

MALIK ADVENTURES TERMS AND CONDITIONS

Peripetija d.o.o., I.B.Mažuranić 82, 10 000 Zagreb, Croatia, VAT number HR980 811 09 160, agency licence number HR-AB-01-080832403, contact +385 917847547 is hereafter referred to as 'Malik Adventures'.

1. HOW TO BOOK YOUR TRIP

Contact our office at hello@malikadventures.com to ensure that the trip you have selected is available and to ensure you have the detailed trip itinerary. A non-refundable deposit is required to hold your reservation. Deposits are 30% of the total trip value per person.

Your balance of payment is due 30 days prior to departure day. You will receive an email with payment details 10 days before the payment is due. Please Note that if the final balance is not received by the due date, we will regard the booking as cancelled and normal cancellation fees will apply. If you reserve a trip within 30 days prior to departure, full payment is required at the time of booking, along with signed application and release of risk forms.

2. MEDICAL DISCLOSURE

You declare and warrant that:

- you are in good health and mental physical fitness at the time of booking this trip,
- you have disclosed to Malik Adventures via booking form every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Malik Adventures decision to permit you to join the trip,
- immediately upon any adverse change in your health or fitness that may be likely to affect Malik Adventure's decision to accept the risk of permitting you to join the trip, you will notify Malik Adventures in writing of any such adverse change.

You acknowledge that the obligation to disclose under this condition continues from the time of booking the trip through to departure and extends for the duration of the trip. If you fail to comply with the duty of disclosure in this condition and if Malik Adventures would not have permitted you to undertake the trip, or continue participation of the trip, had you made full disclosure under this condition, Malik Adventures will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

3. CHANGES AND CANCELLATIONS

If it becomes necessary to cancel your trip, you must notify Malik Adventures immediately in writing. Cancellation or request for start date will be considered and take effect when Malik Adventures receives your written notice.

The following fees and rules apply when cancellation occurs for day trips (trips shorter than 24h in duration):

- 36 hours prior to departure: refund cannot be made but the trip can be transferred to another date or to another person,
- less than 24 hours prior to departure: refund cannot be made and the trip cannot be transferred to another date or another person.

The following fees and rules apply when cancellation occurs for multiday trips (trips longer than 24h in duration):

- More than or equal to 31 days before departure: deposit refund cannot be made but the trip can be cancelled and remaining balance does not have to be paid. Trip cannot be transferred to another date or to another person.
- Less than or equal to 30 days prior to departure: refund of the full payment cannot be made and the trip cannot be transferred to another date or another person.

Malik Adventures will make every reasonable effort to accommodate any additions to this contract, whether with regard to number of participants or tour inclusions. However, additional space and additional services are subject to availability.

Refunds or allowances will not be made for any unused portion of the trip package where services are operational.

There is no refund for arriving late or leaving a trip early.

4. INSURANCE

Travel insurance covering medical costs up to 15,000HRK is included in the trip cost. Clients are advised to have their own personal travel insurance covering adventure activities before going on a trip with Malik Adventures.

5. THE ITINERARY

The itinerary is a guide to which we attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure (see paragraph 6), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation and meals, these not be responsibility of Malik Adventures. The acceptance of tour arrangements is deemed to be consent to the above.

6. FORCE MAJEUR

In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include whether actual or threatened: war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

7. DECISIONS OF MALIK ADVENTURES

While the trip is in progress, all decisions are made by Malik Adventures staff or staff employed by our companies and you must act in accordance with all reasonable instructions you are given. The team leader, trip guide or other member of our staff or staff employed by our companies may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or wellbeing of any individual participant(s) or other third party or if you break any law or regulation of any country where the trip takes place.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any third party or damage to property, we are entitled, without prior notice, to terminate your trip.

We or staff employed by our companies are entitled to withdraw you from a trip in the above circumstances where the information provided on your application form or medical questionnaire proves to be materially inaccurate or incomplete. Where you are withdrawn, you will be required to leave the trip immediately and we will have no further responsibility towards you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the withdrawal. You will in addition have to indemnify us against any loss or expense that may be incurred as a result of your actions.

You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

8. TRAVELLER RESPONSIBILITIES

You expressly acknowledge that kayaking, paddle boarding, hiking, rock climbing are activities with inherent risks of injury to persons and property. You acknowledge that you are aware that use of kayaking, paddle boarding and rock climbing equipment could result in injury or death.

Return a complete copy of the signed terms and conditions or online signature.

On day trips, we require full payment of the trip cost either directly to Malik Adventures or an agency that books the trip on it's behalf. 24h before start of the trip.

On multiday trips we require deposit payment of 30% of the agreed trip price. Remaining 70% is due 30 day before the trip departure date.

All reservations are held as tentative until the signed Terms and Conditions are returned and due payments are made. Failure to return the signed contract and all payments by the respective due dates may result in cancellation of the entire trip.

9. PAYMENTS

All payments must be made by on behalf of all participants in the form of one bank transfer or Credit Card payment (a processing fee on top of the total amount will apply).

10. DELAY OR CHANGE OF ITINERARY

Malik Adventures may for any reason change the date and time of departure or conclusion of the trip, the scheduled point of departure for the tour, omit or change any scheduled stop on the trip or change the scheduled place of conclusion for the trip whether before or after the trip has departed, without prior notice to you. You will have no right to any refund and Malik Adventures will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes

11. TRIP PRICES

Trip prices are based on ground costs and exchange rates on the day of making the booking and payment for this day trip. Items not included in our costs:

- Personal insurance for adventure activities
- Air fares/travel to the meeting point
- Visa and passport charges
- Extra meals not included in the itinerary
- Extra transfers needed to get to the meeting point (unless otherwise noted)
- Gratuities to the guides
- Any additional costs or expenses incurred as a result of the insolvency of any ground operator occurring after departure date
- Emergency evacuation charges
- Alcohol, laundry, postage, personal clothing, medical expenses, and items of a personal nature

12. COMPLAINTS

If you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide. Any verbal notification must be put in writing and given to our trip guide as soon as possible. If any complaint is not resolved to your satisfaction by the trip guide, local agent or supplier, you must contact Malik Adventures at hello@malikadventures.com. If you remain dissatisfied, you must write to us within 14 days of the end of your trip giving your full name and trip itinerary details.

13. CONTRACT LAW

We both agree that Croatian law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ('claim'). For all legal cases court in Zagreb is in charge. Please see clause 12 'Complaints' above with regards to the scheme of Alternative Dispute Resolution that we offer.

14. DATA AND INFORMATION COLLECTION

You hereby give your consent for sharing your personal information with Malik Adventures. Purpose of collecting personal information (contact details, travel documents, health details, dietary requirements, sports experience and other information) is to best prepare for your trip with Malik Adventures; to identify and aim to accommodate any possible special requirements; to identify and special hazards for you during our activities in your itinerary. Person in charge of collecting information about the travellers is solely Malik Adventures owner. Relevant information is shared only with the guides responsible for leading your specific trip and the specific suppliers who deliver services for your specific trip. All information you share with us is kept for 6 years. Every guest has the right to change the information they shared with Malik Adventures and ask for the information to be deleted. They can do that by contacting us on hello@malikadventures.com.

Guest