

## **Terms & Conditions**

**Susan's Travel Services**, herein ("Company")

### **You, the traveler agrees:**

The worldwide COVID-19 coronavirus pandemic remains ongoing at this time, the traveler acknowledges that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which Agency has no control. The traveler further acknowledges that the supplier's own cancellation, rebooking, and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, the traveler understands that should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By depositing this itinerary, the traveler hereby agrees to hold this Agency harmless and release it from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans.

- Company does NOT own or operate any of the travel components.
- Name changes are not allowed on air tickets and must exactly match your full name on your passport or travel ID.
- All air tickets have change fees and most are nonrefundable without insurance. Schedule changes are common and Company is not liable for additional expenses caused by airline changes and layovers.
- Airline may charge additional luggage fees and carry-on fees.
- Passports must have 6 months left on them before expiration to reenter the USA.

- Company is not liable for injury, illness, or inclement weather while traveling.
- Passengers must review invoices promptly and report any itinerary or pricing discrepancies within 3 business days.

**CONSENT TO TERMS AND CONDITIONS:** Access to and use of the services of Company and our websites is subject to acceptance of these terms and conditions ("Terms and Conditions"). By accessing, using or obtaining any content, products, or services through our offices or through our websites, Customer agrees to be bound by these terms and conditions. If you do not accept all of these terms, and conditions, then please do not use our services or our websites. These terms and conditions govern the relationship between Company and you, the Customer. Prior to payment, Company requires all customers to review these Terms and Conditions, and if agreed, to execute this form.

**LIMITATIONS OF RESPONSIBILITY, DISCLOSURE, AND**

**RELEASE:** Customer understands and agrees that Company is not the source or supplier of the travel services requested, and acts solely as a sales agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent entity with its own management and is not subject to the control of Company. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and/or on their respective Web sites. All bookings are accepted by Company as sales agent for independent suppliers in Customer's itinerary. Additionally, optional cruise and tour excursions are included and/or will become available for purchase. TRAVEL ACTIVITIES CARRY

WITH THEM THE INHERENT RISK OF SERIOUS PERSONAL INJURY. The transportation, accommodations and other services provided by the identified sea, ground, and air suppliers, and other travel provider services offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including terms and conditions on their respective Web sites. Because Company does not have the right to control the operations of independent suppliers, IT IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, which may arise out of these services. Company is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any supplier or their respective employees, agents, servants, or representatives not under Company's control, including, without limitation, their failure to deliver or their partial or inadequate delivery of services, or adhere to their own schedules, or their cessation of services or bankruptcy, and/or failure to comply with any laws such as the Americans with Disabilities Act ("ADA"). The ADA is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers who need such assistance. Motorized scooters are unsuitable for most trips. Transportation services, including many tour motor coaches, are not equipped with wheelchair ramps. Customer agrees that Company shall not be liable for any accident, injury, property damage, or personal loss to Customer or to those traveling with Customer in connection with any accommodations, transportation, or other travel services or resulting directly or indirectly from any occurrences or conditions beyond its control, including, but not limited to, Acts of God, fire, volcanic eruptions and resulting ash, wind, acts of governments or other authorities, wars, civil disturbances, riots strikes, epidemics, quarantines, acts of terrorism, defects in vehicles, breakdown in equipment, strikes, theft, delay, wildlife, dangers incident to sea, land, and air travel, or cancellation of or change in

itinerary or schedules. Weather conditions, including but limited to the presence or absence of snow, sunshine, and rainfall, as well as the appearance or non-appearance of certain wildlife, are not guaranteed to occur or not occur, and are clearly outside of the control of Company. CUSTOMER HEREBY RELEASES Company FROM ANY AND ALL LIABILITY OR LOSSES FOR ANY PERSONAL OR PROPERTY DAMAGE SUSTAINED AS A RESULT OF CUSTOMER'S PARTICIPATION IN ANY ACTIVITIES AND ARISING OUT OF CUSTOMER'S PURCHASE OF TRAVEL SERVICES. Customer agrees to submit all claims against Company within 30 days after the return of Customer's trip. Customer agrees the courts in Placer County, CA will be the exclusive jurisdiction for all claims brought by Customer or Company, and Customer agrees to submit to the personal jurisdiction of those courts. If Customer proceeds against Company, Customer agrees Company has solely received a commission and perhaps a service fee for this transaction and Customer agrees and understands that any potential recovery from Company will be limited to the commission and service fee actually received by Company

### **HEALTH MATTERS, DEPARTURE TAXES, AND TRAVEL**

**DOCUMENTATION/INFORMATION:** Health matters, including but not limited to concerns related to norovirus, should be addressed to the following: a) the cruise line Customer selected, b) Customer's personal physician, and c) the Center for Disease Control. Customers traveling to areas where vaccination(s) are required are responsible to check medical requirements for wherever Customer may venture. Required or advised inoculations Customer decides to obtain upon the advice of Customer's personal physician may need to be administered in a series of doses months ahead of Customer's planned departure, and such time element should be taken into account by Customer when making deposits and/or non-refundable final payments. The Web site of the USA Centers for Disease Control site [www.cdc.gov/travel](http://www.cdc.gov/travel) provides additional information and relevant

recommendations. Every attempt has been made to include all taxes. In rare instances, certain departure taxes must be paid in cash only, upon entry or departure to or from a foreign country at the airport or cruise port, and may vary in price. It is the responsibility of the passenger to make Company aware when they are traveling on a passport from a country other than the USA. Travel Documentation Proof, such as passports, visas, and inoculation certificates remain each traveler's responsibility. If a passport is required, the expiration date should be at least 6 months following the return date of the trip. For further information, visit the USA State Department Web site [www.travel.state.gov/travel](http://www.travel.state.gov/travel), and the following sites [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov.us](http://www.faa.gov.us), [www.ustreas.gov](http://www.ustreas.gov), [www.cbp.gov](http://www.cbp.gov) on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States. Please note that government rules regarding entry and exit change on a daily basis. Very Important: Some destinations currently require that your passport will not expire within 6 months of the date of your itinerary return. All United States citizens are required to have a valid passport to travel anywhere outside the United States. This includes the Caribbean, Bermuda, Mexico, Panama, Canada, and on all cruises. Visas and vaccinations may also be required for some destinations. Remember, each child traveling with you requires individual travel documentation as well. (Caution: If any watermarks appear that will affect passport machine readers, replace it prior to travel date, OR YOU MAY NOT BE ALLOWED TO TRAVEL.) Important information: see <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm> f or notice of insecticides used by air carriers depending on itinerary.

**CANCELLATION:** Company reserves the right to treat the booking as canceled if the balance due is not paid on time. As a result of such cancellation, Company and each supplier's cancellation penalties will apply, which are detailed in Customer's travel documentation, supplier's Web sites and all digital properties. Cancellation fees will be charged to the credit card Customer authorized to pay for travel services, including cancellation fees, or deducted from the supplier's refund. Cancellation penalties imposed by travel suppliers are stringent, and are per person. Company strongly recommends that Customer visit the travel supplier web sites of the airlines, cruises, and ground operators in Customer's itinerary and view their individual cancellation penalties. Should Customer wish to cancel Customer's travel plans, Customer's right to a refund is limited by the supplier's terms and Company policies. If a refund is due, the supplier will credit Customer's credit card account the reimbursable funds due Customer and Company will charge Customer's credit card for the cancellation fee. Customer's credit card statement reference line may display "the name of the supplier" and may not reflect a description of this fee. Supplier(s) may change their cancellation policies at any time. (If Customer cancels while a tour/cruise/travel is in progress, there is no refund for the unused portion.) **Individual state laws, if any, regarding cancellations and refunds will also apply.**

#### **POTENTIAL PRICE INCREASES AND INSURANCE DISCLOSURE**

**CONSENT:** Customer understands that Company will make every effort to honor the price as originally quoted, however; under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components. Prior to full payment, prices including US air transactions (in, to, or from the US) could increase for certain travel services, including the following: a seat, carriage of passenger baggage, applicable fuel surcharge, or an increase in a government-imposed tax or fee. Prices including US air transactions will not increase after

making full payment, except for charges resulting from government-imposed taxes or fees. Certain suppliers reserve the right to increase prices to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Customer understands that Company advisors/travel consultants will make every effort to notify Customer of any pending cost increase of which they are made aware. If Customer (or anyone in Customer's party) decide to change any portion of confirmed arrangements prior to departure, Company will attempt to assist Customer (or anyone in Customer's party) at an administrative charge of \$50.00 per change plus any change fees charged by the suppliers of the trip components. By signing below, Customer expressly acknowledges acceptance of these conditions applicable to this purchase and authorizes Company to charge Customer's credit card for such additional amounts. This consent applies to all travel arranged by Company for Customer that includes scheduled US air transportation and may be revoked at any time with respect to future travel for which Customer may have not yet made payment. Five (5) years following the date of execution, this consent expires.

Company offers many optional products and services to enhance every travel experience. Options such as travel insurance are offered and recommended by Company to protect Customer and Customer's investment, but are NOT automatically included in the cost of Customer's travel purchase to protect against third party default, delay, interruption, cancellation, medical emergency, lost luggage, illness and more.

**TRAVEL CONSULTANTS / INDEPENDENT AFFILIATES:** Company does not employ any of the travel consultants. Travel Consultants are Independent Affiliates.

**I HAVE READ AND CONSENT TO THESE TERMS AND CONDITIONS AND AGREE TO REVIEW TRAVEL DOCUMENTS FOR ACCURACY**

**UPON RECEIPT. I UNDERSTAND I MAY CONTACT Company OR MY TRAVEL CONSULTANT WITH ANY QUESTIONS.**