# Terms and Conditions for Mandalay Group LLC dba Tons of Fun Travel & All Independent Contractors Therein



# 1. Booking Process

- All bookings must be made through Tons of Fun Travel or an authorized travel agent.
- A deposit or full payment may be required to secure a booking, depending on the nature of the travel package.
- Cancellation policies vary depending on the package and may incur fees. Please refer to your booking confirmation for details.
- Tons of Fun Travel reserves the right to refuse any booking at its discretion.
- 2. Travel Itineraries
  - Travel itineraries are subject to change due to unforeseen circumstances or events beyond Tons of Fun Travel's control.
  - Tons of Fun Travel will make every effort to provide equivalent alternatives in case of any changes or cancellations.
  - Clients are responsible for ensuring that they have the appropriate documentation, including passports and visas, for travel to their destination.
  - Clients are responsible for ensuring that they have the appropriate health and safety information and vaccinations for travel to their destination.
- 3. Travel Insurance
  - Tons of Fun Travel highly recommends that clients purchase travel insurance to protect themselves against unforeseen events, including medical emergencies, trip cancellations, and lost or stolen baggage.
- 4. Passport and Visa Requirements
  - Clients are responsible for obtaining and maintaining valid passports and visas for travel to their destination.
  - Tons of Fun Travel can provide information about passport and visa requirements, but it is the client's responsibility to ensure that they have the appropriate documentation.
- 5. Health and Safety
  - Clients are responsible for checking the latest health and safety recommendations and travel restrictions before departure.

- Tons of Fun Travel recommends that clients check the safety and medical warnings from the State Department and CDC for their destination.
- Tons of Fun Travel is not responsible for any health or safety issues that arise during travel.

# 6. Liability

- Tons of Fun Travel is not liable for any loss, damage, or injury during travel, except in cases where such loss, damage, or injury is caused by the negligence or misconduct of Tons of Fun Travel or its agents.
- Tons of Fun Travel is not liable for any indirect, consequential, or punitive damages.

# 7. Changes and Cancellations

- Changes and cancellations are subject to fees and restrictions, depending on the nature of the package and the timing of the request.
- Clients are responsible for notifying Tons of Fun Travel of any changes or cancellations as soon as possible.
- Tons of Fun Travel reserves the right to modify or cancel any package or service at its discretion.

# 8. Dispute Resolution

- Any disputes arising out of or relating to these terms and conditions or any booking with Tons of Fun Travel shall be resolved through arbitration in accordance with the laws of State of Ohio, United States of America.
- The parties agree to submit to the jurisdiction of the courts of Ohio/USA for the enforcement of any arbitration award.

# 9. Intellectual Property

- All intellectual property, including website content, branding, and marketing materials, are the property of Tons of Fun Travel and may not be used without express written permission.
- 10. Governing Law and Jurisdiction
  - These terms and conditions shall be governed by and construed in accordance with the laws of Ohio, USA.
  - Any legal action arising out of or relating to these terms and conditions or any booking with Tons of Fun Travel shall be brought in the courts of Ohio/USA.

By booking with Tons of Fun Travel, clients acknowledge that they have read, understood, and agreed to these terms and conditions. Any questions regarding these terms should be sent to management@tonsoffuntravel.net

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