

Terms and Conditions

Clients must read, understand, and agree to the following before any transactions occur.

Passports, Visas, Immunization Requirements

The travelers are solely responsible for checking their passport expirations, verifying the entry requirements for their destination, and applying for any necessary visas. Valid passports are required for all international destinations.

Please note that many destinations require your passport to be valid 6 months *after* the date of your return.

It is each traveler's responsibility to make certain that they have proper immunizations before travel – please see your health provider for advice. The CDC website has a list of required immunizations and/or other health notes for each country.

Each foreign country holds different views of past criminal offenses – if you have a current or past offense, please contact that country directly for entry and exit requirements. Travelers with DWI or DUI records should check whether current rules exclude admission to foreign destinations. As an example, Canada often denies entry to travelers with a DUI conviction. Travel agent feels it is an invasion of privacy for members of our staff to make such an inquiry and these requirements remain the traveler's responsibility. For further information, please visit the U.S. State Department web site: travel.state.gov.

Checkin & Departure Responsibilities: It is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure for international flights. It is the traveler's responsibility to reconfirm flight times at least 24-72 hours

prior to scheduled flights. Travel agents do not assume responsibility for any air or schedule changes. Certain countries require departure taxes that require payment in cash. *Recommended check in times is subject to change without notification. It is the traveler's responsibility to remain abreast of changes in condition or airport rules that might require earlier arrival times. This information can be found when entering your confirmation number on the airline website.

Financial Terms

- Clients are responsible for ascertaining any foreign transaction fees on their debit or credit cards. The travel agent is not responsible for any foreign transaction fees occurred when making payments to vendors located overseas.
- Quotes given in Euros or other foreign currency will have an estimate of the USD equivalent which will be accurate on the day of the quote. The travel agent is not responsible for any fluctuations in the exchange rate between quoting and charging the transaction.

It is the traveler's responsibility to note the final payment dates and plan accordingly. The travel agent will make every effort to contact the traveler with reminders; however, the travel agent is not responsible for missed payment dates when the traveler is unresponsive. *Suppliers may have deadlines of 5pm, 9pm, or midnight for their cutoff dates. It is the traveler's responsibility to take this into account and not assume that their payment meets the deadline. Any cancellations that result from the travelers' missing final payment are the travelers' responsibility and reinstatement may have additional costs.

Group Bookings

- When travelers do not live at the same address, the travel agent will correspond with the initial group leader (the person who made the first contact) throughout the quote process.
- The group leader will be responsible for communicating the details of the quote and/or any agent questions to the rest of the group.
- The travel agent is not responsible for any dissatisfaction with the itinerary among group members: the group leader accepts responsibility for checking the itinerary. By agreeing to move forward with the deposits, the group leader acknowledges that all parties have been informed of necessary details.
- All quotes assume that travelers will arrive at destinations together. If travelers arrive separately on different flights, they will be responsible for the additional cost of airport transfers.

Trip Documents

Travelers will receive their travel vouchers through email or through the postal service, depending on the trip type. Trips booked within 30 days of departure may be limited to email documents only.

Last Minute Bookings

Bookings made within 30 days of travel may incur a Rush Planning Fee in addition to any usual Planning Retainer Fees. Travel agents will inform travelers of this fee before moving forward with a quote. Travelers traveling within the next 30 days may be asked to submit copies of their passport and a client demographic form before the travel agent moves forward with a quote.

Limited Liability

Travel agent is not responsible nor liable for any error, omission, injury, property loss, accident, act of terrorism, disappointment, or any other unforeseeable event. Travel agent is not responsible for missed connections, schedule changes, aircraft changes, or trip interruption. It is the traveler's responsibility to have proper travel documents for all trips including but not limited to vouchers, passports, visas, marriage licenses, or birth certificates. Travel insurance should be purchased to protect you in these circumstances. Change and cancel fees may apply. Hotel and tour operator fees may apply at the time of a change or cancellation of the existing schedule. PLEASE NOTE: all rates are subject to change without notice until the deposit is made.

Travel Insurance

- Travel protection and insurance is strongly recommended to protect your investment. Unless specifically noted, travel insurance is not included in the cost of the client's itinerary.
- Please note many 'adventure destinations' such as the Galapagos and/or African safaris may require a minimum level of travel insurance.
- A waiver may be required to refuse travel protection.
- The travel advisor may add travel insurance/protection to the booking and send the Description of Coverage to the client. The travel advisor is not authorized to answer specific questions about coverage. It is the client's responsibility to contact the insurance provider if they wish to clarify the coverage before or after purchasing.

Cancellation Fees and Non-Refundable Payments

- All cancellation fees/penalties are from the supplier/vendor/hotel. It is the traveler's responsibility to review the terms and conditions on their invoice.
- The traveler agrees that the term "non-refundable" in any quotes, bookings, or invoices means that the booking cannot be refunded under any circumstance, including for reasons of pandemic, war, force majeure, or other unforeseeable events. The traveler waives their right to sue or institute a credit card dispute or "charge back" to travel advisor or its partners for said penalties, fees, or real or alleged damage related to non-refundable deposits/payments or any other transaction. The travel agent must be reimbursed by the client for any financial penalties incurred due to credit card "chargebacks".

Payments

The travel agent does not "keep" payments on behalf of clients. When a traveler submits a credit card authorization, the travel agent makes the payment directly to the hotel, cruise, tour, or activity vendor. The travel agent never receives monies directly from the client except for the Planning Retainer/Service Fee and/or Rush Planning Fee.

Travelers' Responsibility to Communicate:

The travel agent is not liable for any errors or omissions arising from travelers' significant delay in responding to requests for necessary information including but not limited to:

- Airline schedule needed to book appropriate transfers
- Payment deadlines
- Customized suggestions for excursions or inquiries if services are needed
- The travel agent reserves the right to decline to book optional services when information is not received in a timely manner.

Limitations for Concierge and Optional Services

The travel agent is not liable/responsible for any reservations the client has made directly with the resort/hotel/tour company/ship, such as: dining reservations, concierge requests, upgraded rooms/airline seats, independently booked tours, private guides, and so on. In certain circumstances the travel agent may assist with restaurant recommendations and/or limited reservations for special events. In the event that the traveler cannot attend these events once their trip has begun, the traveler is responsible for contacting the in-country partner to cancel or change the reservation themselves. The travel agent will do her best to assist but is not liable for any cancellation fees or delay in processing changes/cancellations.

Gratuities and additional fees

Wherever possible, the travel agent will attempt to inform the client of any additional costs such as hotel taxes payable upon check in or resort fees. Hotel taxes may appear on travel vouchers at time of confirmation and are not always able to be shown during the initial quote. The travel agent is not responsible for any omissions of additional fees during the quote process. These types of fees include:

- Gratuities to guides, hotel staff, or drivers
- Mandatory onboard service charges/gratuities for cruises
- City taxes payable directly at the hotel (very common in Europe)
- Costs for transport to/from the airport if traveler did not include transfers in quote
- Breakfasts or other meals at hotels unless they are specifically included in quote
- Travel agent is not responsible for any increases due to fuel surcharges, government-imposed taxes/fees or supplier-imposed increases.

Privacy Policy / Use of Personal Information

In this section, "you" refers to the traveler/client and "I" refers to the travel advisor.

If you do choose to provide your personal information, I will not willingly share your information with companies outside my organization, except as described in this Privacy Policy. You may at times receive communications from me related to products and services that I believe might interest you. While I believe these services may enhance your time spent at the Sites, you will at all times have the option and ability to opt out from receiving these communications by specifically choosing to do so via a link which will be provided within emails that I send to you. I may disclose total aggregated user statistics in order to describe my services to potential advertisers, other third parties, affiliate companies, and for other lawful purposes. The information I gather from you may be used in several ways, either now or in the future, to gain a better understanding of my Sites' users and their usage pattern as a whole, for site administration and troubleshooting, to process transactions, contest entries and other matters you initiate, to identify preferences in content and advertising, to target editorial, advertising or other content (such as promotions, special offers or other content) I think might be of interest to you. I may also use information I gather from you to communicate changes and improvements to my website or any registration you have made.

I do not give away, sell, rent or lease any users' personally identifiable information to any merchant, advertiser or web publisher.

I reserve the right to disclose personal information when needed to comply with the law or a legal process, cooperate with investigations of purported unlawful activities, to identify persons violating the law, or to enforce my Terms of Use. You are responsible for reviewing the privacy statements and policies of other websites you choose to link to or from my website, so that you may understand how those sites collect, use and store your

information. I am not responsible for the privacy statements, policies or content of any other websites. Websites containing co-branding (referencing my name and a third party's name) contain content delivered by the third party and not me.

I may use third party applications to manage your information. Each third-party service provider's use of your personal information is dictated by their respective privacy policies. I currently use the following third-party service providers

- TESS Client Management System (the system through which you are signing this contract)
- DocuSign for submitting additional contracts if necessary
- Cognito Forms and JotForm for collecting names and addresses for group trips
- Cruise and tour companies' direct booking software (examples include, but are not limited to: OneSource with Princess Cruises, Cruising Power with Royal Caribbean, etc).
- I must give the tour provider / travel partners your private information such as your name, date of birth, and state of residency to complete your bookings. Your email and/or telephone may also be required by certain travel providers

Currently, your personal information is not shared with any other third-party applications. This list may be amended from time to time.

Additional Disclosures:

Travel advisor is not the source or supplier of the travel services requested and acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, ground transportation and other companies providing accommodations, transportations, and/or other services. Each of these suppliers is an independent entity with its own management and is not subject to the travel advisor.

Travel advisor shall not be liable for any accident, injury, property damage or personal loss to client or to those traveling with Client in connection with any travel services we have booked, including but not limited to acts of God, weather conditions, natural disasters, acts of governments or other authorities, wars, civil disturbances, riots, strikes, epidemics, acts of terrorism, breakdown in equipment, theft, delay, fuel increases or cancelation or change in intermarry or schedules.

The client acknowledges and accepts that there are cancelling policies, change fees and penalties that apply to my travel plans and services as set by travel suppliers. If for any reason my credit card charges are later declined, reversed or travel advisor is unable to receive payment for the travel plans and services, I acknowledge that this is a binding contract and travel advisor will be entitled to recovery, including reasonable attorneys' fees in connection with collection.

By paying the planning fee and/or deposit, I have read and accepted the Terms & Conditions for myself and anyone in my party.