

## TRAVEL TERMS AND CONDITIONS, CONSENTS AND OTHER IMPORTANT INFORMATION

TRAVEL WITH EXCELLENCE, LLC Travel Agency considers you a valued customer and it is here to assist you with your travel. It is TRAVEL WITH EXCELLENCE, LLC Travel Agency's policy to obtain your acknowledgement and acceptance of the items outlined under Terms and Conditions below prior to travel documents being released. Also, please check your travel documents when you receive them and read all travel contracts carefully, understand any terms and conditions outlined for your trip, and consider travel insurance for unforeseen circumstances. Most discount fares involve restrictions and changing carriers or flights could result in an increased fare.

**Please initial and sign and return to TRAVEL WITH EXCELLENCE, LLC or call your Travel Sales Specialist to discuss.**

### I. DOCUMENTATION, ENTRY REQUIREMENTS AND DESTINATION INFORMATION

**International Travel/Passports/Visas:** All U.S. Citizens, when traveling outside of the United States, are required to carry a U.S. Passport valid for at least 6 months after the travel return date, and must contain a sufficient number of blank pages to attach any necessary visas for your trip. Also, be sure to inquire with the appropriate consulate or visa agency about obtaining the proper visas for international travel; securing visas for non-U.S. citizens is a complicated and lengthy process.

For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5225, or access the State Department's on-line travel advisory service at <http://travel.state.gov/travel/warnings.html>. For medical information, call the U.S. Centers for Disease Control (CDC), (404) 332-4559 or log on to [www.cdc.gov/travel](http://www.cdc.gov/travel).

Single parents, grandparents or guardians traveling with a minor should make sure they have the appropriate documentation regarding custody & citizenship for each child.

**Canadian Travel:** For United States residents traveling to Canada, please be advised that persons with felony convictions, driving while intoxicated records, misdemeanors or other offenses may be denied admittance to Canada. Contact the Canadian embassy or nearest consulate prior to travel.

**Domestic Travel/Picture Identification:** Government/State issued picture identification is required for domestic travel.

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\_\_\_ Traveler assumes complete and full responsibility for having the appropriate documentation while traveling and hereby releases TRAVEL WITH EXCELLENCE, LLC Travel Agency from any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. **TRAVEL WITH EXCELLENCE, LLC Travel Agency will not be responsible for any delays, damages, and/or losses including missed portions of trip or denied boarding or entry due to improper travel documentation.**

### II. CAR RENTALS

**International Rentals:** Most international car rentals require prepayment in advance. Car insurance for overseas travel may also be required and added to the amount of the rental along with any applicable fees and taxes. Car rentals are based on 24-hour periods and both manual and automatic transmissions are available. Please read your car rental agreement before signing. Any changes to date and/or times may affect the rate.

- Rates do not include gasoline or other additional or extra charges.

- A valid US driver's license is required.
- An International Driver's Permit is also strongly recommended and can be purchased at any TRAVEL WITH EXCELLENCE, LLC office.
- Debit cards are not accepted.
- All renters must be at least 25 years of age.
- Please review refueling policies with the car rental company when you pick up the car.

**Domestic Rentals:** This is a non-prepaid car rental reservation. Payment will be collected directly by the car rental agency at the time of rental. Car rentals are based on a 24 hour period. Please read your car rental agreement before signing. Any changes to date and/or times may affect the rate.

- All applicable taxes are quoted at time of booking, but are subject to change. This is a base rate and does not include gas, insurance, taxes and other additional charges.
- A valid US driver's license and a major credit card, with available credit, in the renters name are required for all rentals. DEBIT CARDS ARE NOT RECOMMENDED.
- All renters must be a minimum of 25 years of age. In certain situations, car rental companies may rent to those under 25 years of age. Extra charges may apply.
- The car rental company may check past driving records and may be a condition of rental. Driving record verification takes place at the time of pick-up, not at the time of reservation.
- Check with your personal auto insurance regarding rental car insurance coverage. Please review the refueling policies with the car rental company when you pick up your car.
- NOTE: car rental companies may hold additional charges on your credit card which will be removed upon return of the vehicle. The credit may take 4-6 weeks to appear on your card.
- Car rental companies may also run a credit check on renters using a debit card to pay for the rental

### III. FLIGHTS

#### **TICKET TERMS AND CONDITIONS AND OTHER IMPORTANT NOTICES**

PASSENGERS ON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES KNOWN AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS (THE WARSAW CONVENTION SYSTEM), MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY. FOR SUCH PASSENGERS, THE APPLICABLE TREATY, INCLUDING SPECIAL CONTRACTS OF CARRIAGE EMBODIED IN ANY APPLICABLE TARIFFS, GOVERNS AND MAY LIMIT THE LIABILITY OF THE CARRIER.

#### **NOTICE of Liability Limitations**

**The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.**

**Where the Montreal Convention applies, the limits of liability are as follows:**

1. **There are no financial limits in respect of death or bodily injury.**
2. **In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately EUR 1,400; US \$1,700) per passenger in most cases.**
3. **For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (approximately EUR 5,700; US \$7,100) per passenger in most cases.**

**EC Regulation No. 889/2002 requires European Community carriers to apply the provisions of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many**

**non-European Community carriers have elected to do so in respect of the carriage of passengers and their baggage.**

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,200; US \$25,100) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,100; US \$12,600) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.
2. 17 Special Drawing Rights (approximately EUR 21; US \$26) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$500) for unchecked baggage.
3. The carrier may also be liable for damage occasioned by delay.

**Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.**

**Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.**

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

**Notice of Contract Terms Incorporated by Reference**

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.
2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.
3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.
4. The Conditions may include, but are not restricted to:
  - (a) Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
  - (b) Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
  - (c) Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
  - (d) Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
  - (e) Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.

- (f) Rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
  - (g) Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.
  - (h) Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.
5. You can obtain additional information on items (a) through (h) above at any U.S. location where the transporting air carrier's tickets are sold.
  6. You have the right to inspect the full text of each transporting carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive free of charge the full text of the applicable terms incorporated by reference from each of the transporting carriers. Information on ordering the full text of each carrier's terms is available at any U.S. location where the air carrier's tickets are sold.
  7. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

**CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS.**

**YOU CANNOT TRAVEL IF YOU DO NOT HAVE ALL REQUIRED TRAVEL DOCUMENTS, SUCH AS PASSPORT AND VISA. PASSENGER SHALL ARRIVE AT AIRPORT EARLY ENOUGH TO COMPLETE DEPARTURE PROCEDURES.**

**GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.**

**U.S. NOTICE—OVERBOOKING OF FLIGHTS:** Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. **Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.**

**EUROPEAN NOTICE—DENIED BOARDING/CANCELLATIONS:** For all flights departing from the European Union and all flights to the European Union if on an European operating carrier, if you are denied boarding or your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance. For further information on your air passenger rights for these flights, see <http://ec.europa.eu/transport/passenger-rights/en/03-air.html>.

**BAGGAGE:** Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier. **Checked Baggage:** Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. **Cabin (Unchecked) Baggage:** Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and cabin). **SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR U.S. TRAVEL:** *For domestic*

*travel wholly between U.S. points, federal rules require any limit on a carrier's baggage liability to be at least US \$3,400 per passenger, or the amount currently mandated by 14 CFR § 254.5.*

**CHECK-IN TIMES.** The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is *not* the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse you carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding.

**DANGEROUS GOODS:** U.S. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative or visit <http://www.tsa.gov/traveler-information/prohibited-items>.

**AIRCRAFT DISINSECTION:** Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>.

**SUPPLIER TERMS AND CONDITIONS:** You agree to abide by the terms or conditions of the booking imposed by the supplier with whom you elect to deal. The circumvention of an air carrier's rules, including practices such as **back-to-back** ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and **hidden-city ticketing** (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's credit card, additional charges collected at the airport, or future invoicing. You are responsible for ensuring that your bookings abide by the terms or conditions of booking imposed by any supplier with whom you elect to deal, including terms or conditions of booking set forth in an air carrier's fare rules or contract of carriage.

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\_\_\_Reconfirm your flights directly with the air carrier prior to your departure, as schedule changes may have occurred. Check in 2 hours prior to flight time for domestic destinations and 3 hours prior for international flights. Allow extra time for holiday travel. Please note that check-in times are subject to change, so it is recommended that this be re-confirmed as well with the airline. The airline can cancel your reservation up to 1 hour prior to departure, if you have not checked in.

\_\_\_Please re-verify with the airline directly or their website prior to your departure for current details on allowable luggage pieces, fees, size and weight limitations since they vary from airline to airline.

\_\_\_Your airline ticket may be non-refundable and non-changeable or subject to a change fee imposed by the air carrier. In accepting this ticket, you verify that the schedule, dates, seats, city pairs and names are accurate. Seats are subject to change at the airline's discretion. When flights are booked in conjunction with a tour or cruise, any changes in the airline's operation, which require a change in flights or carriers, is the sole responsibility of the cruise/tour operator.

NON AIR-INCLUSIVE TOURS AND CRUISES

Be sure to read all Terms and Conditions of the tour operator or cruise line prior to your departure. If you experience a problem while traveling, contact your tour director or cruise purser, or call the assistance numbers on the documents. If you are unable to reconcile the issue, call your TRAVEL WITH EXCELLENCE, LLC Travel Agent immediately.

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\_\_\_ Additional fuel surcharges may be imposed at any time by the tour operator or cruise line, up to and including time of departure. When notified of the fees, it is the passenger's responsibility to pay the fees. Your TRAVEL WITH EXCELLENCE, LLC Travel Agent will make every effort to notify you when the tour or cruise vendor gives advance notice.

\_\_\_ I have been presented with a printed copy of the applicable Passenger Cruise Contract by my TRAVEL WITH EXCELLENCE, LLC Travel Agent.

IV. ADDITIONAL ACKNOWLEDGEMENTS

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\_\_\_ I understand that TRAVEL WITH EXCELLENCE, LLC Travel Agency, its parent corporation, subsidiaries and its travel agents (herein collectively "Travel Agency") are acting as an intermediary for Suppliers in selling travel related products or services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours and cruises) provided by Suppliers (such as hotels, carriers, wholesalers, transportation companies, tour operators, and other such service companies). Travel Agency maintains no control over the action of these Suppliers and, therefore, shall not be responsible for the actions of these Suppliers, their breach of contract, their failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such Suppliers or Suppliers' subcontractors, which result in any loss, damage, delay, inconvenience or injury to travelers or travelers' companions or group members. I also understand that TRAVEL WITH EXCELLENCE, LLC Travel Agency shall not be responsible for any injuries, losses or damages in connection with acts of terrorism, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to, during, and after a tour, or any other actions, omissions, or conditions outside of TRAVEL WITH EXCELLENCE, LLC Travel Agency's control. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

\_\_\_ I have reviewed the itinerary provided to me for the subject travel arrangements, verified that the names of the passengers traveling are correct, and confirm that this is what I requested. By placing an order with Travel Agency, I also agree to abide by the Terms and Conditions of the applicable Supplier without reservation, and to be bound by the limitations therein.

\_\_\_ I have been advised that penalties may apply to changing or canceling a travel purchase. I have been offered travel insurance for this trip. I understand that payment for this travel purchase by means other than credit card may entail financial risk.

\_\_\_ These Terms and Conditions and the relationship between Traveler and Travel Agency will be



governed by the laws of the State of \_\_\_\_\_ without regard to its conflict of law provisions.

\_\_\_I understand that, for airline tickets and air-inclusive tours (a tour or cruise package that includes airfare sold by the Supplier), prices are subject to increase prior to the time I make full payment, however, prices are not subject to increase after I make full payment, except for charges resulting from increased government-imposed taxes or fees. I hereby consent to this price increase policy and authorize TRAVEL WITH EXCELLENCE, LLC Travel Agency to charge my credit card for such additional amounts.

\_\_\_By making a travel reservation through TRAVEL WITH EXCELLENCE, LLC , you are authorizing us to disclose to suppliers the information required to complete the booking and deliver the related travel. These suppliers are not controlled by TRAVEL WITH EXCELLENCE, LLC and personal information disclosed to them is subject to the supplier's applicable privacy policy and security practices. Therefore, we encourage you to review the privacy policies of any travel supplier whose products you purchase.

V. TRAVEL INSURANCE AND CREDIT CARD PURCHASES

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\_\_\_ It is the Traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. The TRAVEL WITH EXCELLENCE, LLC Travel Agency offers a comprehensive insurance package for trip cancellation/interruption, baggage coverage, emergency medical, dental, etc. Please consider all insurance options before departure and at time of payment. Traveler(s) purchasing travel insurance assumes full and complete responsibility to review and accept benefits, coverage limits, exclusions, and any pre-existing medical condition clauses stated in the policy or Certificate of Insurance.

\_\_\_ Car rental insurance varies by the rental company. Prior to travel, check with your insurance carrier or credit card company to make sure you are properly covered. Additional insurance may be purchased directly with the car rental company.

\_\_\_ It is also recommended you make all travel purchases with a credit card to protect your investment. The additional protection that may be available through the use of a credit card could be important in the event of a Supplier default or failure to provide the services requested.

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_