

# Unique Journeys and Tours – Terms and Conditions

**PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR CONFIRMATIONS AND DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS.**

**Unique Journeys and Tours, Inc. dba Unique Journeys and Tours (or any of its affiliated entities) is referred to as “Unique Journeys and Tours”.**

**Emergency 24/7 Support:** Unique Journeys and Tours provides 24/7 Emergency Support services to our customers. Please refer to the emergency phone numbers provided for emergencies within 24 hours of departure or while traveling. For help outside the US, please first refer to your travel documents for local emergency help and next for the emergency line for Unique Journeys and Tours.

**Travel Agent Services:** Unique Journeys and Tours and its affiliated entities acts as a Travel Consultant only. We sell various travel-related products on behalf of numerous transport and accommodation service providers, including but not limited to airlines, coach, rail and cruise line operators, and hotels. Unique Journeys and Tours does not own, operate, manage, or control these independent suppliers of services and is not liable for their acts or omissions. Unique Journeys and Tours agrees to initiate and execute travel arrangements on the Traveler’s behalf and to arrange relevant contracts between the Traveler and the Travel Service Providers. All bookings are subject to the terms and conditions and limitations of liability imposed by these Travel Service Providers. Unique Journeys and Tours assumes no responsibility for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules nor do we have the authority to make any representation regarding their standard. A request cannot be guaranteed. Travelers understand and agree that Unique Journeys and Tours acts in good faith when interacting with Suppliers and that any legal recourse by the Traveler will be against the specific Supplier, not Unique Journeys and Tours.

**Important Pricing Information:** 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 a booking with Unique Journeys and Tours you expressly acknowledge acceptance of these conditions applicable to your purchase (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).

**Baggage Fees/Restrictions:** Additional fees for checked or carry-on baggage may apply. Limitations on size, weight or number of bags carried may have restrictions. Please contact your airline or refer to its website for detailed information regarding the baggage policies.

**Additional Fees:** Certain fees and surcharges that cannot be collected in advance of the Traveler's travel date may be charged locally by hotels, car-rental agencies and other suppliers. These fees are the responsibility of the Traveler.

**Payment Requirements:** Traveler agrees to make payments based upon the requirements of the suppliers and Unique Journeys and Tours. These include an initial deposit at time of booking, which is non-refundable, as well as final payment no less than 60 days before departure, unless otherwise stated or agreed to by the supplier. Some fares or services must be paid in full at time of booking. Unique Journeys and Tours accepts debit or credit card payments (MasterCard, Visa, American Express and Discover).

If for any reason, any travel service provider is unable to provide the services for which you have contracted, you agree to seek recompense with that particular supplier and not Unique Journeys and Tours. In the event payment has been made to Unique Journeys and Tours by credit card, you agree that you will not seek to charge back your payment to Unique Journeys and Tours. If Unique Journeys and Tours 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 owed, including service fees, to Unique Journeys and Tours via Money Order, Certified Check or Cash, immediately.

**Travel Insurance:** For your protection, the purchase of trip cancellation and travel accident insurance is highly recommended. However, no representation or description of the insurance made by Unique Journeys and Tours to you constitutes a binding assurance or promise about the insurance. Unique Journeys and Tours will offer travel insurance to a Traveler. If the Traveler declines to purchase travel insurance, a signed waiver stating that travel insurance was offered and declined by the Traveler will be required. Unique Journeys and Tours 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.

**Cancellation:** Please be aware that most travel bookings are non-refundable and canceled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. In any instance where Unique Journeys and Tours incurs liability for a cancellation fee or charge for any booking canceled by the Traveler, the Traveler agrees to indemnify Unique Journeys and Tours for the fee or charge. For this reason, trip cancellation insurance is strongly recommended (see above).

Cancellations initiated or requested by the Traveler(s) for any reason will result in a Cancellation Fee charged by Unique Journeys and Tours to the Travelers(s), in addition to any Cancellation Fees charged by the Supplier.

- For cancellation after deposit but before final payment, a \$100 per person Cancellation Fee will be assessed.
- For cancellation after final payment, a Cancellation Fee of 15% of the package total will be assessed.

You should discuss with your travel insurance provider if this fee will be protected by your coverage. Cancellation will NOT be processed until the appropriate Cancellation Fee is paid.

**Responsibility:** We will always do our best to make sure your travel arrangements are satisfactory. However, Unique Journeys and Tours 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 or 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 Unique Journeys and Tours or any of Unique Journeys and Tours affiliated entities.

**Liability:** Unique Journeys and Tours is not liable for any negligent or willful act or failure to act of any travel service provider or any third party. In addition and without limitation, Unique Journeys and Tours is not responsible for any injury, death, loss, delay, damage, or inconvenience to persons or property in connection with the provision of any goods or services whether resulting

transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also, be advised that certain foreign facilities may not offer amenities on a par with U.S. standards, including, but not limited to, air-conditioning facilities in public places, hotels and motor coaches.

If due to weather, flight schedules or other uncontrollable factors, the Traveler is required to spend additional night(s), the Traveler will be required to cover any additional costs including but not limited to air, hotel, transfer, and meal costs. Travel Insurance is recommended (see above).

Baggage is entirely at owner's risk. You may see the name Unique Journeys and Tours 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 Unique Journeys and Tours in any way.

Prices of tours are based on rates in effect at the time of booking (including foreign exchange rates) 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. Traveler agrees that Unique Journeys and Tours is not liable for any consequential loss or damage.

**Terms of Service:** Unique Journeys and Tours agrees to plan, organize and arrange a travel itinerary in keeping with the standards of our promotion as that translates to the unique needs of the Traveler, insomuch as we are able to do so. This includes preparation of an itinerary which accommodates the desires of the Travelers and the creative use of our expertise in determining ideal destinations.

- Unique Journeys and Tours cannot control the market price of any travel components and cannot be expected to meet unreasonable budgetary restrictions set forth by the Traveler(s). Unique Journeys and Tours is not responsible for price fluctuations or availability changes that occur during the planning process. Price and availability are never guaranteed until booked.
- Travelers agree to furnish Unique Journeys and Tours with the written or verbal information required by Unique Journeys and Tours. This may include government-issued documentation and comprehensive questionnaires and follow-ups. Unique Journeys and Tours agrees to maintain the utmost confidentiality and discretion regarding this information. Travelers understand that providing this information to Unique Journeys and Tours enhances our ability to plan a travel itinerary for the satisfaction of the Travelers. Failure to provide this information may impede the planning process.
- In view of the extensive time, effort and material expense that Unique Journeys and Tours undergoes to design a comprehensive vacation plan; the Traveler agrees to pay an up-front, non-refundable Trip Design and Planning Fee to Unique Journeys and Tours. The amount of the Planning Fee is strictly at the discretion of the consultant directly planning the vacation. Traveler(s) understand that Unique Journeys and Tours and its consultants are in no way obligated to perform any planning services without collection of the planning fee.

If after 90 days, Travelers fail to provide the requested information to Unique Journeys and Tours, then Unique Journeys and Tours may elect to terminate the Service Agreement.

Upon termination of the Service Agreement, Unique Journeys and Tours may elect to retain the Trip Design and Planning Fee collected if it is believed the service time has warranted compensation. If we do not feel that our time has warranted such compensation, we will apply the paid Trip Design and Planning Fee to a future vacation and will supply the Traveler with a voucher indicating as much. Such a matter will be at the sole discretion of Unique Journeys and Tours.

If Travelers decide to book their travel independently after submitting the required Trip Design and Planning Fee, they forfeit the Trip Design and Planning Fee and Unique Journeys and Tours bears no responsibility to further plan, purchase, book or advocate on the Travelers' behalf.

**Travel Documents:** All travel documents are issued with the understanding that they may be subject to certain conditions and restrictions, including but not limited to being nonrefundable, non-date-changeable, and subject to cancellation or amendment fees. These documents include, without limitation, airline tickets, hotel vouchers, tour vouchers, ground transportation tickets, or any other document used to confirm an arrangement with a service provider, whether the document is in printed or electronic form. Travel documents cannot be transferred to another person to use. All airline and other vouchers must be issued in the name of the passport/photo identity holder and must exactly match the Passport. Any errors in names, dates, and timings may result in an inability to use that booking and the booking being cancelled. Any additional fees incurred to correct errors in names, dates, and timings on Traveler documentation will be the responsibility of the Traveler, if not advised at the time of booking.

**Passports:** All individuals departing from the United States must be in possession of a valid passport. It is the Traveler's responsibility to ensure they are in possession of all required travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities of each of the countries visited on any itinerary in which travel outside the United States is offered.

Traveler is responsible for insuring all requirements for visiting foreign countries, as well as the requirements for the United States Immigration and Naturalization Service upon return to the United States, are met before departure. Any fines, penalties, payments, or expenditures incurred as a result of said documents not meeting the requirements of those authorities will be the sole responsibility of the Traveler. Government-issued photo ID is required for all travel within the United States.

**Health and Special Requirements:** It is the Traveler's responsibility to be aware of any health requirements for your travel destinations and that you carry all necessary vaccination documentation where needed.

Please advise Unique Journeys and Tours of any medical or health requirements that may be an inhibiting factor to long-distance travel, including dietary restrictions and allergies, mobility concerns, etc., so that the corresponding providers of travel services and products can be notified.

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

**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
- Has current or past legal convictions on their record.

Unique Journeys and Tours assumes no liability for the acts of the service providers in refusing service.

Privacy Policy: Unique Journeys and Tours is committed to protecting the privacy and confidentiality of your personal information. Click **here** to view our Privacy Policy.