

# HAPPY TIME TOURS LLC

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## Terms and Conditions 2009–2010 Ski Season

### Tour Participants:

Acknowledge receiving, reading and agreeing to the terms and conditions. Happy Time Tours (HTT) acts only as a booking agent for trips.

**Interlaken, Switzerland & Budapest, Hungary** —February 14–24, 2010 —\$1650.00 per person double occupancy

**Big Sky, Montana** —March 20–27, 2010—\$1,499.00 per person double occupancy

### Register for Trip:

An initial deposit of \$250.00 per person is required at the time of booking along with a signed Terms and Conditions form. Please mail to: Happy Time Tours—Att Joseph Parent 18 Ivy Street, Portland, Maine 04102

### Payment Schedule:

We have established a deposit schedule, which provides for the payments in a series of installments. Payments are directly related to our financial obligations in securing your space. Please make payments promptly. For Visa or Mastercard payments for Big Sky participants add \$35.00

- \$250.00 per person to register (please reserve early to avoid disappointment)
- Interlaken, Switzerland / Budapest, Hungary: \$700.00 due November 25, 2009.  
Balance: \$700.00 plus International Departure Tax (TBD) due December 25, 2009.  
Trip participants not wanting to extend trip to budapest: \$335.00 plus International Departure Tax (TBD) due December 25, 2009
- Big Sky, Montana: \$625.00 due January, 1 2010. Balance: \$624.00 due February 2, 2010

Payments received later than date specified will be charged a \$25.00 surcharge. Any charges for expedited handling such as Express Mail due to late payments will be paid by participant. Late Payments for bookings must be made by bank check, or money order and mailed by overnight mail. If deposits are not received by the dates stated in the brochure HTT reserves the right to release the space being held.

### Reservation Changes:

Due to expense incurred in making changes, a \$150.00 fee will be assessed for each change made up to 90 days before departure such as a name change if acceptable by airline. Additional incurred expenses will be charged on each change made before departure. This includes any changes made on passenger name, hotel, resort, departure/return date, air or ground transportation. All departure / return dates have been set if for any reason your dates are different you will be responsible for the cost (transportation/meals) to or from the resort in order to catch up with the group, or to go some place different then groups itinerary.

### Tour Price:

HTT reserves the right to pass on any increase received from hotels, airlines, governments or others suppliers of services that are part of the tour package. Prices are subject to foreign exchange rate adjustment on land and bus transportation. Adjustment at time of final payment. This has not happened in past but one never knows. All tour prices are based on a person sharing a double room, if you should require help in finding a roommate HTT will try but will not guarantee, to find you a roommate. Please start looking early. Single room supplement and children's rates available upon request.

### Airfares:

Transatlantic airfares are special low ski fares and are subject to change. Airfares are not guaranteed until entire group has paid in full and tickets are issued. If airline changes occur, the most economical fare possible will be applied, restrictions and cancellation fees vary according to carrier. A customization fee may be charged for people departing/returning from airports other than Logan (Boston) unless there are at least 10 participants departing/returning together this constitutes a small group. Please check with HTT as all airlines do not charge extra and there are a few things that we can do to get around this requirement ( no extra cost) Big Sky participants will be responsible for their luggage fees. Northwest Airline currently has baggage fees of \$15.00 for the first piece of checked luggage and \$25.00 for the second (payable in each direction)

### Air Taxes and Fuel Surcharges:

U.S. and foreign departure taxes, security fees, airport facility charges and fuel surcharges, depending upon airports used, are all subject to change prior to ticketing. Final amounts will be advised prior to final payment.

### Cancellation Policy:

Refund in full less a \$150.00 per person administrative fee will be made up to 90 days before departure. Cancellation within 90 days of departure are subject to the following per person charges: Unless a suitable substitute can be found. Remember suitable means room mate as well as someone leaving from the same departure city. Please purchase trip cancellation insurance. Application for insurance will be provided along with receipt for initial deposit. Please contact Happy Time Tours ASAP once you know there is a problem or there may be a problem , so that we can together start to find a replacement Any questions please call HTT.

- x - 90 days before departure. . . . . \$150.00
- 89 - 70 days before departure . . . . . \$250.00
- 69 - 45 days before departure . . . . . \$500.00
- 45 - 0 days before departure . . . . . 100% of cost

### Documents:

U.S. citizens require a valid U.S. passport. If you do not have a passport make sure you start the paper work as soon as possible as the process is taking a lot longer after Sept. 11. Non-citizens should consult their travel agent or consulate.

**Insurance:**

HTT strongly recommends that each participant be properly insured against damages that may result from health, accident, luggage, trip interruption, airline, hotel and/or tour operators default, and trip cancellation due to an accident, illness and death of the participant or their immediate family. This insurance is available from companies such as Travel Guard. If you decide not to apply for this insurance any cost arising from the causes mentioned above must be borne by the participant. Any request for reimbursement must be in writing post marked no later than 15 days after the problem in question. A request for reimbursement must be in writing and received by HTT with a post mark within 3 days of trip return to be considered. You are responsible for obtaining this insurance yourself. Insurance information will be mailed to you along with airline schedule, trip itinerary, once registration is received.

**Happy Time Tour Host:**

All Happy Time Tours are escorted by a HTT representative if the size of the group is 20 or more trip participants for groups less than 20 we will review on a trip by trip basis. Trip host, representatives responsibility is to make sure that the tour features in your vacation package are carried out by the hotels and transfer companies under contract per vouchers issued. A tour host may choose at times to ski with you, and your group. The host does so as a fellow skier only and is not to be considered a guide, ski patrol, or ski instructor. You are responsible to judge your own ability to descend a slope safely based on your own physical endurance, the weather, snow conditions and incline of skiing/boarding terrain. The descending of a Happy Time Tour host of a particular terrain does not indicate that the terrain is safe or suitable for you. Less than 20 participants does not constitute a group per hotels, airlines, bus companies, guides. Contracts issued may be void or extra charge may be assessed.

**Airline Responsibility:**

The carriers concerned are not to be held responsible for any, act, omission, or event during the time passengers are not on board their conveyance. The airline passenger tickets, when issued, shall be the sole contract between airline and passenger of these tickets.

**Responsibility:**

All bookings are accepted on the specific conditions that HTT or affiliated or associated companies, agents, or sub-agents act only as booking agents for the passenger in regard to travel whether by railroad, motor-coach, rental car, private car, aircraft, boat or any other conveyance, and assume no liability for injury, damage, loss, accident, delay or irregularity which maybe occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts of default of any company or person engaged in carrying out the arrangements of the tour. HTT nor its subsidiaries etc. here or aboard, shall not become liable for loss or consequences due to delay, schedule changes or any cause or irregularity occasioned by the cancellation, overbooking, or strikes of airline(s), train(s), hotel(s), car rental company(s), ground service operators, in addition to force major acts of God etc. Under these circumstances, no portion of land arrangements will be refunded. Nor shall Happy Time Tours or the airlines concerned be liable for the lack of snow or non-operation of ski-lifts, closure of access routes to or from resorts due to weather conditions, nor are they liable for the late arrival of passengers at airports or hotels due to bad weather nor are they liable for refunds for unused hotel accommodations, meals, lift tickets, transportation, occasioned by such late arrivals.

**Rates do not include:**

Passport, transportation cost to and from your departure city , insurance, excess baggage charges, express mail fees, laundry, beverages with dinners, telephone calls, or any items of a personal nature, any side excursions. International departure taxes 8-12 different taxes levied by airlines cost has not been determined yet by the airlines.

**Agreement and assumption of risk:**

Tour participants must recognize that travel, whether in civilized or remote areas and whether by plane, train auto, boat or other conveyance or on bicycle, foot, horseback, or the like contains some inherent risk of illness, injury or death which may be caused by negligence of others, physical exertion for which you are not prepared, consumptions of alcoholic beverages, forces of nature or other agencies known or unknown; that the possibility of accidents and illness may occur or that the forces of nature and transportation modes may cause inconveniences, delays and or cancellations. Tour participants are completely responsible for their wellness, well being and physical fitness prior, during and after the tour. Neither Happy Time Tours nor its affiliates and/or subsidiaries will be liable for any personal injury to any participant.

In consideration of and as part of full payment for, participation in the tour's operator's programs, the participant assumes all the above risks and will hold the operators harmless from any and all action, causes of action, debt claims, and demands of any and every kind which they now have or which may arise in connection with the tour or any activities arranged for the client by the tour operator and their agents. In other words, the participant legally binds upon himself or herself (plus any minors under 21 years travelling with them as well as their heirs, executors, administrators and family members) and releases Happy Time Tours from any and all expenses and/or damages (including attorney and litigation costs) that result from the participant's claims, actions or travel with Happy Time Tours.

These terms are considered as accepted when the participant makes payment for his or her trip, and that acceptance also serves as a release and assumption of risk from the participant's heirs, executors and administrators, and for all members of the participants family. In other words, the participant releases Happy Time Tours from all liability in connection with his or her tour or vacation.

The parties signed below are in full understanding of this agreement

Tour Participant 1 : \_\_\_\_\_ Date: \_\_\_\_\_

Tour Participant 2 : \_\_\_\_\_ Date: \_\_\_\_\_

Please sign, date and mail to:

Happy Time Tours - Att Joseph Parent 18 Ivy Street, Portland, Maine 04102

If you have any questions please contact Joe Parent at 207.772.2008 or email at [jparent@happytimetours.com](mailto:jparent@happytimetours.com)