

# Terms and Conditions:

For our customers protection UNICORN ADVENTURES sales conditions are based on the European “Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours” as well as on the Regulation “ 1992 No. 3288 CONSUMER PROTECTION The Package Travel, Package Holidays and Package Tours Regulations 1992”.

## Tour Operator

Unicorn Adventures Ltd  
Company Number: 5462274  
The Bristol Office  
2 Southfield Road  
Westbury-On-Trym  
Bristol BS9 3BH  
United Kingdom

## Customer

The person who takes or agrees to take the package (‘the principal contractor’), or any person on whose behalf the principal contractor agrees to purchase the package (‘the other beneficiaries’) or any person to whom the principal contractor or any of the other beneficiaries transfers the package (‘the transferee’); ‘contract’ means the agreement linking the consumer to the organizer and/or the retailer.

## Contract

The tour booking form filled-in by the customer, with the acceptance of the Sales Conditions has to be printed, signed and sent by the customer to Unicorn Adventures Ltd. As such it is valued as a contract between the customer and Unicorn Adventures Ltd. Without this document Unicorn Adventures Ltd will not accept your booking. Acceptance of booking can be confirmed over the phone but will not be valid until written (e-mail) confirmation has been received from Unicorn Adventures Ltd.

In complement to the contract each customer will have to accept and sign, before departure, a release and waiver form.

## Responsibility

As a tour operator Unicorn Adventures Ltd is responsible to:

- Careful preparation of the tour.
- Careful selection and supervision of the organisations providing the services (e.g. transport companies, hotels, etc.);
- Accurate description of all travel services indicated in this catalogue/web site unless, an amendment to the details in the catalogue/web site was issued prior to contract closing.

However, Unicorn Adventures Ltd shall not be liable for details in brochures/web site relating to hotels, locations or ships as it has no influence on

the production of said catalogues and is unable to ascertain the accuracy of the facts contained therein.

- Proper provision of travel services as contractually agreed.

- Any fault of persons entrusted with the provision of services.

- It is agreed by the customer that Unicorn Adventures Ltd and its employees are not responsible nor guardians of any customers safety and cannot be held liable in any way for any occurrence in the connection with the operation or the customer’s participation in connection with the tour, which might result in injury, damage or death to the customer, her/his property, her/his family, heirs or assigns. Unicorn Adventures Ltd is not responsible for any accident occurring during its tours.

- Contractual liability of the tour operator to provide compensation for damage other than physical injury is limited to a total of three times the tour price if damage suffered by the traveller was not caused by us with intent or by gross negligence. Limitation of liability to three times the tour price shall also apply if the tour operator is responsible for damage suffered by the traveller solely through the fault of an organisation providing the services.

## Information on Documents

Each customer has to make sure that s/he carries during the entire trip her/his passport and visa required to travel in Europe (EEC). As there are no specific diseases in the countries the tours take no specific vaccination is required. The customer is responsible for complying with above regulations and all consequences resulting from non-compliance to European rules.

## Reservation and Deposit

To book a tour a Deposit of 500 Euros (Five Hundred Euros) to secure the customer’s place on the tour has to be made latest 60 (Sixty) days prior to tour departure. The balance is due latest 30 (Thirty) days prior to tour departure.

For each booking Unicorn Adventures Ltd will send, by email, the payment time table to each customer.

If the total balance is not received in the 30 days delay as expressed by Unicorn Adventures Ltd, it is Unicorn Adventures Ltd’s right to treat this reservation as cancelled and charge the cancellation

fee (see below).

For any booking made less than 60 days prior to tour departure the full cost of the tour has to be paid.

### **Prices changes**

The prices laid down on the web site or in the contract are set based on variable factors at the moment of booking. Unicorn Adventures Ltd may revise upward or downward prices solely to allow for variations in:

- transportation costs, including the cost of fuel,
  - dues, taxes or fees chargeable for certain services, such as landing taxes or embarkation or disembarkation fees at ports and airports (if boat or plane transportation is included in the tour),
  - the exchange rates applied to the particular package.
- During the 20 (twenty) days prior to the departure date stipulated, the price stated in the contract shall not be increased. If Unicorn Adventures finds that before the departure it is constrained to alter significantly any of the essential terms, such as the price, date, Unicorn Adventures will notify the consumer as quickly as possible in order to enable her/him to take appropriate decisions and in particular:

- either to withdraw from the contract without penalty,
  - or to accept a rider to the contract specifying the alterations made and their impact on the price.
- The consumer shall inform the organizer or the retailer of his decision as soon as possible. Unicorn Adventures Ltd reserves the right to correct any typing, calculation error at any time.

### **Tour changes**

Unicorn Adventures Ltd may have, due to unforeseen situations, to change dates of tours (cancel, postpone, advance),

- Itineraries
- Hotels
- Overnight cities
- Monuments visits stops
- Guides
- Chauffeurs
- Any other arrangement

In those cases Unicorn Adventures Ltd will not be hold responsible and thus will not assume responsibility or liability for any resulting losses, expenses or inconvenience.

### **Cancellation by the customer**

Where the consumer is prevented from proceeding with the package, he may transfer his booking, having first given the Unicorn Adventures a reasonable notice (30 (thirty) days) of his intention before departure, to a person who satisfies all the conditions applicable to the package. The transferor of the package and the transferee shall be jointly and severally liable to the Unicorn Adventures to the contract for payment of the balance due and for any additional costs arising from such transfer.

Where the consumer is prevented from proceeding with the package, if s/he does NOT transfer her/his booking a cancellation fee will be applied:

- Cancellations received more than 60 days prior to departure will be subject to a 200 Euros (Two Hundred Euros) per person cancellation fee.
- Cancellations received less than 60 days prior to

departure will be subject to the following forfeit of tour cost;

- 59-30 days, 500 Euros (Five Hundred Euros) per person;
- 29-20 days, 30% tour cost;
- Within 20 days, 100% tour cost.

Unicorn Adventures Ltd cannot accept any exception to this policy for any reason.

As defined in the "Insurance" Section Unicorn Adventures Ltd strongly recommend customers to contact trip cancellation insurance.

Unicorn Adventures Ltd is not required to make any refund once the tour has started regardless of the reason the customer is unable to complete the tour.

### **Booking changes**

It is accepted by Unicorn Adventures that a customer changes her/his mind and rebooks a tour (date change or tour change), not less than 60 days prior to tour departure.

### **Cancellations by Unicorn Adventures Ltd**

Unicorn Adventures Ltd requires a minimum amount of participants by tour of: 3 persons. If this minimum amount of persons is not reached 30 (Thirty) days prior to tour departure, Unicorn Adventures Ltd may cancel the tour and will inform all the participants 29 (Twenty Nine) days prior to departure.

If the consumer withdraws from the contract because of cancellation of the tour by Unicorn Adventures Ltd or changes in prices or dates by Unicorn Adventures Ltd, the consumer will be entitled:

- Either to take a substitute package of equivalent or higher quality where Unicorn Adventures Ltd is able to offer him such a substitute. If the replacement package offered is of lower quality, Unicorn Adventures Ltd will refund the difference in price to the consumer;

- Or to be repaid as soon as possible all sums paid by him under the contract. This will cancel the contract between the consumer and Unicorn Adventures Ltd.

But Unicorn Adventures Ltd is not liable for any additional costs or losses incurred by the tour participant due to Unicorn Adventures Ltd cancellation of tour. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals.

Unicorn Adventures Ltd may have to cancel tours for unforeseeable circumstances beyond the control of the Unicorn Adventures Ltd by whom it is pleaded, the consequences of which could not have been avoided even if all due care had been exercised.

### **Monies Protection**

Unicorn Adventures Ltd will provide sufficient evidence of security for the refund of money paid over and for the repatriation of the consumer in the event of insolvency. Therefore Unicorn Adventures Ltd will provide to each customer proof that her/his money is insured.

### **Tour information**

Unicorn Adventures Ltd provides the consumer, in writing (printable format) or any other appropriate form ([www.unicornadventures.com](http://www.unicornadventures.com)), with the following information in good time before the start

of the journey:

(i) the times and places of intermediate stops and transport (see tour descriptions);

(ii) the name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call. This information will be provided to each customer on tour departure.

### **Insurance**

It is strongly advised by Unicorn Adventures that each customer contracts with her/his selected insurance company the following insurance policies to cover:

- Cost of cancellation by the consumer.
- Cost of assistance, including repatriation, in the event of accident or illness.
- Luggage.
- And third-party liability insurance.

Such insurance is not included in the tour price

Customers coming with their personal motorcycle should be fully insured as Unicorn Adventures Ltd will not provide any insurance, nor is Unicorn Adventures Ltd liable to any damage occurring to the customer's motorcycle.

### **Included in the price**

For all customers:

- Hotel accommodation (twin or single room) + breakfast

- Luggage transportation: Unicorn Adventures Ltd is not responsible for any loss or damage on luggage pieces, each participant hands her/his luggage over every day on the tour at her/his own risk. Due to traffic, speed, road state etc...

Unicorn Adventures is not responsible for any delay in luggage delivery during the tour. Unicorn Adventures Ltd will only accept a maximum of 3 luggage items per customer.

- Guide

- Welcome and goodbye dinners

For customers joining with their own motorcycle: same as above plus

- Daily road book.

For customers renting a Unicorn Adventures Ltd motorcycle: same as above plus

- Unicorn Adventures Ltd motorcycle with its insurance.

- Equipment (helmet, gloves, pants, jacket, and rain suit).

For customers requesting a chauffeur: same as above plus

- Personal chauffeur. Unicorn Adventures Ltd can decide to use the guide as a chauffeur.

- High comfort and safe rental motorcycle.

### **Not included in the price**

For all customers: any item or activity not listed above.

### **Equipment**

Unicorn Adventures Ltd offers to customers requesting it full equipment (helmet, gloves, jacket, pants, and rain suit). Each item (except gloves) is cleaned and washed before each tour. Unicorn Adventures Ltd is not liable for any inconvenience

induced by using its equipments.

Unicorn Adventures will do its best to provide the right sized equipment based on the customers choice on the booking form. If there has been a size mistake Unicorn Adventures Ltd is not liable for it.

### **Hotel room allocation**

Unicorn Adventures will always try to allocate twin rooms for all customers not requesting a single room. As the selected hotels may not have twin rooms left some times Unicorn Adventures Ltd will not guarantee twin rooms, allocated on a "first booked" basis. An up charge may be applied to single rooms.

### **Motorcycle rental**

- Safety deposit: prior to departure, at hand over, each customer renting a Unicorn Adventures Ltd motorcycle will have to pay a safety deposit of the "insurance deductible value" charged to Unicorn Adventures Ltd by its motorcycle insurance (contact us for details). This safety deposit will be refunded at the end of the tour when the motorcycle is returned undamaged.

- Pictures on web site: are not representative of colours and options.

- Selected motorcycle: Unicorn Adventures Ltd makes sure its customers get the 1st or 2nd choice selected motorcycle, but due to unforeseen conditions (accident, mechanical failure and others) Unicorn Adventures Ltd may have to provide a different model. Should that situation arise Unicorn Adventures Ltd will refund the rental cost difference to the customer if the cost is lower or charge the customer, with her/his agreement, for a higher level model. This is the only accepted liability of Unicorn Adventures in this case.

### **Weather conditions**

Unicorn Adventures schedules all the tours to make sure the weather will be as good as possible to enjoy a safe and nice tour. But tours pass through some weather changing areas. Unicorn Adventures Ltd cannot at any time be made liable for unpleasant and unsuitable weather conditions and thus no refunds will be made for such conditions

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### **Traffic laws**

Unicorn Adventures Ltd guides will explain to each customer what traffic laws are in application on the tour.

Unicorn Adventures Ltd is not responsible and therefore not liable for any fine incurring to a customer riding against these laws.

Unicorn Adventures Ltd will provide name and address of the customer, caught on camera with a Unicorn Adventures Ltd Motorcycle, to the police on request for any fine incurred during the tour but arriving once the tour is closed

Unicorn Adventures Ltd can cancel at any time the contract with a customer riding against the traffic laws and will secure the motorcycle if rented from Unicorn Adventures Ltd.

### **Photos/videos**

Unicorn Adventures Ltd will produce during the tours photo and videos liable to be used on its brochures, web site and communication materials. Unicorn Adventures Ltd owns all copyrights for those materials and can use them for any communication, advertising and marketing activity. Customers who can be recognised cannot charge Unicorn Adventures Ltd for using those materials. It is thus legal for the individual to inform Unicorn Adventures that her/his face should not be seen.