

# **Kendi World Adventures Terms and Conditions**

We are Kendi World Adventures and we look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Kendi World Adventures. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services

The purchase of this itinerary is subject to acceptance of the terms and conditions below. By purchasing any of the products or services included in your custom itinerary, you agree to be bound by these terms.

All prices quoted on the website, in this itinerary and through any other means of communication are quoted in United States Dollars (USD). By purchasing this itinerary, you acknowledge that you have read the final version of this itinerary and agree to acceptance any and all products and services included in the total price.

## **PAYMENT POLICIES**

Kendi World Adventures accepts Visa, Mastercard, Discover, and American Express.

Once the itinerary is approved by the customer, the client must make a deposit equal to 50% of the total itinerary cost for Kendi World Adventures to proceed with the reservations. The remaining balance must be paid in full 45 days prior to the arrival date in Costa Rica.

In the event of a reservation received 45 or fewer days prior the arrival dates, full payment is required upon reservation confirmation.

**NOTE-** Peak Season Bookings (Dec 15- Jan 10th) Thanksgiving and Easter holidays are confirmed with a 50% non refundable deposit and full balance due 90 days before travel.

Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Supplier.

## **CHANGES ON ITINERARIES**

Any changes made to the package 30 days or more prior to arrival will incur a change fee of \$125.00 USD.

No changes permitted within 29 days prior to arrival.

Additions to the package are not considered changes.

## **CANCELATIONS AND REFUNDS**

Customers are allowed to cancel their package reservations/individual package items, in writing, at any time prior to the arrival date. However, cancellation fees will apply, and are calculated by the length of notice period provided prior to the arrival date.

- 45 days or more prior to departure—90% of total reserved item/package cost.
- 44 days or less prior to departure—0% of total reserved item/package cost
- During vacation—0% of total reserved item/package cost

### **High Season cancellation policies**

- 90 days or more prior to departure—90% of funds paid above the 50% non refundable deposit
- 89-60 prior to departure—50% of funds paid above the 50% non refundable deposit
- 60 days or less prior to departure—0% of total reserved item/package cost
- During vacation—0% of total reserved item/package cost

## **RESPONSIBILITY**

Kendi World Adventures acts only as an agent for the passenger in regard to travel and assumes no liability for injury, damages, loss, accidents, delays or irregularities that may be caused either by reason of act or default of any hotel, carrier, boat, restaurant, companies or persons included in the trip, or any other circumstances beyond its direct control.

Kendi World Adventures accepts no liability for additional expenses due to delays or changes in flight schedules by airlines, loss or damage to baggage or any article belonging to the passengers, disease, personal health, weather, strikes, conditions of roads and trails, river levels, transportation delays, accidents, fortuitous events, or other causes such as fires, earthquakes, floods and other natural causes or not. Such losses or expenses will be borne and/or assumed by the client, as tour rates provided for arrangements only for the time.

Some of the activities included in the itinerary may be inappropriate for those with health problems or physical disabilities according to the activity. It is the passenger's responsibility to judge the appropriateness of these travel activities according to his/her physical capabilities and release Kendi World Adventures of any responsibility.

Trip members are responsible for selecting an appropriate program, according to their abilities and physical condition and interests.

### **Travel Documents and Destinations**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions,

warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

### **Passport, Visa and Immigration Requirements**

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

### **Insurance**

Travel insurance is a vital part of your arrangements. Kendi World Adventures recommends its customers to be covered by life insurance, accident, medical and any other type of insurance considered necessary to travel to Costa Rica; to ensure your personal well-being and protect your property against loss and theft. Travel insurance is a mandatory element of some travel arrangements.

### **Travel Advice and Vaccinations**

U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at [travel.state.gov](http://travel.state.gov) for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

## **INDEMNIFICATION**

Our website may contain links to third party websites that we provide only as a convenience to you. You should take precautions to ensure that whatever links you access are free of viruses, worms, trojan horses or other destructive mechanisms. The existence of these links does not imply that we endorse such websites or any included content. We are not responsible for such websites or content or any data privacy practices of such websites.

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.