

Last Updated: September 1st, 2022

Terms & Conditions

CONSENT TO TERMS AND CONDITIONS:

Access to and use of the services of Be Wanderful Travel, LLC (hereinafter referred to collectively as "BWT" and/or "Be Wanderful Travel" and/or "our/us" and/or the "Agency") and our website 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 our website, you, the purchaser and/or traveler ("Client" and/or "Customer" and/or "passenger" and/or "you/your" and/or "their") agree to be bound by these terms. PLEASE READ THE TERMS BEFORE USING THIS WEBSITE. These terms and conditions govern the relationship between Be Wanderful Travel and you, the Client. These terms restrict your rights and remedies and protect to Be Wanderful Travel. These also include warranty disclaimers and liability exclusions. By using this website, you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can choose to not use this website or Be Wanderful Travel offices. So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this travel agency and/or website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR BE WANDERFUL TRAVEL'S SERVICES. No alterations to these terms and conditions may be made by any BE WANDERFUL TRAVEL employee, authorized representative, or agent, unless in writing by an authorized officer of BE WANDERFUL TRAVEL.

LINKS TO OTHER WEBSITES:

Be Wanderful Travel may contain hyperlinks to websites operated by parties other than Be Wanderful Travel, LLC. Such hyperlinks are provided for your reference only. Be Wanderful Travel, LLC does not control such websites and is not responsible for their contents.

TRAVEL DOCUMENTS, INCLUDING TSA AND ACCEPTABLE IDENTIFICATION REQUIREMENTS:

It is the responsibility of each client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. Acceptable identification can be found at https://www.tsa.gov/travel/security-screening/identification. The name, date of birth, and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted unless authenticated and verified consent forms are provided to the authorities; please see https://www.us-passport-service-guide.com/minor-travel-consent-form.html for information regarding minor travel consent.

INDIVIDUAL ENTRY AND EXIT REQUIREMENTS:

Each foreign country holds different views of past criminal offenses, whether within or outside of its boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. It is never Be Wanderful Travel's intention to invade your privacy therefore we do not make such an inquiry. We highly recommend you check for current rules at the time of booking, and again before traveling. Also, be advised that certain countries will not admit a passenger if their passport expires within six (6) months

of the date of entry. Details of individual entry and exit requirements for each country can be found at https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html).

TRAVEL INSURANCE:

BE WANDERFUL TRAVEL OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR TRIP INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF THE CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD-PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded, and Be Wanderful Travel's and travel suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required to purchase any other product or service offered by Be Wanderful Travel. Employees of Be Wanderful Travel are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. Please read all travel insurance documents in full. All questions about coverage should be directed to the insurance supplier. An additional charge applies for travel insurance selected as indicated in your travel documents.

LIABILITY DISCLAIMER

The information, products, and services published on this website may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Be Wanderful Travel, LLC may make improvements or changes to this website at any time. In no event Be Wanderful Travel, LLC will be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this website, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

RISKS/SAFETY

The Smart Traveler Enrollment Program (STEP) is a free service by the Bureau of Consular Affairs to allow U.S. citizens and nationals traveling and living abroad to enroll their trip with the nearest U.S. Embassy or Consulate. Registration is recommended and provided by going to https://step.state.gov/step/. BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, BE WANDERFUL TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

PHOTOGRAPHIC RELEASE

Be Wanderful Travel may take photographs and/or videos of our trips and trip participants. Travelers and participants grant Be Wanderful Travel permission to do so and for us to use those photographs and/or videos for promotional or commercial use without payment of any compensation to the participant.

PAYMENTS & CANCELLATIONS

Payment & Deposit:

All reservations are to be paid in full at the time of booking. Payment plans may be available for reservations over 90 days away with a deposit. Deposits are due at the time of reservation. All deposits are non-refundable and non-transferable except where specified in your travel documentation. Unless otherwise defined during the reservation process, final payment is due before departure or consumption according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, excursions, and other travel service vendors) terms and conditions involved in your travel booking. Payments must be made using the link provided in your proposal and travel documents.

LATE PAYMENT:

A late payment fee of \$25 applies 10 days following your due date. 15 days after your due date, a \$50 late fee will apply. The applicable late fee must be included in your payment to bring your account current. Your reservation will be canceled if your payment is 20 days late. If the vendor allows your reservation to be reinstated, you will be required to pay Be Wanderful Travel a \$50 reinstatement fee for domestic travel, and a \$100 reinstatement fee for international travel, along with all applicable payments and fees to bring your reservation current. If final and full payment is not received by the final payment date, reservations are subject to cancellation, and deposits and payment shall be forfeited. **There is no grace period for the final payment, nor will late payments be accepted.**

REFUNDS:

There are NO REFUNDS once a booking is made and paid for unless otherwise indicated in your travel documentation. *While optional, Be Wanderful Travel strongly recommends purchasing Travel Insurance for all travel reservations*. All cancellation requests must be sent to Be Wanderful Travel in writing from the email address associated with your booking. As a result of a cancellation, Be Wanderful Travel's cancellation penalties will apply, which are detailed in your travel documentation. Cancellation penalties are advised at the time of booking and provided to you upon confirmation. If you have any questions, or if any penalties are unclear, please contact your Be Wanderful Travel agent. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from your refund, if applicable.

CHANGES TO CONFIRMED BOOKINGS (including name changes):

If you decide to change any portion of your confirmed arrangements before departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. Administrative charges of \$25 or more per change and per person are advised at the time of booking, provided to you upon confirmation, and depending upon the circumstances of the request. All desired changes must be made in writing to Be Wanderful Travel from the email address associated with your booking. Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. You must check the spelling of your name on all travel documents, electronic and/or hard copy. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee based on the airline's rebooking policy, ranging from \$50 up to the full value of the ticket. Be Wanderful Travel will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at info@bewanderfultravel.com.

CORONAVIRUS COVID-19 RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNITY AGREEMENT:

The 2019 Coronavirus – COVID-19 (hereinafter "Coronavirus") is a known and rapidly evolving pandemic that is affecting travel worldwide, with continued spread and impacts expected.

You, the Client ("Client" and/or "Customer" and/or "passenger" and/or purchaser and/or traveler and/or "you/your" and/or "their/they are"), are fully aware of the current global Coronavirus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.

You understand that it is your responsibility to check the latest travel information regarding this virus outbreak with the CDC: https://wwwnc.cdc.gov/travel/notices and https://www.cdc.gov/coronavirus/2019-ncov/travelers/.

The client understands that it is their responsibility to have travel insurance to ensure they have coverage for all medical needs and trip cancellation but understands that concerns or fear of travel is not a covered reason for cancellation relating to the Coronavirus/ Covid-19 and will be denied. Client holds Be Wanderful Travel LLC, its members, affiliates, and agents harmless (hereinafter referred to collectively as "BWT" and/or "Be Wanderful Travel" and/or "our" and/or the "Agency") for their election to not purchase travel insurance or any denial of claim by travel insurer as it relates to Coronavirus or any other claim under the policy.

Travel insurance generally only covers unforeseen events. Most insurers classified Coronavirus as a 'known event' as of late January 2020. Please note that some policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Client understands that they are bound by the terms of the insurance policy as it relates to Coronavirus/Covid-19.

Client is aware of the travel warnings, travel restrictions, and rules and understands the risks, in accepting these and holds the Agency harmless for any travel restrictions, death, illness, or cancellations by suppliers, hotels, airlines, cruise lines, tour

agencies, or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through. Client further agrees to hold Be Wanderful Travel harmless for any financial penalties or fees imposed by the suppliers, hotels, airlines, cruise lines, tour agencies, or any other travel provider due to cancellations or postponements due to Coronavirus/COVID-19 and agrees not to institute a credit card dispute or "charge back" to Be Wanderful Travel for said penalties or fees.

Client is aware that additional screening procedures and restrictions may occur at airports and in public areas. Client is aware that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.

Client is aware that it is their personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions about the Coronavirus and takes full responsibility for their actions about this.

Client understands and confirms that Be Wanderful Travel after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies provided by travel suppliers, including but not limited to airlines, hotels, cruises lines, tour agencies, transfer agencies, or any other provider involved in clients booking, but that said suppliers may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good-faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds Be Wanderful Travel harmless for any illness, injury, harm, and damages arising out of or relating in any way to the same, that may arise.

In consideration of the opportunity afforded to me and with full awareness and appreciation of the risks involved, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless and covenant not to sue to Be Wanderful Travel, its officers, employees, volunteers, agents, representatives, and any other person involved either directly or indirectly, from all claims, suits, expenses, attorney fees and demands of any nature (including negligence) caused by, deriving from, or associated with this trip. I make these covenants, releases, and waivers knowingly and voluntarily. It is further understood and agreed that this Coronavirus/COVID-19 Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be binding on my heirs and assigns and I sign it of my own free will.

I hereby acknowledge that this Agreement is binding by my signature for all travelers listed under this booking.