

# Terms and Conditions

**IMPORTANT ADDITIONAL INFORMATION REGARDING YOUR BOOKING: You must not accept any booking unless you understand and agree with the following terms and conditions.**

Extraordinary Moments Travel LLC dba Extraordinary Moments Travel (or any of its affiliated entities) is referred to as Extraordinary Moments Travel.

**Emergency 24/7 Support:** Extraordinary Moments Travel provides 24/7 Emergency Support services to our customers. For emergencies within 24 hours of departure or while you are travelling; please call 843-631-6956. Outside the US, please first refer to your travel documents for local emergency help or call your agent's listed number or 843-631-6956.

**Baggage Fees:** Additional fees for baggage may apply. Please contact your airline or refer to its website for detailed information regarding their checked baggage policies.

**Travel Agent:** Extraordinary Moments Travel LLC dba Extraordinary Moments Travel and its affiliated entities acts as a travel agent only. We sell various travel related products on behalf of numerous transport service providers numerous transport and accommodation service providers, including, but not limited to airlines, coach, rail, cruise line operators and hotels. Extraordinary Moments Travel does not own, operate, manage or control these independent suppliers of services and is not liable for their acts or omissions. Extraordinary Moments Travel obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. A request cannot be guaranteed. All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. You understand that your legal recourse is against the specific provider not Extraordinary Moments Travel.

**Important Conditions:** Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. As noted above, by making the booking, you expressly acknowledge your acceptance of these conditions (i.e. increases before full payment and increases attributable to government-imposed taxes, fees or carrier imposed surcharges after full payment will be your responsibility) applicable to your purchase.

**Cancellation:** Please be aware that most travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced.

**Final Payment:** You may be required to make a deposit and such deposits are non-refundable. Final payment is required no less than 60 days prior to departure unless otherwise stated. Some fares or services must be paid in full at the time of booking. Extraordinary Moments Travel accepts debit card or credit cards (AMEX, Visa, MasterCard, or Discover). In the event you wish us to charge your credit card, we may require you to read and sign a credit card charge form.

**Credit Card Transactions:** If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Extraordinary Moments Travel and in the event that payment has been made to Extraordinary Moments Travel by credit card, you agree that you will not seek to charge back your payment to Extraordinary Moments Travel. If Extraordinary Moments Travel incurs any costs, including but not limited to attorneys' fees, to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to Extraordinary Moments Travel via money order or cash immediately.

**Travel Insurance:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by Extraordinary Moments Travel to you, constitutes a binding assurance or promise about the insurance. Please complete your travel insurance form, sign it and return it to us. If you decline travel insurance you will be required to sign form stating insurance was offered and you declined it. Extraordinary Moments Travel is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy.

**Additional Fees:** Additional taxes and surcharges (including carrier imposed surcharges) that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers.

**Responsibility:** We always do our best to make sure your travel arrangements are satisfactory. However, Extraordinary Moments Travel and its affiliates and their employees, shareholders, subsidiaries, officers, directors, successors, agents and assigns do not own or operate any entity which provides goods and services for your

travel including without limitation, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to Extraordinary Moments Travel or any of Extraordinary Moments Travel's affiliated entities.

**Liability:** Extraordinary Moments Travel is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, Extraordinary Moments Travel is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name Extraordinary Moments Travel affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by Extraordinary Moments Travel in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that Extraordinary Moments Travel is not liable for any consequential loss or damage.

**Passports:** All individuals departing from the United States of America must be in possession of a valid passport. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. You are responsible for confirming with the United States Department of State or representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. A government issued photo ID is required for travel within the USA.

**Travel Documents:** Travel documents including, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being nonrefundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking.

**Health and Special Requirements:** It is your responsibility to ensure you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. Please advise your consultant of any special requirements you may have, for example, special meals, medical requirements and so on.

**International Flights:** Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Please see the Department of Transport Disinsection Website for more information.

**Refusal of Service:** Service providers reserve the right to refuse service to travelers at their sole discretion and including without limitation if the traveler:

- Lacks proper documentation for the country of destination;
- Has a contagious disease;
- Is under the influence of alcohol, drugs or narcotics; and/or
- Manifests disruptive and/or unruly behavior.

Extraordinary Moments Travel assumes no liability for the acts of the service provider in refusing service.