

**BOOKING CONDITIONS**

**CONTRACTS WITH TRAVEL SUPPLIERS:** Journey Pacific, LLC acts as an agent for any travel arrangements for the suppliers of air and land services. The contracts to provide your travel services will be directly between you and the suppliers concerned. Since we have no control over the suppliers or their employees we cannot accept liability in relation to such arrangements and liability rests solely with the suppliers. Copies of relevant suppliers conditions, which will apply to your booking, are available upon request.

In the event of a supplier canceling or making changes to your booking we will endeavor to assist, but we regret we cannot accept liability nor can we be responsible for any costs or expenses you may incur as a result.

**MAKING YOUR BOOKING:** Once you have decided to book particular arrangements, the Passenger Information Form must be completed and signed by the lead passenger (who must be over 21 years of age) on behalf of the whole party confirming your acceptance of these Booking Conditions. The lead passenger will be responsible for all payments. Where we are in a position to do so we will confirm your arrangements immediately, upon receipt of the signed Passenger Information Form and the appropriate deposit/full payment as applicable. The contract comes into effect when a Confirmation Invoice is issued by or on behalf of, ourselves or the relevant suppliers. Sometimes, we are unable to confirm certain arrangements straight away (eg: where accommodation is only available on request). In this case, a contract for the services concerned will only come into existence once we have specifically confirmed that those services have been booked. In this situation, only a contract for the services we can confirm will come into effect when we issue a Confirmation Invoice. We and the suppliers reserve the right to change the prices of unsold vacation/travel arrangements, at anytime, before your booking has been confirmed. You will be given a current price at the time of booking. Prior to confirmation we and the service providers reserve the right to pass on in full at anytime any increase on vacation/travel arrangements which may be introduced by travel suppliers. We and the suppliers also reserve the right to correct errors at anytime before and after your booking is confirmed. Please ensure you check all details of your Confirmation Invoice and all other documentation (including tickets) carefully immediately on receipt and inform us straight away if anything appears to be incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept any liability if we are not notified of any inaccuracies in any documentation within 7 days of our sending it out.

**YOUR CONTRACT:** Your contract comes into existence when a Confirmation Invoice is issued by, or on behalf of, ourselves or the relevant supplier.

**PAYMENT:** A NON-REFUNDABLE deposit of \$200 per person is required at the time of making your booking. We strongly recommend that you purchase travel insurance and pay all applicable insurance premiums at the same time, to ensure that you are protected in the event of having to cancel your trip for reasons covered by the insurance policy.

Unpaid balances for your trip are due 6 weeks prior to departure. For bookings made within 6 weeks of departure, full payment, is required at the time of booking. Should your trip change cost due to currency fluctuation we will forward a further invoice. If payment is not made in full on time, we, or the supplier as applicable, reserve the right to treat the booking as canceled by you and apply the cancellation charges set out below. All monies you pay will be held on behalf of the supplier with whom you have a contract.

Payments may be made by check, cash, Mastercard, Visa, American Express or Discover. All prices are discounted for cash/check payment. Credit card payments incur an additional fee of 3% in some cases. For payments made within six weeks of departure, we require a certified or bank check, rather than personal check and late payment fee of \$25 will apply.

**AMENDMENTS BY YOU:** Should you wish to make any changes to your booking after it has been confirmed, e.g. changes to departure or return dates, destinations, hotels etc, you must advise in writing. While we will endeavor to assist we cannot guarantee we will be able to meet such requests. Where we can assist with such requests, and except where otherwise provided, an amendment fee of \$25 will be payable per person. For certain fares, changes cannot be made after the reservation has been confirmed, due to conditions set by the airline. Should you wish to make any amendments to these booking you will incur a 100% cancellation charge and any new arrangements will be treated as a re-booking. It is your responsibility to ask us for all details in the event of cancellation.

**CANCELLATION BY YOU:** Should you or any member of your party need to cancel your booking or any part of in once it has been confirmed, you must immediately advise us in WRITING. Cancellation charges are payable as set out below save where otherwise advised. These charges are calculated from the date written notice of cancellation is received by us. Insurance premiums and amendment charges are non-refundable in the event of your cancellation.

<b>Period before departure within which written notification is received.</b>	<b>Cancellation charges.</b>
43 days or more	\$200 per person
42-30 days	25% of trip cost
29-15 days	50% of trip cost
14-1 days	75% of trip cost
Day of departure and during tour	100% of trip cost

The \$200 non-refundable deposit is transferable to another vacation within 12 months.

In addition, other cancellation charges may apply dependent upon the type of ticket you are traveling on and for certain hotels, tours and cruises it is your responsibility to ask us for cancellation fees relating to your vacation.

**CANCELLATION BY US:** If transportation or other services are canceled by supplier all sums paid to us for services not performed in accordance with the contract between us will be returned to you. The sums will be paid within thirty days of us receiving the money from the vendor with whom the services were arranged.

**FORCE MAJEURE:** We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented by reasons of circumstances amounting to 'force majeure'. In these Booking Conditions 'force majeure' means any event which we or a supplier could not, even with all due care, foresee or avoid. Such events are likely to include war or threat of war, riots, civil strife, terrorist activity, industrial action, disease, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, governmental action and all similar events.

**COMPLAINTS:** In the unlikely event that you have reason to complain while away, you must immediately notify the supplier of the service in question. If they are unable to resolve the problem immediately, you should in addition contact us without delay and we will endeavor to assist. If you are still not satisfied on your return home, you must write to us with full details of your complaint within 10 days of your return. We will endeavor to deal with any continuing complaint as quickly and amicably as possible but are not responsible nor have any liability with respect to the conduct of any supplier.

**DELAY:** We regret that we are not in a position to render any assistance in the event of you being delayed at your outward or homeward points of departure. The airline concerned may however be able to provide alternative flights, refreshments etc.

**SCHEDULE CHANGES:** If we are notified, prior to your departure, we will endeavor to advise you of any relevant schedule changes to your itinerary. While we will endeavor to assist you with such schedule changes, we are not liable for any additional expenses you may incur through a change in itinerary.

**TICKET REFUNDS:** We will return unused tickets to the airline concerned for refund where possible. Upon receipt of refund authorization we will forward you a check less any applicable cancellation or administration charges. Please note refunds on part used and half return airline tickets are always less than the pro rata rate and in some cases have no refund value. Refunds usually take 6-8 weeks, but may take longer. No refunds will be given in respect of unused tickets or vouchers unless they can be obtained from the supplier. Where refunds can be obtained, there will be an administration charge of \$25 depending on the complexity and the value of the transactions.

**SPECIAL REQUESTS/FREQUENT FLYER:** If you have any special requests, please inform in writing at the time of booking. Although we will endeavor to meet any such requests we cannot guarantee to do so. Failure to do so will not be breach of contract on our part.

We cannot accept bookings which are conditional on the fulfillment of any special request. Please note that pre-bookable seat requests cannot be guaranteed and whilst we may receive seat numbers from an airline these will be provisional and may be changed at any time, without notification, at the airlines discretion.

If you are traveling on an airline and are a member of an affiliated frequent flyer program please provide us with your membership information at the time of making the booking. We cannot supply copies of tickets for post travel retrospective claims.

STATEMENT OF RESPONSIBILITY

1. I have read and understood all of the foregoing Booking Conditions and agree to the Booking Conditions.
2. I understand that the names I have given must match those on the travelers' identification.
3. FOR DOMESTIC TRAVEL: I understand that all travelers 18 years of age and older are required to show a government issued photo ID such as a driver's license.
4. FOR INTERNATIONAL TRAVEL: I understand that the traveler is ultimately responsible for knowing, securing and bringing the proper identification and/or Travel Visas (if required). I further understand that no refund will be provided if any traveler fails to possess proper documentation.
5. FOR INTERNATIONAL TRAVEL WITH MINORS: I understand that minors under 18 years of age must travel with the consent of both parents. If a minor is traveling with only one parent, that parent must have a notarized letter of consent from the absent parent, copy of sole custody document or death certificate of absent parent. If a minor is traveling without either legal parent, a notarized letter of consent must be signed by both parents. All children, including infants, require birth certificates, and photo ID is required for all travelers over the age of 18.
6. I understand that any flight schedules that have been reviewed with me are subject to change. I further understand that I am responsible for reconfirming with the airline 24 hours prior to departure.
7. I understand that I am responsible for any fuel surcharges imposed by the airline and will be prepared to pay them in cash at the time of check-in.
8. I understand that the hotel reservations as they have been explained to me. I understand that specific hotel room requests (e.g. non-smoking, bedding, location) cannot be guaranteed.
9. I understand the package inclusions as they have been explained to me.
10. I understand that if the tour operator must make a major change, such as hotel, destination or departure date, I will be notified as soon as possible.
11. I understand that cancellation fee will apply to my booking. I understand the cancellation fees and policy as they have been explained to me.
12. I have \_\_\_\_\_ accepted \_\_\_\_\_ declined travel insurance. IF DECLINED: I understand that, without insurance, the cancellation fees as they have been explained to me will apply even in cases of cancellation for the reason of injury, illness or death.
13. I understand that travel documents will be delivered to me approximately 7 days prior to departure unless other arrangements are necessary.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Passenger Name

\_\_\_\_\_  
Departure Date