



Friends of Adventures

DREAM IT. PLAN IT. LIVE IT.

TERMS AND CONDITIONS

INTRODUCTION:

These Terms and Conditions govern the relationship between Friends of Adventures Ltd. (Referred to as 'Friends of Adventures' 'We' 'Us' or 'Our') and customers ('Customers,' 'You,' or 'Your') Seeking travel services through Friends of Adventures. By using our services, you acknowledge and agree to abide by the terms and conditions outlined herein.

A) USE OF THE WEBSITE:

1. COPYRIGHT AND REPRODUCTION

The content present on this website belongs to Friends of Adventures Ltd and is protected by International Intellectual Property Law. You are permitted to reproduce the website's content solely for your personal use and strictly for non-commercial purposes. However, apart from the allowances mentioned earlier, you are prohibited from altering, licensing, generating derivative works, or transferring/selling any content, software, or information acquired from this website.

2. CHANGES TO WEBSITE

Please be aware that from time to time, Friends of Adventures Ltd may alter the information on this website, including these terms and conditions. Any amendment to the terms and conditions will, with immediate effect, be binding on users of the website.

3. DISCLAIMER

While Friends of Adventures Ltd makes efforts to ensure the accuracy of content on the website, neither the company nor its employees, agents, and associates provide any explicit or implied guarantees regarding the site's operation, included information, content, materials, or products. Friends of Adventures Ltd and its associates are not liable for any losses or damages, whether direct or indirect, arising from errors, inaccuracies, use of the site, or inability to use it. This includes but is not limited to direct, indirect, incidental, punitive, and consequential damages. Details of properties and products can change without prior notice.

4. EDITORIAL CONTENT & LINKS

This website includes content from third parties and hyperlinks to other sites. Friends of Adventures doesn't review or filter this content or information from other sites, thus it's not liable for any defamatory, illegal, or criminal content on those external sites. Users are encouraged to report any

such content for investigation. The displayed rates are subject to seasonal changes and currency fluctuations; while we strive to maintain accuracy, they are indicative, not final prices.

5. APPLICABLE LAW

This website is established, managed, and overseen in the United Kingdom. As a result, the laws of the United Kingdom and the jurisdiction of the United Kingdom Court oversee this user agreement and the utilization or inability to use this site.

6. PRIVACY

Friends of Adventures Ltd will keep all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process. Friends of Adventures Ltd may send e-mail messages to our customers with news and special offers and users may indicate whether they would prefer not to receive any such mail in future. This site may use "cookies" to customize it and make your visit to us more user friendly. Furthermore, users may configure their browsers to not accept our cookies.

B) BOOKING TERMS AND CONDITIONS:

1. INTRODUCTION:

All quotations provided by, or bookings made with, and/or all services rendered by or on behalf of Friends of Adventures Ltd (hereinafter referred to as Friends of Adventures) are subject to these terms and conditions.

2. AGREEMENT

The details found on the Friends of Adventures site and in quotations serve as an invitation for business rather than a formal offer. Should you present an offer to us, Friends of Adventures will respond to your offer via return communication to indicate acceptance. In this context, Friends of Adventures acts as an agent for our associated business partners. Consequently, any agreement that arises from the acceptance of an order is recognized as an arrangement between you and the pertinent business partner.

3. THE CLIENT AND AUTHORITY

The individual who seeks quotations, estimates, or makes bookings, and the person for whom services are arranged, is considered to have read, and agreed to the terms and conditions. This person is also assumed to possess the authority to act on behalf of both the named recipients of estimates, quotations, reservations, and the individuals receiving services (referred to as 'the Client' collectively).

4. THIRD PARTY SERVICE PROVIDERS

Friends of Adventures does not possess, control, or operate aircraft, transportation, or lodging facilities. Instead, we facilitate your access and use of these amenities. We offer Clients travel and other services by serving as intermediaries for entities such as hotels (collectively known as 'the principal'). Friends of Adventures acts solely as agents for the principal and therefore cannot be held responsible for any loss, damage, injury, or unfortunate incidents suffered by Clients due to actions, omissions, or failures of the principal to meet obligations, whether related to travel arrangements, accommodations, or other aspects. The contract typically used by the principal, often represented by the voucher they issue, establishes the exclusive agreement between the Principal and the Client. Any potential claims or recourse the Client might have will be directed solely towards the principal.

5. BOOKING, DEPOSIT & RESERVATION

Friends of Adventures will prepare a quotation for the proposed travel arrangements. A deposit as specified in the quotation is required to confirm reservations with Principals, subject to payment of the balance of the price in due course as specified herein. Friends of Adventures will not confirm any reservation if the deposit and a Booking Confirmation Form signed by the Client are not received. Should clients not sign and return the Booking Confirmation Form but make the deposit payment, they will be automatically deemed to have accepted our Standard Terms and Conditions. The deposit is accepted as part of the inclusive price as specified in the Booking Confirmation Form and will only be refunded if the application cannot be accommodated.

6. PAYMENT AND PAYMENT TERMS

A non-refundable deposit (referred to as 'the Deposit'), amounting to 20% of the Proposed Travel Arrangements' land arrangement costs ('the Price'), is required to secure the Booking. The remaining price must be settled no later than 30 days prior to departure. If a property mandates a higher deposit or an extended payment period beyond 30 days, those terms will apply. Bookings made within 30 days of arrival require immediate full payment. Failure to meet the final payment deadline could result in delayed travel documents or potential cancellation by Friends of Adventures. The principal may also cancel the reservation due to late payment. Non-compliance with the payment deadline results in booking cancellation, and the applicable deposit is forfeited. The payment option includes internet transfer (EFT to Friends of Adventures bank account). Payment processing usually takes up to five business days. Cash and traveler's cheques are not accepted.

7. PRICES

Prices are provided based on the current daily exchange rate. Until Friends of Adventures receives full payment of the Price, any fluctuations may be charged to the Client's account, and the Client commits to covering these changes upon request. It is the Client's responsibility to verify Price alterations before making the final payment. Once the full Price is paid, it is assured. In cases of group bookings where the number differs from the required count, the principal may adjust the price and introduce a surcharge. Refusal to pay this surcharge might lead to the principal canceling the Booking and retaining any payments (including service fees). If the Principal or third parties necessitate unavoidable price increases or extra charges, Friends of Adventures can reclaim these expenses from the client via an invoice.

8. AMENDMENTS

Should the client amend their booking at any stage, either in the form of a date change, itinerary amendment, or any change whatsoever, Friends of Adventures reserves the right to charge an amendment fee per booking. One itinerary amendment is free, thereafter each change may be charged at \$50 per booking, over and above the tour cost.

9. RESPONSIBILITY

The Proposed Travel Arrangements are made on the express condition that Friends of Adventures, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless Friends of Adventures, its employees and agents accordingly.

Friends of Adventures, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.

10. INSURANCE

It is strongly advised that all Clients take out adequate insurance cover against the threat of cancellation due to illness, worldwide epidemics such as SARS, Coronavirus etc, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment etc. Friends of Adventures will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon Friends of Adventures to effect insurance for the Client except upon detailed instructions given in writing, and all insurance effected by Friends of Adventures pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and Friends of Adventures shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which Friends of Adventures does not consider sufficient cover. Kindly check with the respective credit card companies in order to obtain the specific details of the cover as this is your responsibility.

11. TRAVEL DOCUMENTS

Documents (vouchers, itineraries etc.) are only prepared and released on receipt of payment of the Price in full. All vouchers, receipts and tickets issued by Friends of Adventures to the client are subject to the principal's terms and conditions.

12. PASSPORTS, VISAS & HEALTH

It is the entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g., for malaria) and the like, where required, have been obtained. Please check the requirements with Friends of Adventures before travelling. Friends of Adventures will endeavor to assist the Client, but such assistance will be at Friends of Adventures discretion and the Client acknowledges that the Client remains responsible for meeting these regulations, that Friends of Adventures is not assuming any obligation or liability and the Client indemnifies Friends of Adventures against any consequences of non-compliance. It is the Client's duty to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. [IATA - Personalised Passport, Visa & Health travel documentation advice \(iatatravelcentre.com\)](http://iatatravelcentre.com)

13. CANCELLATION BY FRIENDS OF ADVENTURES

In line with procedures followed by tour operators globally, Friends of Adventures may identify exceptional circumstances in which Friends of Adventures need to cancel a tour prior to departure. If this happens, all amounts received for the booking, including the deposit, will be refunded to the client. This will be considered full and final settlement of any liability of any kind; however, it may arise, relating to the cancellation. Friends of Adventures will make every effort to avoid misquotation. However, Friends of Adventures reserve the right to cancel a reservation without liability or penalty if an obvious error or omission leads to a material cost implication. No refunds will be given by Friends of Adventures for partly used vouchers or for no-shows.

14. CANCELLATION BY CLIENT

If the Client cancels the Booking with the approval of Friends of Adventures, the following cancellation charges will be applicable:

More than 30 days prior to departure: Non-refundable deposit paid.

Less than 30 days prior to departure: 100% of Land Arrangements Cost

Clients are required to submit cancellation requests in writing. For cancellations sent via email, you should obtain an email receipt as evidence and retain written acknowledgment of receipt from Friends of Adventures. On rare occasions when Friends of Adventures manages to secure waivers of cancellation fees or obtains an ex-gratia refund from suppliers, these benefits will be passed on to you after deducting a Service Fee. However, please note that Friends of Adventures cannot guarantee the availability of such waivers or refunds.

15. CANCELLATION DUE TO FORCE MAJEURE

a) A travel voucher for the full amount paid will be issued by our principals to be utilized within a reasonable period (the period to be defined by the Tour Operator based on the circumstances prevailing at the time of issuing) or b) A refund of payment made less a service fee (20% of total booking value) and cancellation fees levied by other third parties. The service fee is for the consulting and administration (incl. foreign exchange and other bank charges on payments made to 3rd parties i.e., hotels, on the client's behalf) services provided to the client in getting the client to make an informed decision of the client's choice of tour package - this service will be deemed to have been fully discharged upon the client effecting payment of the deposit. In all circumstances the client will be liable for the difference between the above amount and any deposits we have received.

16. FORCE MAJEURE

Except as explicitly stated in these conditions, Friends of Adventures cannot assume liability or offer compensation if the fulfilment or punctual fulfilment of contractual obligations is hindered or impacted due to "force majeure." "Force majeure" refers to events that even with due diligence, Friends of Adventures or service suppliers couldn't predict or prevent. Such occurrences encompass situations like war, riots, civil disturbances, terrorism or threatened terrorism, natural or nuclear disasters (e.g., fire, floods, drought), adverse weather, epidemics/pandemics (like SARS, Coronavirus), airport closures, air traffic control delays, flight rescheduling, hotel or airline overbooking, technical glitches, and similar events beyond Friends of Adventures' control. Refunds will follow the guidelines of clause 15 (a) and (b) mentioned above. Decisions related to tour adjustments by independent operators due to these events rest with the service provider's discretion, and Friends of Adventures won't be liable for claims arising from such incidents. Nevertheless, Friends of Adventures will endeavor to secure refunds or alternatives, keeping in mind their reliance on suppliers.

17. UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled extensions to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Friends of Adventures, its agents, or the principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for the Client's account.

18. ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to the final itinerary, Principals and/or Friends of Adventures reserve the right to make changes for the Client's convenience e.g., in some cases, weather conditions can necessitate an alteration in the itinerary, and this does not constitute any reason for a refund. It is the Client's duty to check each amendment to the itinerary and to sign the final one.

19. BREAKAWAYS/VOLUNTARY VARIATIONS

While it is possible to break away from the itinerary, it is understood that any costs incurred in such voluntary variations initiated by the Client will be for the Client's account.

20. LAW & JURISDICTION

The relationship between the Client and Friends of Adventures will be governed by the laws of the United Kingdom, and any legal matters arising from or related to this contract will fall under the jurisdiction of the United Kingdom courts. In instances where Friends of Adventures must take legal action to enforce owed payments, the Client will be held responsible for covering all costs incurred by Friends of Adventures in pursuing the payment.

21. SPECIAL REQUESTS

Clients with special requests must communicate these preferences to Friends of Adventures during their inquiry or in response to the quotation. While Friends of Adventures will make every effort to accommodate these requests, it cannot provide a guarantee of fulfillment.

22. AMENDMENTS

Any changes, cancellations, or waivers of the terms and rights in the booking will only be considered valid and enforceable if they are put in writing and signed by both the Client and an authorized representative of Friends of Adventures.

23. REFUNDS

No refunds will be considered in any circumstances whatsoever, although Friends of Adventures may, at its sole discretion, consider a refund in the event of death or serious illness of the client. Refunds by the Principals will be subject to their terms and conditions.

24. LIMITATION OF LIABILITY

By joining our tours or travel packages, organized by Friends of Adventures and provided by Suppliers (including transport), you accept personal risk. We, along with our officers, agents, and directors, won't be liable for losses or injuries, unless due to our gross negligence. Claims for such must be in writing to FRIENDS OF ADVENTURES within 30 days of the Booking's end. Liability is capped at \$500 per Client per Booking; indirect or consequential damages are not covered.

Clients waive claims for compensation due to injuries, accidents, or losses, even if caused by their actions during tours, transport, or afterward. Friends of Adventures acts as a third-party agent, free from responsibility or liability for delays, losses, or dissatisfaction caused by third-party products or services. We're exempt from liability for claims, considering our role as a facilitator for third-party offerings.

25. LEGAL FEES

If Friends of Adventures needs to employ legal assistance to protect its rights or for any other purpose, the Client will be responsible for covering all legal fees based on an attorney-client scale.

26. COVID-19

Please take note that we are unable to provide any advice relating to the COVID-19 virus and therefore shall not be liable for any loss or damage directly or indirectly caused by COVID-19, and shall not be liable for any damage, losses and expenses suffered as a result of sickness, quarantine, weather conditions, or any other cause outside our control. It is the traveler's responsibility at all times to ensure that they are compliant with all the applicable Government regulations under the Disaster Management Act for COVID-19 [Foreign travel advice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/foreign-travel-advice). Please note that should you fail to adhere to these regulations, and such failure results in a loss in respect of the booking, Friends of Adventures shall not be liable for such loss.

27. ENTIRE CONTRACT

The Conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Friends of Adventures or otherwise that is not included herein.

By engaging with Friends of Adventures and utilizing our services, you acknowledge that you have read, understood, and agreed to these terms and conditions.