly referenced in the website shall not be included within the Tour fee.

2.2. Promoter reserves the right to change the Tour, especially the itinerary and the accommodation, if necessary for good cause. Promoter shall seek not to change the main characteristics of the Tour and render equal services.

3. Requirements for the Customers:

3.1. Eligibility Requirements

It is exclusively the participant's responsibility to judge whether his or her individual competence and capabilities are sufficient to cope with the specified route. The organizer and the tour guide are under no obligation to determine and verify the participant's competence and capabilities. The tour participants' reservations are booked in the chronological order of their receipt. Upon receiving your reservation, we will send you all the necessary documents and additional information about your tour, as well as written confirmation of your booking.

A valid driving license is absolutely required for all tours!

3.2. The participation at the Tours is possible with motorcycle models of all brands, in accordance to the defined requirements of the different Tours!

3.3. Only the Customers holding a valid driver's license with proper motorcycle endorsement at the time of the Tour shall be eligible to participate.

3.4. All Customers must wear adequate protective equipment while riding. Helmets are required at all time without exceptions!

3.5. If Customer is providing his private dirt bike to ride on the Tour, he shall be fully responsible for the flawless technical condition of his motorcycle and the compliance with all mandatory and Promoter's requirements (for example: knobby tires). Promoter and Tour Guide shall have no obligation to observe the compliance with these requirements.

3.6. It shall be Customer's own discretion to determine whether his riding skills and experience are sufficient to accomplish the itinerary of the chosen Tour. Promoter and Tour Guide shall have no obligation to determine and monitor Customer's riding skills.

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4. Lease of Motorcycle:

4.1. Enduro motorcycles are available for lease on selected Tours. The motorcycle to be leased shall be reserved upon registration to the Tour. The leased motorcycle shall only be used to participate on the booked Tour.

4.2. At the latest upon taking possession of the leased motorcycle, customer can be asked to put down a security deposit in addition to the leasing rate. The security deposit, minus eventual expenses for repairs of damages to the motorcycle, shall be reimbursed to the customer upon returning the leased motorcycle.

4.3. The term of the lease shall not be interrupted as long as the motorcycle is unusable due to customer's fault or incapacity to ride the motorcycle.

5. Immigration, Customs, Visa and Vaccination:

Customer shall refer to GoodTime Xtreme Tours for more details. It shall be customer's own responsibility to comply with those regulations, in particular to organize visa or get vaccines.

6. Infringements of Traffic Laws or Tour Guide instructions:

In the event that the Customer negligently infringes traffic laws or Tour Guide instructions, Promoter shall be entitled to terminate this Agreement and seize the motorcycle. The Tour or Lease fee is non-refundable.

7. Liability:

7.1. Customer participates at his own risk. The liability of GoodTime Xtreme Tours and their respective servants and/or employees, is limited to the amount of the Tour and Lease fee, regarding customer's loss arising from his participation at the Tour, unless the damage is caused by GoodTime Xtreme Tours or their respective sub-contractors and/or employees' default or gross negligence, or in case Promoter is liable for a customer's loss solely due to the default of a service provider. The limit of liability shall not apply to Customer's bodily injuries.

7.2. Customer shall sign a separate declaration on limitation of liability before participating on the Tour. The declaration shall be submitted to the Customer along with the confirmation of application. If Customer is not willing to sign the declaration of limitation, he shall notify Promoter in writing and registered mail within 7 days upon receipt of the declaration and may not participate in the Tour. If Customer does not give timely notice or does not submit the signed declaration upon participation at the Tour, Promoter may immediately terminate this Agreement. Customer will be reimbursed for the amount of the Tour and Lease fee already paid, minus the amount of the cancellation fee as spelled out in Section 9 of this Agreement, or, if Tour and Lease fee has not been paid yet, Customer shall pay the cancellation fee.

7.3. GoodTime Xtreme Tours and Tour Guide waive any liability for property damage or bodily injuries caused by Customer in case the damage is not covered by compulsory liability insurance.

7.4. Personal adequate insurance coverage is recommended.

8. Payment:

A down payment of 150 EURO/person is required within 1 week upon booking the tour. The rest shall be paid 2 weeks prior to the Tour or in cash at the arriving for the Tour start. Any bank commissions will be supported by the Customer.

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9. Termination and Assignment:

9.1. Applicant may terminate the Agreement anytime. The following cancellation fees shall become due upon cancellation by the applicant

- 20 % of the Tour and Lease fee if cancelled from application up to 8 weeks prior to the Tour,
- 50 % of the Tour and Lease fee if cancelled from 8 to 4 weeks prior to the Tour,
- 85 % of the Tour and Lease fee if cancelled within 4 weeks prior to the Tour or non-attendance without notification.

Customer shall notify Promoter in writing by registered mail. The terms above refer to Promoter's physical receipt of applicant's notification. Promoter may compensate applicant's down payments against cancellation fees. Other participation fees already paid shall be reimbursed. Personal adequate insurance coverage is recommended.

9.2. Customer may assign the Agreement to another Customer, if the assignee meets all of the requirements of participation and Promoter is notified thereof within a timely manner. Assignor and new Customer shall be jointly liable for the outstanding payment of the invoice or any additional costs arising out of the assignment. Ticketed flight reservations may not be assigned! For miscellaneous services, such as ticket bookings, separate conditions come into effect.

10. Cancellation of the Tour:

10.1. The Promoter reserves the right to postpone or cancel the Tour anytime for good cause. The Promoter may also cancel the Tour up to one week prior to the Tour, in the event that too few participants signed up for the Tour. The Customer shall be informed thereof in writing without delay.

10.2. In case of Promoter postponing or canceling the Tour, Customer may choose to either participate in a similar Tour, if feasible for Promoter, or to be reimbursed.

11. Severability:

If any provision in this Agreement is held invalid or unenforceable, in whole or in part, the remainder of the provisions or enforceable parts of this Agreement shall not be affected, and shall be enforced to the fullest extent permitted by law.

12. Governing Law and Venue:

This Agreement shall be governed by the laws of Romania, unless restricted by law. Litigation arising out of this Agreement shall be held at the court of Sibiu, Romania.

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