

# Terms and Conditions

In this Agreement, "We", "Us", "Our" mean \_\_\_\_\_ ("Agency"), "You", "Your" mean the traveler and anyone traveling under the same booking.

\_\_\_\_\_ is an independent travel agency that contracts with third-party suppliers (each a "Supplier" and collectively, "Suppliers") as a booking agent to provide travel products including tours, cruises, hotels, airline tickets and rental cars. All reservation services provided, and travel services coordinated by us are subject to these Terms and Conditions. By booking a reservation through our Agency, you have agreed to and have accepted these Terms and Conditions. Our booking terms and conditions take precedence over Supplier terms and conditions. Each Supplier is an independent entity with its own management and is not subject to control by our Agency.

We will notify you via email when the booking has been confirmed. These Terms and Conditions are subject to change at any time, without prior written notice; therefore, you should read these Terms and Conditions carefully prior to confirming travel services. Cancellation and change penalties by our Agency may apply to these arrangements, as further stated in our Terms.

## Rates and Inclusions

Quoted rates are based on the exact inclusions provided in writing to you. Unless specifically itemized, rates do not include inspection fees for U.S. Customs and Immigration, cost incurred for VISAS and passports, seat assignments, Air Transportation Tax, Agricultural tax, airport taxes and fees including September 11th security fee, passenger facility charges, Federal domestic flight segment fees and U.S. International travel and departure fees, and other government imposed fees, port taxes, vaccinations, gratuities, meals and beverages except as noted and on cruises or all-inclusive resorts, alcohol, resort fees, locally paid city taxes, hotel energy charges, parking and valet services, laundry service, additional bedding charges, telephone calls, minibar, optional excursions, airport transfers, non-qualifying flights, portage at airports and train stations, travel insurance premiums, and any other miscellaneous charges of a personal nature.

## Third Party Suppliers

The Suppliers providing tours, excursions, transportation, accommodations and other components of your trip or vacation are independent contractors and are not agents, affiliates, representatives, or employees of us. All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by the Supplier.

Additional terms and conditions, separate from this Agreement, will apply to your reservation and other purchase of travel-related goods and services. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the Supplier's rules and restrictions regarding availability and use of fares, products, or services. We reserve the right to cancel your booking if full payment is not received in a timely fashion. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), denied access to the applicable travel product or services, forfeiting any monies paid for such reservation(s), and/or your responsibility to cover any cost we incur as a result of such violation. Any additional terms and conditions will be provided to you in written form via email.

## Personal Information

You consent to our use of your personal information. You understand that as part of booking any travel services that certain personal information may be conveyed to third parties in order to accommodate you travel. Such information includes birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards and other financial information needed to secure travel arrangements. You will not hold us liable for the distribution of your information to third-party supplier(s). Our liability for the failure of any foreign supplier to protect your personal information is specifically excluded. We keep your personal information only as long as needed to provide information for our sole use of travel and other services for you and for a reasonable length of time thereafter for legal or business purpose.

## Groups

Terms and Conditions for groups will deviate from FIT (Free Independent Travelers) guidelines. See your Group Sales Contract for details.

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## Reservations and Payment

By providing your credit card details for payment of any kind, you acknowledge and accept our Terms and Conditions and agree to abide by them. You authorize us to charge your credit card for the charges associated with your travel booking. By authorizing us to charge your credit card, either through our payment authorization form or through the phone, you acknowledge that you understand and agree to all the terms and conditions of the booking, including but not limited to, all cancellation policies.

Payments to Agency in currency other than U.S. Dollar will be converted at current exchange rate to USD. U.S. Dollar payments by Agency to suppliers will be converted at current exchange rate for local country currency.

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By paying our planning fee and/or giving us a deposit, or making a booking, you acknowledge that you have read and accept our Terms and Conditions on behalf of yourself and anyone in your party. The lead traveler assumes responsibility for sharing these Terms and Conditions with all parties in the booking. It is the responsibility of each party to read these Terms and Conditions. If there is any part of these Terms and Conditions that you do not understand, please contact us for clarification.

A purchase is not complete until the deposit(s) and other monies due have been processed and a confirmation of booking has been provided to you.

Receipt of payment and confirmation from us confirms agreement to these Terms and Conditions. If final payment is not received by the due date, all components of the booking could be cancelled by the Supplier without a refund of payments previously made.

We are not responsible for penalties, fare increases, or fees incurred due to any late payments, all of which must be paid by you.

## Revisions, Deviations and Cancellations

Any revisions or deviations made to a reservation are subject to a fee of USD \$\_\_\_\_\_ per \_\_\_\_\_ in addition to any other Supplier charges and penalties. No refunds will be given for any unused or partially used service(s).

The cancellation of any service(s) made by you or anyone in your party while traveling, is not eligible for any refund whatsoever. In limited cases, some hotels do not permit changes to or cancellation of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the terms and conditions imposed with respect to your reservations and agree to pay any cancellation or change fees that may be incurred. Notwithstanding cancellation charges stated herein, further cancellation policies as they specifically apply to our Agency are as follows:

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## No Shows

Failure to travel or show up for any reservation is considered a "no-show". No show penalties will be up to entire cost of reservation and are subject to policies and procedures set forth by us.

## Refunds, Chargebacks and Adjustments

Claim for refunds and/or adjustments must be made within \_\_\_\_\_ days of the disputed dates of travel. Full details and proof of payment documentation must accompany all claims. Please allow \_\_\_\_\_ days to process refunds from date of cancelled travel. No refunds will be issued for cancellations due to actual or threatened terrorist events or due to fear of travel from actual or threatened terrorist, health, political or similar events. Supplier terms are separate from our Agency's terms. Please refer to the Supplier terms and conditions for details on their policies.

You waive any right to a chargeback in case of cancellation (except for fraud) including Force Majeure event(s) (as described below) and agree to refund policies and procedures outlined in these Terms and Conditions. In the event you attempt a chargeback, reverse or recollect a trip payment already made without our authorization, we have the right to collect additional costs, fees, and expenses associated with the chargeback, including, but not limited to, attorney fees.

**Washington State:** If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days

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after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

## California Residents:

\_\_\_\_\_ My agency IS NOT required to be a participant in the State of California Consumer Restitution Fund (TCRF).

\_\_\_\_\_ My agency IS required to be a participant in the State of California Consumer Restitution Fund (TCRF) of which the below terms apply:

If travel services or transportation is cancelled and the traveler is not at fault and has not cancelled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the traveler, all monies paid to the seller of travel for services not provided will be promptly paid to the traveler, unless traveler advises seller of travel in writing after cancellation. In California, this provision does not apply where the seller of travel has remitted payment to another registered wholesale seller of travel or a carrier without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed upon transportation or service. In this situation, the seller of travel must provide the traveler with a written statement accompanied by bank records to establish the disbursement of the payment and if disbursed to a wholesale seller of travel, proof of that wholesaler's current registration. Seller of Travel Disclosures; State of \_\_\_\_\_ law requires certain sellers of travel to have a trust account or bond.

\_\_\_\_\_ has a trust account with \_\_\_\_\_. This transaction is covered by the TRCF if the seller of travel was registered and participating in the TRCF at the time of the sale and the traveler is located in the State of California at the time of payment. Eligible travelers may file a claim with the TRCF if the traveler is owed a refund of more than \$300 for the transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. For complete, up to date information regarding your rights under California law, please visit <https://www.tcrinfo.org>. If you are purchasing from outside of California, this transaction is not covered by the California Travel Restitution Fund.

## Traveler Identification and Proof of Citizenship

The Transportation Security Administration (TSA) requires all airline passengers to provide Secure Flight Passenger Data (SFPD): Full name as it appears on Government-Issued I.D., Date of Birth, Gender, Redress number (if available).

The name of the traveler on all reservations and travel documents must match the name as it appears on the traveler's Government-Issued I.D. The traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect information. Updated information regarding security measures and requirements for air travel are available at [www.tsa.gov](http://www.tsa.gov). It is highly recommended that travelers check this website prior to travel to their scheduled destination. All U.S. citizens traveling to or from any international destination must have a valid passport which must be valid for a minimum of six months beyond the return travel date. It is the traveler's responsibility to verify current entry requirements and obtain the necessary travel documentation based on the country of origin, destination, and any additional countries in which a stop is scheduled. Minors of 17 and under traveling alone or with a single parent may be required to have additional documentation on domestic or international flights. No refund will be issued for losses incurred as a result of failure to obtain or provide required travel documentation.

## Accommodations

Hotel accommodation is subject to availability at the time of reservation. Some hotels require NONREFUNDABLE and NON-TRANSFERABLE deposits to guarantee a booking. In such cases, we will notify you for the NON-REFUNDABLE prepayment for that portion of the trip. Amenities such as elevators, air conditioning, bedding size, etc., are not guaranteed in all properties. In addition, even if a property has amenities such as air conditioning or elevator, it is not guaranteed that it will be operational or available during your stay. Reimbursement for lack of amenities is solely the responsibility of the hotels, and while we may act as an intermediary, we cannot be held responsible for such reimbursement under any circumstances.

## Special Travel Needs (accessibility, disabilities)

If you have disabilities or special needs that may require non-emergency special services, additional support or accommodation of a disability you should advise us in advance of booking so that we can request assistance or arrange for appropriate services or equipment. In some cases when you are unable to use your own wheelchairs, mobility devices, medical equipment or devices, rental of special equipment or devices may result in additional charges. Airlines may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate. If you travel with a service animal or emotional support animal, some suppliers may require advance arrangements and special documentation for the animal's health and training. Countries outside the United States and Canada have laws and regulations that often apply different standards or accommodation for persons with disabilities or special needs. We will assist travelers with disabilities or special needs however, we are not responsible for the failure of suppliers to meet your needs when the supplier follows laws and regulation of local jurisdictions. Additionally, the laws and regulations of local jurisdictions covering travelers with disabilities or special needs may change in the legal or regulatory realm of the places you visit on your trip. Some destinations may have limited medical facilities or limited availability of prescription medications. You should consult your

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health provider about your trip. Some travel insurance plans may provide access to emergency medical care, medical evacuation, and replacement of prescription medications. We STRONGLY RECOMMEND THE PURCHASE OF COMPREHENSIVE TRAVEL INSURANCE.

## Air Arrangements

Please note that most airlines consider a name change to be a cancellation. Travelers are responsible to confirm airline baggage allowances for all flights. International flights may have different requirements than domestic flights. Excess luggage fees are the responsibility of the traveler. Tickets of any kind are payable in full and are NON-REFUNDABLE at the time of booking.

Airline tickets are completely NONREFUNDABLE and NONEXCHANGEABLE once purchased. We are not responsible for any loss, accident, injury, delay, defect, omission, or irregularity which may occur, such as changes, additional expenses, and cancellations due to weather conditions, schedule changes and other changes beyond our control. You agree to abide by safety guidelines of all airlines and hold us harmless from any liability due to airline restrictions. Airline seat assignments are not complimentary on every airline. Charges for pre-assigned seats in advance of flight time may be subject to additional charges from those carriers. We cannot guarantee seats in specific locations or next to each other. This is strictly based on availability at the time seats are being selected. Airlines are at liberty to change the aircraft and seat assignment at any time. We cannot be held responsible for any changes made by an airline, or any additional charges imposed by those airlines for any seats after they have been selected and paid in advance.

## Hazardous Materials and Insecticides

All passengers are prohibited by Federal law from bringing hazardous materials aboard aircraft in their luggage or on their person. Violations can result in up to five year's imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Such materials include explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person. You should contact your airline's representative on your itinerary. Restrictions on hazardous materials are listed at <http://www.tsa.gov/traveler-information/prohibited-items>.

We recommend that you refer to the Department of Transportation (DOT) list of airports in countries that require airlines to treat passenger cabins with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website as updated from time to time.

<https://www.transportation.gov/airconsumer/spray>

## Responsibilities and Liability

We provide a service in arranging accommodation, transportation, sightseeing, admissions, and any other services from third parties as agreed in each itinerary. We shall not be held liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned by any company or person engaged in conveying the passengers, providing the services, or otherwise in connection therewith, of any hotel owner, manager or employee. We do not own or operate, nor are we an agent of any of the Suppliers which will provide goods and services for the trip or any option which may be available in connection with the trip. Countries have different laws regarding entry for persons with criminal records. It is your responsibility to know destination entry laws if you or anyone in your party has a criminal record. We do not inquire about an individual's criminal record in the interest of respecting our clients' privacy. Refusal of entry is not a valid reason for cancellation or chargeback.

You agree to seek remedies directly with the Supplier and not hold us liable in the event of negligence, loss, injury, delay, or expense which results directly or indirectly from any action or omission, whether negligent, criminal, or otherwise, of any entity providing goods and services for the trip or any available option. You also agree not to hold us liable for circumstances beyond our control (e.g. Force Majeure, terrorism, war, or acts of God). We accept no responsibility for losses or extra cost due to delays, schedule changes, or cancellations in train, bus, ship, airlines or other land, lake or river services, medical issues, bad weather/climate conditions, war, terrorist acts, strikes, quarantine, luggage delay or loss, or other causes. You expressly release and hold us harmless against any and all liability from suits and demands of any kind, now and in the future that may occur out of or in connection with your travel or participation in activities arranged by us.

In the event an airline or travel supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. Money given to our Agency immediately becomes the property of the airline or travel supplier as required by law. We are not allowed to provide refunds for suppliers who have declared bankruptcy. If an airline or travel supplier declares bankruptcy, it might continue services or stop completely. Other airlines or travel suppliers may, but do not have to, provide alternative services.

## Travel During a Pandemic or Other Health Advisories

You are fully aware of the current global Coronavirus COVID-19 virus outbreak, current travel restrictions, and inherent risks involved in choosing to travel. You are aware that certain countries, including the United States may require testing and up to 14 or more days quarantine upon entering the country, as well as testing and quarantine upon returning to the United States and/or your country of residence. All travelers, including U.S. Citizens, shall refer to the current CDC guidelines, country-specific guidelines, and supplier requirements (including but not limited to airline, hotel, and cruise

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line) regarding testing and documentation requirements. If you do not adhere to current regulations or provide any required testing results or documentation, you may be denied boarding, entry, and/or return to the United States or your country of residence. It is your sole responsibility to be aware of and adhere to all such requirements. You understand that it is your responsibility to check the latest travel information advisories and requirements from CDC regarding COVID-19 and requirements for any related travel advisory.

<https://wwwnc.cdc.gov/travel/notices>

<https://travel.state.gov/content/travel/en/traveladvisories/ea/travel-advisory-alert-globallevel-4-health-advisory-issue.html>

We are in no way responsible for passenger testing. Airlines are not responsible for testing. You understand that there is uncertainty regarding the availability of proper testing in destination countries for return to the United States. You are aware that screening procedures and restrictions may take place at airports and in public areas. Restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains or other means of transport. You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter/exit your destination as planned. If you decline to purchase travel insurance that includes coverage for medical needs while traveling and coverage for trip delay, you assume all personal and financial loss should you cancel your trip or suffer losses during the course of travel. Insurance claims will only be paid for covered reasons stated in the insurance policy. We reference what we know as current CDC guidelines for Covid-19. Policies may change before your travel, during your travel, and after your travel return. Countries outside the United States and/or suppliers, including airlines and hotels, may have different guidelines for travel during a pandemic or epidemic. **It is your responsibility to be aware of any pandemic or epidemic related restrictions.** You are aware of all travel warnings; travel restrictions and rules and you understand the risks. You accept them and hold us harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider including financial loss, quarantining rules or measures put in place at airports or destinations you travel through. Further, you hold us harmless for any financial penalties or fees imposed by suppliers, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to COVID-19 and you agree not to institute a credit card charge back for such legitimate penalties or fees. We are not responsible for acts or omissions or suppliers or their failure to adhere to their own schedules, providing services or refunds, financial default, or failure to honor trip credits. And, we have no special knowledge about the financial condition of suppliers, and we have no liability for recommending a trip credit or a refund.

You understand that concerns or fear of travel are not a covered reason for cancellation relating to the Coronavirus Covid-19. Insurance claims will only be paid for covered reasons as stated in the insurance policy. You hold us harmless for your election to not purchase travel insurance and hold us harmless for denial of claim by insurer as it relates to COVID-19 or any other claim under the policy. Please note that insurance policies have a specific clause stating that they do not cover epidemics and pandemics, especially when travel warnings are in place.

## Force Majeure and Post Covid Travel

We shall not be liable for any circumstances beyond our control, including, but not limited to, acts of God, explosions, flood, forceful wind, fire or accident, war or threat of war, declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disobedience, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery or vehicles, delays or other unforeseen events (collectively, "Force Majeure"). We shall not be liable to you and shall not provide any refunds caused by delay or non-performance of any obligation under this agreement to the extent any such delay is due to Force Majeure. If any of our travel Suppliers are affected by Force Majeure, they shall be entitled at their sole discretion to vary or cancel any itinerary or arrangement in relation to your trip without notice.

## Passports, Visas and Driver's Licenses

It is your responsibility to be familiar with the laws and rules governing any visit to any country or region. We may be able to assist you in acquiring the necessary travel documents upon your request. It is not our responsibility to determine if any such documents are required. We will not be held responsible in any way if you fail to have the proper Visas and/or documentation for entry into any country or region. It is your responsibility to determine which documents are needed and to acquire that documentation. If an accident occurs and you seek assistance from us, any and all alternate arrangements will be your financial responsibility. It is your responsibility to ensure your passports are up to date and valid to enter any country. It is not our responsibility to determine the validity of your passport or any other travel document to enter any country or region.

## Arbitration

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following:

County of \_\_\_\_\_, State of \_\_\_\_\_. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the State of \_\_\_\_\_, County of \_\_\_\_\_. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section

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include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

## Jurisdiction, Venue & Choice of Law

The Parties agree that the State of \_\_\_\_\_ shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Group Leader and Advertiser with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: \_\_\_\_\_. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum non-conveniens or similar doctrine.

## Changes to Terms and Conditions

We update Terms and Conditions periodically without notice. For our most current Terms and Conditions, you may obtain them by:

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By submitting and authorizing us to charge your credit card as provided to us in the Travel Services Agreement OR by signing the Travel Services Agreement you have agreed to this Agreement and you acknowledge and agree to the entirety of this Agreement including cancellation terms shown on page 2 and 3. You acknowledge receipt of notice herein concerning travel during a pandemic or other health emergencies and that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and restrictions due to COVID-19. You take full responsibility for your actions with regards to COVID-19 and you take full responsibility for your actions and for parti(es) booked under your name as the lead traveler. You acknowledge the risks to you if you do not purchase travel insurance. You further acknowledge reading these terms and conditions by paying our planning fee(s) and/or giving a deposit or making a booking and you indicate that you fully understand and agree to our cancellation policies. This Agreement is the entire understanding and agreement between you and us as it pertains to your travel arrangements. No delay or failure by either party to exercise or enforce its rights shall constitute a waiver of rights. If any provision of this Agreement shall be unlawful or unenforceable, then that provision shall be deemed severable and will not affect the validity of remaining provisions. You acknowledge that you have received a copy of the Travel Services Agreement that reference these Terms and Conditions.

If rebooking is requested, we will assist with obtaining any refunds due to rebooking trips using future cruise credits, but we may, at our discretion charge a non-refundable fee for that service.