



Single and Multi-Day Tours in Kazakhstan

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By booking or participating in a tour and any related products or services (a "Tour") with Friendly Tours (the "Tour Operator"), you ("you") agree to these Terms & Conditions (the "Terms").

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

### **1. THE BOOKING CONTRACT**

Your booking is confirmed and a contract exists when the Tour Operator issues a confirmation after receipt of the submitted Reservation Form. To continue with booking 10% deposit payment for the Tour should be paid seven or more days before the Tour' departure date. The rest 90% of the Tour cost should be paid before or on the departure date of the Tour included in the applicable booking. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

### **2. REQUIRED MEDICAL INFORMATION**

You are responsible for assessing whether a Tour is suitable for you. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the areas you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

### **3. SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

### **4. AGE REQUIREMENTS**

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Tour Operator.

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

### **5. MANDATORY INSURANCE REQUIREMENTS**

YOU MUST HAVE TRAVEL INSURANCE covering all applicable dates of travel with the Tour Operator. This insurance must cover personal injury and emergency medical expenses. You acknowledge that insurance coverage is not included in the cost of any Tour offered by the Tour Operator and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have

sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

## **6. PRICES, SURCHARGES AND TAXES**

The Tour Operator will not increase the price of your Tour after you have booked it. Tours are priced inclusive of applicable taxes.

## **7. PAYMENT & ACCEPTANCE OF BOOKING**

The Tour is considered to be booked if a Reservation Form is submitted. Deposit (10% from the tour price) for the chosen Tour should be paid seven or more days before the departure date of the tour. Full payment for any Tour booked must be done before or on the departure date of the Tour included in the applicable booking.

The confirmation sent by the Tour Operator will contain details of the payment required for any booking.

If 10% deposit payment is not received by the applicable due date, the Tour Operator may, at its sole discretion, treat the booking as canceled.

The Tour Operator is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Tour Operator.

## **8. CANCELLATION BY THE PARTICIPANT**

In case of Tour cancellation made by you not later than 24hours before the departure date, 100% of the payment is refundable.

All cancellations must be in writing and be made by the person who submitted the booking form. Please send an email to [info@dostartrips.com](mailto:info@dostartrips.com).

Once the tour has started, no refund for any unused portion or part of the tour or services to be provided will be given. If you want to make any changes to the tour, or depart the tour early, such alteration or departure will be entirely at your own expense and liability. You will also need to communicate in writing to the Tour Operator your reason for leaving the tour.

## **9. CANCELLATION BY US**

Tour Operator reserves the right to cancel the contract for any reason prior to your payment of the full price of the trip. After you have paid in full, Tour Operator will only cancel the contract if circumstances beyond its control make it unavoidable. Such circumstances include, but are not limited to, civil or political unrest, terrorism, natural disaster, or other force majeure circumstance. In the unlikely event that such circumstances arise, Tour Operator will contact you immediately and offer you the choice of equivalent services or a full refund of all monies paid except any charges levied by third parties or financial institutions. No additional compensation will be paid over and above the total sum received from you.

## **10. ALTERATION OF ITINERARIES**

It is unlikely that the Tour Operator will have to make changes to your tour. However, Tour Operator may occasionally have to make changes either before or after you have booked. Most changes will be minor, and the Tour Operator will advise you of them as soon as possible. The Tour Operator reserves the right to alter the itinerary after departure, without paying compensation, if it is in your interest to do so.

Furthermore, the Tour Operator will not pay compensation if it is forced to cancel or in any way change the tour due to force majeure, such as war, riots, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, or other material external circumstances beyond the Tour Operator's control.

## **11. TRAVEL DOCUMENTS**

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a

result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Tour Operator that is a direct result of your failure to secure or be in possession of proper travel documentation. The Tour Operator does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that the Tour Operator is not responsible for any errors or omissions in this information.

## **12. ACCEPTANCE OF RISK**

You acknowledge that adventures travel and the products and services offered by the Tour Operator may involve a significant amount of risk to your health and safety. By traveling with the Tour Operator you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator. The Tour Operator requires that you confirm your assumption of this responsibility by transferring deposit for the booking.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Tour Operator (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

## **13. THE TOUR OPERATOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

The Tour Operator makes arrangements with accommodation providers, activity providers, airlines, coach companies, transfer operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Although the Tour Operator takes all reasonable care in selecting Third Party Suppliers, the Tour Operator is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions.

## **14. FORCE MAJEURE**

The Tour Operator will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Tour Operator failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Tour Operator; or an event which the Tour Operator or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

## **15. IMAGES AND MARKETING**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in

any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

**16. APPLICABLE LAW**

The Contract and these Terms are subject to the laws of Kazakhstan and you submit to the exclusive jurisdiction of the courts located Kazakhstan for the resolution of any dispute under these Terms or concerning any Tour, product or service.