

Terms and Conditions

Travel and rental conditions

COSTA RICA MOTO is the tour operator

(SWISSMOTO Ltda. Cédula Juridica 3-102-570057)

1. Reservation and prepayment

The following applies to bookings made verbally, by telephone, in writing, by e-mail or by fax:

- With the reservation (travel registration), the customer offers the tour operator to sign a binding travel contract.
- The tour operator concludes the contract upon receipt of the reservation confirmation (declaration of acceptance). It does not require any particular form. At or immediately after conclusion of the contract, the tour operator will send the customer a travel confirmation in writing or in text form and will indicate the amount of the first installment.
- By making your deposit, you agree to COSTA RICA MOTO's Travel and Rental Terms and Conditions. The deposit is usually 20% of the tour price, unless otherwise agreed.
- The tour participation / rental will be confirmed after receipt of the deposit.
- The desired motorcycle will be reserved after receipt of the deposit.

2. Payment

The balance is to be paid in cash in USD at the beginning of the tour or rental. We do not accept credit cards for the payment of the tour or the motorcycle rental. By prior arrangement, the customer can also transfer the remaining amount to the specified account at least 10 days before the start of the trip. All bank transfer charges are borne by the customer.

3. Motorcycle rental

If you rent a motorcycle, an additional security deposit is required when you take over the motorcycle (credit card vouchers will be kept until the end of the year). An additional rental contract is concluded upon rental, this also applies to tour participants who have a rental motorcycle included in the tour price. If a rented motorcycle is included in the price of a guided tour, the provisions of a rental agreement will apply. The customer must be in possession of a valid driving license for the rented vehicle in order to be allowed to take over the rented vehicle. This proof must be provided at the beginning of the tour. In case of non-compliance, Costa Rica Moto reserves the right not to hand over the rental vehicle and to exclude the tour participant from participation in the tour. In this case, Costa Rica Moto is not obliged to refund the paid services of any kind and is not liable for any additional costs incurred by the customer because of this incident. The tour participant, renter undertakes to always treat the rented motorcycle with care.

Insofar as the motorcycle has been damaged, there is no claim to the provision of a replacement motorcycle; the same applies if the motorcycle has been stolen. If damage occurs to a motorcycle that cannot be repaired within a reasonable period of time during the tour, there is no claim to a spare motorcycle, regardless of whether the renter is to blame for the damage or whether the damage occurs for no particular reason at all. However, in the event of a no fault on his part, he is entitled to a refund in proportion to the rental price of the motorcycle. Costa Rica Moto tries to provide the tour participant with the desired vehicle model, but reserves the right to replace it with a comparable vehicle model in the event of an unforeseen situation such as technical defect, accident, and theft or similar.

4. Damage to the rented motorcycle

Damage caused by a fall or accident is the renter's responsibility and he/she is liable for consequential damage such as transport return, motorcycle breakdown, excess in case of insured events as well as for claims from third parties. Lost or unusable vehicle documents will be charged at USD 150. Lost motorcycle keys will be charged at USD 150, plus the cost of delivering the replacement key.

On our website, you can see the maximum loads of our motorcycles on each of their respective descriptions. In case these loads are exceeded, the renter is liable for the direct damage caused to the motorcycle.

All damages caused by the renter must be paid before departure, in the case of insured events, the contractual deductible must be paid before departure.

Costa Rica Moto reserves the right to charge the renter for damages that have not been reported.

5. Motorcycle insurance

Costa Rica Moto motorcycles rental are covered by compulsory liability insurance. The renter/tour participant is liable for damages to the rented motorcycle and is liable for the contractual excess in the event of damages to third parties. In addition, a fully comprehensive insurance can be taken out to cover damages to the rented motorcycle. The insurance conditions can be requested separately and the insurance must be ordered at least 15 days before the start of the rental tour.

All insurance policies against theft or damage and additional liability insurance are subjected to the general terms and conditions of the rental agreement and conditions of the insurance company. This contain no protection against injury, damage to personal property or damage due to negligence, for example through illegal use or the use of the motorcycle under the influence of drugs or alcohol. The police and an insurance agent must document any accident or damage to the rental vehicle to be covered by the insurance. For all damages of the rental vehicle without police/insurance report, the renter will be liable.

6. Penalties

In case of a fine, the renter / tour participant is immediately obliged to pay, as well as being liable for consequential costs in case of confiscation of the motorcycle or the license plate, he/she shall in any case report this to the lessor. Costa Rica Moto reserves the right to charge the renter for fines that have not been reported, including interest on arrears.

7. Passport, visas and driving license regulations

The renter certifies to be in possession of a motorcycle-driving license for the respective class of the rented motorcycle. A foreign driving license is valid for 3 months in Costa Rica. The renter undertakes to always carry his/her passport, driving license and vehicle documents with him/her when using the motorcycle.

8. Minimum number of participants

We reserve the right to cancel a trip up to 45 days before its start if the minimum number of participants specified in the respective travel description has not been reached by then. A new offer is made to the customer to carry out the trip, if he does not accept this, the deposit paid is refunded. Costa Rica Moto is not responsible for any additional costs or losses (airline tickets, rental cars or hotel reservations) resulting from the cancellation of the tour.

9. Resignation and refund

The tour member can rescind from the trip at any time before the start of the trip. He shall also have the right to request that a third party attend the tour in his/her place before the beginning of the tour. Costa Rica Moto may object to the participation of a third party if this third party does not meet the special requirements of the event or if its participation is contrary to legal regulations of the country of destination or official orders. If a third party enters into the contract, the tour participant and the third party shall be jointly and severally liable to Costa Rica Moto for the cost of the trip and the additional costs incurred.

Costa Rica Moto is entitled to the following payments in the event of cancellation by the participant:

Up to 60 days before the start of the event 10 % of the participation fee

Up to 45 days before the event 20% of the participation fee

Up to 15 days before the event 50 % of the participation fee

From 14 days before the event 90 % of the participation fee

Cancellation for motorcycle rental only:

Up to 7 days before rental start free of charge

As from 6 days before the start of the rental period up to the amount of the prepayment made.

10. Alteration of the tour course

The tours are highly seasonal, and Costa Rica Moto automatically adjusts the hotels and the routing in case of a change of route due to weather conditions or road closures. Costa Rica Moto is not culpable for the weather condition and cannot be held responsible in case of storms. Refunds in case of storms are excluded.

11. Free transfer

A transfer between the hotel to which you were assigned upon arrival and before departure and our Costa Rica Moto station is included on all guided tours. However, certain restrictions may apply.

12. Tour cancellation

For reasons beyond the control of Costa Rica Moto or its contractors or customers as well as in a case of force majeure such as riot, flood, earthquake, strike, etc., or if it must be interrupted or terminated because of this, the contract becomes invalid.

13. Liability

Costa Rica Moto is responsible and liable for meticulous travel preparations, selection and monitoring of service providers (hotels, ferry connections, etc.), provision of the agreed services in accordance with local customs and an appropriate travel description.

Furthermore, Costa Rica Moto is not liable for traffic accidents. Each tour participant is responsible and liable for his own driving style and choice of route, even if he follows the tour guide.

Furthermore, each participant agrees that the owners, organizers and representatives of Costa Rica Moto are not responsible for his/her personal safety and are not individually or jointly liable for incidents in connection with the performance or participation in the tour that lead to injury, death or damage to his/her property, family, heirs or legal successors.

The liability of Costa Rica Moto as tour operator and lessor, for whatever legal reason, is limited to the amount of the tour price (rent).

14. Increases in prices

Tour price and rental fees are calculated based on exchange rates and costs at the time of printing. If exchange rates or costs change, we reserve the right to change the tour price and the rental fees. If the change exceeds 5 percent of the tour or rental price, the tour participant / renter can withdraw from the contract within ten days.

15. Participant Assurance

The participant assures to be the holder of a valid driving license. He rides at his own risk and takes part in the trip with his rented motorcycle, which is approved for public road traffic and is safe to drive. The rules of the road traffic regulations of the respective country of destination as well as their legal regulations for liability and vehicle insurance apply. Costa Rica Moto has no additional insurance. The participant assures to take part in the event only with proper motorcycle protective clothing.

16. INSTRUCTIONS TO FOLLOW

If a participant violates protection regulations or if another participant or the proper implementation of the event is jeopardized or injured or damaged by his/her behavior, the representatives of Costa Rica Moto have the right to exclude the participant from subsequent participation without reimbursement of his/her participation fees and costs incurred by him/her. The participant must comply with the road traffic regulations in the respective countries of destination and adapt his driving behavior, in particular the driving speed, the conditions of the route, the group and the traffic. It is hereby emphasized that the driver is responsible for his own driving behavior and that he/she is also responsible under civil and criminal law for accidents and/or damages caused by this to other participants or other third parties. The participant assures with his signature that he has taken note of this liability disclaimer and has provided sufficient insurance for himself.

17. Renter/tour participant disclaimer

Every tour participant is obliged to sign a disclaimer and a rental contract before the tour starts. Participation is not possible without the signature on the corresponding documents.

18. Included in the cost of the tour

They are precisely listed under "Services". No services not expressly listed as included are included in the cost of the tour.

19. Exclusion of liability of Costa Rica Moto for external services

Costa Rica Moto is not liable for damage or personal injury in connection with services that are merely arranged or recommended as external services (riding excursions, helicopter flights, canopy, exhibitions, etc.).

20. BAGGAGE

For guided tours, we can accommodate one piece of baggage per tour participant in the support vehicle. Personal items such as passport, money, camera etc. should be carried on the motorcycle. Costa Rica Moto accepts no responsibility for any loss, damage or delay in the provision of baggage during the tour, not even for deposited baggage. We recommend that you take out a travel and baggage insurance.

21. Reimbursement of individual travel services

If the customer does not make use of individual travel services duly offered to him for reasons attributable to him (e.g. due to premature return or for other compelling reasons), he is not entitled to a pro rata refund of the travel price. The tour operator will strive for reimbursement of the saved expenses by the service providers. This obligation does not apply if the benefits are insignificant.

22. Start and finish

of the motorcycle tours is Orosi, also applies to motorcycle rental.

23. Photos/videos

The participants agree to the storage and publication of pictures and videos from the tour, even if they can be identified on these. The participant will not receive any compensation from Costa Rica Moto.

24. Interpretation, waiver and nullity of contract

Should any provision of these GTC travel and rental conditions be invalid, unenforceable or ineffective, the validity of all other provisions of these GTC travel and rental conditions shall remain unaffected.

25. Modifications of the GTC of travel and rental conditions

Costa Rica Moto reserves the right to change these General Terms and Conditions of Travel and Rental in whole or in part at any time. These General Terms and Conditions of Travel and Rental are published on our homepage at www.costarica-moto.com in the currently valid version and can be viewed there by interested parties / customers. On request, we can also send the General Terms and Conditions of Travel and Rental to the customer/interested party in PDF format.

26. Place of jurisdiction

For all disputes, no matter which nationality the customer possesses and regardless of where the damage occurs, Costa Rican courts have the sole jurisdiction under Costa Rican law.

Place of jurisdiction is Cartago Costa Rica

Operator Costa Rica Moto

100 Meter sur de Banco Nacional

Orosi de Cartago

Costa Rica