

## **TERMS & CONDITIONS**

These terms and conditions apply across all tours, but please note each tour also has additional terms and conditions specific to the actual tour. For this reason, you will find each tour's specific terms and conditions on the actual tour booking page.

### **CONTACT INFORMATION**

3375 Centerville Highway

PO Box 392286

Snellville, Georgia 30039

Tel: 470-632-7700

Email: [info@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com)

Website: [www.xtraordinarydestinations.com](http://www.xtraordinarydestinations.com)

### **BOOKING TERMS AND CONDITION**

Please read the following terms and conditions carefully, in conjunction with the tour specific terms and conditions. You must not accept any booking unless you understand and agree with the following terms and conditions. Once you have accepted the terms and conditions as part of the booking process, it is deemed that you have read, accepted and understood the terms and conditions for the booking.

### **RESERVATIONS**

All travelers are required to make their reservations in their full legal named that is listed on his/her government issued document when travelling. If for any reason you need to make any changes to your name after your travel documents have been issued, you the traveler are responsible for all name change/correction fees, if applicable.

### **CREDIT CARD TRANSACTIONS**

Xtraordinary Destinations, LLC accepts all major credit cards except Diners Card. A credit card surcharge may apply when paying by credit card and will be determined by credit card type. This will be advised at the time of booking.

If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider, and not against Xtraordinary Destinations, LLC, or any associated entity. If payment has been made to Xtraordinary Destinations, LLC by credit card, you agree that you will not seek to approach the credit card bank to charge back your payment to Xtraordinary Destinations, LLC.

### **DEPOSIT AND BALANCE OF PAYMENT**

All payments to Xtraordinary Destinations, LLC are non-refundable and non-transferable. A non-refundable deposit will be payable at the time of confirmation. Full payment is required 60-90 days and some suppliers may request full payable 120 days before the

departure date. Failure to pay the full amount by the due date may result in a late payment fee and/or cancellation fee, as determined by Xtraordinary Destinations, LLC.

## **MINIMUM MONTHLY PAYMENT INSTALLMENTS**

Once a reservation is secured with a deposit, a minimum monthly payment installment must be received monthly or the reservation may be cancelled, and all previous payments will be forfeited. The amount of the minimum monthly payment installment will be provided on the initial invoice.

## **LATE MONTHLY PAYMENTS**

If a monthly installment cannot be made, the traveler should email Xtraordinary Destinations, LLC at [info@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com) no later than midnight (est.) the day before the payment is due, so we are made aware of the situation. A specific date when you can make the payment must be included in the email; otherwise, your reservation may be canceled. All late payments must be approved by Xtraordinary Destinations, LLC.

## **ROOMMATE PAYMENTS**

Roommates must complete separate registration forms and submit their deposits within 24 hours to secure a reservation. Once the registration forms and deposit are received each roommate can make separate payments. All roommates must state who will be sharing rooms on the registration form. It is all the roommates' responsibility to ensure that their fellow roommates are making their monthly payments to avoid having the reservation occupancy rate being adjusted to match the number of travelers occupying the room. In this case, the remaining roommate(s) are responsible for paying the difference in price for the new adjusted occupancy rate. A summary of a roommate's payments can be provided upon request.

## **FINAL PAYMENT DUE DATE**

The final payment due date will be clearly marked on the booking itinerary. It is the responsibility of the traveler to make the final payment before or by the due date. Failure to make the final payment by the stated due date will result in automatic cancellation of the reservation and all previous deposits will be forfeited unless insurance is purchased. If insurance is purchased, the insurance guidelines will apply based on the supplier. All late payments must be approved by the Xtraordinary Destinations staff. A Final Payment Deadline Extension Request fee of \$25 must be paid for payment extension request, all payments received after the final due date and before the final payment will be submitted.

## **DECLINED PAYMENTS**

A declined payment will not be automatically resubmitted. If the payment is declined, an email will be sent to request another form of payment. After the second declined payment the reservation may be cancelled, and all previous payments will be forfeited.

It is the responsibility of the traveler to ensure the correct credit card payment information has been submitted, which includes the following: credit card holder's name, billing address, phone number, credit card type, credit card number, expiration date and three-digit security code.

## **TRAVEL INSURANCE**

Travel insurance is not included in our prices for the packages. We strongly recommend that each traveler should purchase travel insurance at the time of booking to cover himself/herself against any unexpected loss of monies paid in the event of cancellation due to illness or other unforeseen circumstances; as well as for medical expenses, loss due of missed/cancelled/delayed flight/loss of passport/baggage, etc., and other unexpected expenses incurred while traveling.

## **PASSPORTS AND VISAS**

It is your responsibility to ensure that your passport is current. All international travelers require a current passport with at least 6 months validity. Passport and visa requirements are not Xtraordinary Destinations, LLC's responsibility. We are not liable for any loss or expense due to a traveler's failure to have a valid passport or visa. We will advise on procedures for obtaining a visa (if applicable) and provide any assistance if required. For security reasons, airlines require your name appear exactly as it appears on your passport. It remains your responsibility to advise these details. If you do not provide the correct information and we have to re-issue airline tickets or other documentation, we will be compelled to pass on any additional costs to traveler.

## **SINGLE TRAVELER/ROOMMATE MATCH**

If you are travelling alone and wish to share a room, we will make every effort to match you with another single traveler. You will be matched with a roommate once both parties have paid more than 80% of the balance of their travel reservations. Once the requirements are met by both parties you will receive an email that will contain the full name, email address and profile of your travel partner.

We accept no responsibility for the suitability of the travel partner. If at any time during the tour you consider the travel partner to be unsuitable, we will arrange single accommodation (if available) the additional cost of which will be borne by you. If we are unable to find a travel partner prior to departure, you will be required to pay the applicable single fee rate for the tour.

## **GROUP BEHAVIOR**

To ensure the desired group harmony, Xtraordinary Destinations, LLC reserve the right to refuse to accept or retain any person whose behavior is deemed likely to affect the smooth operation of the tour, including, but not limited to, travelers who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or

to return home, will necessarily be borne by the traveler. All unused services are non-refundable.

## **REFUNDS**

No refund will be given for any pre-booked accommodation, coach tours or other pre-booked services or other travel which is not utilized. Travers who do not conform to the itinerary will not be entitled to refunds for any parts of the tour missed and no variations are allowed. No allowances or refunds will be made for lost or unused tickets or hotel coupons.

## **WAIVER**

While on tour there may be instances where you may wish to join the tour escort for activities in free time outside the tour program which may involve catching taxis or using public transport to shopping/dinner locations or other destinations chosen at the time. The tour escort and Xtraordinary Destinations, LLC will not be liable for any accident, injury, death, property damage or loss in relation to such activities. By signing the booking form, you agree to take part at your own risk. This waiver also covers participation in any "optional tours."

## **RESERVATION CHANGES**

Changes to an existing reservation up to the Final Payment Date, whatever the cause, will incur a \$50 per person change fee, potential loss of any supplier fees (such as non-refundable event tickets, park permits, and sea cruise reservations) plus any costs for replacement services. On/after the Final Payment Date, the \$50 change fee is no longer valid, instead cancellations terms apply. This includes name changes\* and removal of any services such as optional tours and transfers. \*Please note that name changes to airline reservations are subject to full cancellation and rebooking. See Airline Name Changes section for specific information. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Changes policy. Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the passenger to the service provider. There are no refunds for unused services.

## **TRAVELERS WITH DISABILITIES**

In order to fully enjoy your Xtraordinary Destinations, LLC tours, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight, hearing or mobility impairments, are required to notify Xtraordinary Destinations, LLC prior to reservation for review and our agreement. Additionally, the participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, transfer or ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must always be able to understand and follow instructions given by the Destination Host, both for the successful operation of the tour as well as for their personal safety. Xtraordinary Destinations, LLC reserves the right to

reject participation or remove any individual from a tour in the event that notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. Escorted tours are fast pace, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Xtraordinary Destinations, LLC can suggest touring options based upon specific requirements.

### **WHEELCHAIRS & WALKERS:**

- U.S. Tours - Pursuant to the Americans with Disabilities Act (the ADA), Xtraordinary Destinations, LLC seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Xtraordinary Destinations, LLC of their accessibility requirements prior to booking for Xtraordinary Destinations, LLC to determine if reasonable accommodations are available. Xtraordinary Destinations, LLC will endeavor to accommodate special access needs, but does not guarantee that it will be able to do so in all cases.
- International Tours - Hotels, transportation providers, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators/lifts to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches, river cruises or other forms of transportation.

### **SERVICE ANIMALS**

Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should communicate all special needs with Xtraordinary Destinations, LLC prior to booking a tour.

### **AIRLINE BOOKING**

Xtraordinary Destinations, LLC offers a choice of airlines and airfares for your convenience but is not responsible for the services and policies imposed by the airline selected. Airline schedules and flights are subject to change without notice. Xtraordinary Destinations, LLC is not responsible for penalties incurred for tickets, international or domestic, not issued by Xtraordinary Destinations, LLC due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should Xtraordinary Destinations, LLC deem it necessary, may be rebooked to match minimum

connecting time requirements and/or tour package itineraries, in which case you will be notified immediately.

## **AIRLINE CONTACT INFORMATION**

Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Xtraordinary Destinations, LLC with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, and email data for all passengers. Passengers must ensure that names are correctly listed on their invoice. Xtraordinary Destinations, LLC will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

## **AIRLINE NAME CHANGES**

Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. Xtraordinary Destinations 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@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com).

## **AIRLINE TAXES & SURCHARGES**

If you purchased airfare, airline taxes and surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or increased surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

## **AIRLINE TICKETS**

Once full payment is received, Xtraordinary Destinations airline tickets will be issued and are fully non-refundable. Should airline tickets require to be issued earlier than the Final Payment Due date, you may be required to pay a larger non-refundable deposit and/or complete full payment. Once issued, some Published Instant Purchase Airfare tickets may be changed prior to the departure date and the airfare applied toward travel within 12 months of the original date of issue for a fee of \$200 or more plus any difference in airfare; however, some tickets are non-changeable; specific fees and policies may vary by airline. Please note that some airlines do not accept all major credit cards for payment of Published Instant Purchase Airfare.

## **AIRLINE SEAT ASSIGNMENTS**

As a courtesy service, airline seat assignments are requested on your behalf and are displayed in order of Passenger #1, #2 and so on. Assignments reflect the best available seats at the time of booking. Some airlines and/or fare types do not allow for pre-seating and require this be done at airport check-in only; in this case, the display shows "N/A". Seats are subject to change by your airline(s) including, for example, when there is a schedule change or equipment change after your initial booking; this may cause seat assignments to be changed or even cancelled. If you change seat assignments directly with your airline, changes will not be reflected on this display. At the time that Xtraordinary Destinations documents are issued, the currently assigned seats will be listed based on the assignments stored in your airline reservation at that time. Should you have questions regarding your assignments, please write to us at [info@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com).

## **AIRLINE FREQUENT FLIER PROGRAMS**

Passengers are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discounted or promotional airfares as well as some code-share flights are not eligible for mileage accrual. Not all published airfares are eligible for mileage. Xtraordinary Destinations will record frequent flier numbers when provided by the passenger prior to travel documents being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades.

## **AIRLINE SCHEDULE CHANGES**

In the event of an airline schedule change, Xtraordinary Destinations will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Xtraordinary Destinations is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Xtraordinary Destinations is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passenger's responsibility to advise Xtraordinary Destinations of amended flight details in writing at [info@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com). Xtraordinary Destinations cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

## AIRLINE BAGGAGE

Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs. (23kg). Smart Bags with a USB charging port, GPS tracking device and other high-tech features are prohibited as checked or carry-on baggage unless the bag is made with removable batteries and the batteries are removed and stored separately. Many airlines apply charges for checked bags including flights which begin and end within the USA. Xtraordinary Destinations avoids the most inexpensive airfare options commonly known as Basic Economy airfares which typically do not include any checked bags nor seat assignments before the day of departure. However, for some airlines, other airfare categories also do not include checked baggage. This will be clearly displayed in our airfare selection and on your invoice. Where available, we highly recommend selecting airfares which include at least 1 piece of checked baggage. Xtraordinary Destinations, LLC is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. Checked baggage allowances displayed on reservation details and invoices reflect the applicable allowance at the time of booking but are subject to change by your airline(s). If your luggage is lost or damaged by the airlines, a baggage claim form **MUST** be filed with the carrier before leaving the airport. **We recommend that you use brightly colored luggage tags, straps or other identifiers to help you locate your luggage upon arrival or to describe it if your luggage is lost.**

## HOTEL ACCOMMODATIONS

All rooms are standard twin-bedded (two single beds) rooms with private facilities, unless you have specifically requested and paid for an upgraded room category or unless an upgraded room category is indicated in your program. Room selection in all cases, unless otherwise reserved, is strictly at the discretion of the hotel's management on a run-of-house basis. Special requests such as bed types, smoking preference and connecting rooms are subject to availability. Triple rooms consist of standard twin beds or one double bed plus a sofa/folding bed or cot for third person except in the U.S. and Canada, where triple rooms often consist of two double/queen beds for three persons; a fee may be charged by the hotel for the addition of a cot/rollaway. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most four-and-five star hotels, use of air-conditioning abroad differs greatly from the United States. Many European and Canadian hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. Hotel room internet service is included but the service standard cannot be guaranteed. All hotel rates are based on Xtraordinary Destinations, LLC's agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 3:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration for late night flights. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

## **HOTEL & CRUISE PROFILES**

Xtraordinary Destinations, LLC's hotel and cruise ship profiles are based upon information provided to Xtraordinary Destinations, LLC by hotel and cruise ship partners and their representatives, including images and descriptions of individual properties. Star-ratings may differ from country to country. Xtraordinary Destinations does its best to maintain current information, however, is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

## **MEALS**

As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu, unless an alternative arrangement is specifically indicated in your program. Although Xtraordinary Destinations, LLC cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 72 hours prior to departure at [info@xtraordinarydestinations.com](mailto:info@xtraordinarydestinations.com).

## **TRANSFERS**

Transfers are included as indicated for each tour by car, minibus, or motor coach. Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays. Xtraordinary Destinations, LLC or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable, and any additional expenses will be your responsibility.

## **SIGHTSEEING & ITINERARY**

Escorted tours are operated by motor-vehicle, its size dictated by the number of participants. Xtraordinary Destinations, LLC tours have been designed to accommodate individuals as well as groups. The number of participants may vary during the tour, as Xtraordinary Destinations, LLC accommodates travelers arriving on different airlines and on different days of the week. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates.

It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a “no-show”, in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants.

On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods,

and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations however Xtraordinary Destinations, LLC will decide based on the conditions whether to amend an itinerary. Xtraordinary Destinations, LLC itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

## **ENGLISH LANGUAGE**

All commentary and instructions will be provided in English only. For maximum enjoyment and understanding, you should be able to understand, read and speak English.

## **CAR RENTALS**

Xtraordinary Destinations, LLC is not responsible for the services and policies imposed by car rental companies. It is important to review the details of your rental agreement provided locally. Car rental companies typically require drivers to provide a valid license, major credit card and meet a minimum age requirement. Additional fees may apply for changes in rental length, drop off location, additional drivers and optional additional insurance coverages. Passengers are responsible to become familiar with local traffic laws and road signs. Xtraordinary Destinations, LLC is not responsible for any expenses, fines or administrative fees for traffic violations, damage to the vehicle, theft of items inside the vehicle or of the vehicle itself.

## **NON-OPERATION OF ESCORTED TOUR**

Escorted tour packages are based upon a minimum number of participants. Xtraordinary Destinations, LLC reserves the right to cancel or reschedule any escorted tour or individual booking for any reason including insufficient demand or events beyond our control. Cancellation will be advised at least 30 days prior to the tour's departure, and all money will be refunded. Xtraordinary Destinations will not be held responsible for any costs relating to the issuance and/or cancellation of airline tickets or visa fees. Voluntary cancellations due to political instability, acts of terrorism, government intervention or US State Department warning will be subject to the above fees, provided the program is deemed (by Xtraordinary Destinations, LLC) able to continue.

## **LUGGAGE (ESCORTED TOURS)**

All Xtraordinary Destinations escorted tour buses allow one piece of luggage per person, plus carry-on bag. Additional baggage will be subject to a handling charge of \$100.00 per piece. As Xtraordinary Destinations will not be responsible for loss or damage to luggage and personal belongings, you **MUST** report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

## **HEALTH REQUIREMENTS**

Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon written clearance by an accredited medical facility that the guest can participate in the remaining activities of the tour will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Travel protection plans will only consider coverage with documentation and receipts for services provided by legally qualified health-care facilities, and in accordance with policy terms.

Please note that some countries may require aircraft cabin insecticide treatment for inbound foreign flights. A list of such countries is available at: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

## **TRAVEL SAFETY ADVICE**

We strongly recommend that all traveler's review the destination country's specific information at <https://travel.state.gov/content/passports/en/alertswarnings.html>.

## **WEAPONS**

Are not permitted on any tour including, but not limited to, firearms, knives, mace, brass knuckles, and other weapons of any type.

## **CUSTOMER SERVICE**

All customer service issues must be submitted in writing. Please notify us within 30 days following your return. Claims for refund of undelivered services must be accompanied by payment receipt(s) and local documentation. There will be no refunds for unused package tour services or features, including missed transfers due to airline changes and/or missed flights, unused meals, missed sightseeing tours, unused entrance fees, and accommodations. Airline flight cancellations and delays for any reason are not the responsibility of Xtraordinary Destinations. Submit your claim directly to the airline. Xtraordinary Destinations does not guarantee airline response. Complaints regarding a hotel's standards or amenities should be addressed directly with the hotel's management. Refunds are not normally considered by hotels if they were not given an opportunity to address those complaints locally. Processing of claims will take up to eight weeks from the date Xtraordinary Destinations receives relevant documents. Refunds are processed to the credit card(s) originally used for payment, up to the total amount paid, with any remaining balance paid by US dollar check. These terms may not be changed by anyone other than an authorized representative of Xtraordinary Destinations and must be documented in

writing. Xtraordinary Destinations is not obliged to guarantee promises (written or verbal) made by local hotel staff, tour guides, or any other persons not under direct employ of Xtraordinary Destinations.

## **PASSENGER AGREEMENT**

All passengers are required to complete a Passenger Agreement prior to travel and, by so doing, formally accept Xtraordinary Destinations, LLC's Terms & Conditions, Release from Liability, Assumption of Risk and Binding Arbitration Agreement. Passengers booking online will be required to complete the Passenger Agreement at the time of booking. Passengers booking via telephone will be provided a verbal review of the Passenger Agreement which will be delivered via email shortly after the time of booking. Customers who are unable to receive and complete their Passenger Agreement via email may request the Agreement be provided via fax or mail. Travel documents will not be released without a completed Passenger Agreement. Xtraordinary Destinations reserves the right to cancel bookings and return deposits without a completed Passenger Agreement.

## **RELEASE FROM LIABILITY**

Xtraordinary Destinations, LLC, its shareholders, directors, officers, employees and affiliates, (collectively "Xtraordinary Destinations") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. Independent contractors may utilize the Xtraordinary Destinations' logo on signage or uniforms solely for identification purposes which does not signify Xtraordinary Destinations ownership, management or control. As a result, Xtraordinary Destinations is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third-party.

Without limitation, Xtraordinary Destinations is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, diseases and dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Xtraordinary Destinations. In addition, I release Xtraordinary Destinations from its own negligence and assume all risk thereof.

## **ASSUMPTION OF RISK**

I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, or insects, the negligence of Xtraordinary Destinations, LLC, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Xtraordinary Destinations, LLC and agree to hold harmless and release Xtraordinary Destinations, LLC from claims of third-party negligence.

I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Xtraordinary Destinations, LLC or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

## **BINDING ARBITRATION**

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Georgia law and will take place in Gwinnett County, Snellville, GA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

## **CUSTOM GROUPS**

These Terms & Conditions apply except where modified in the Group Proposal and/or Group Confirmation

## **USE OF WEB SITE:**

Xtraordinary Destinations, LLC offers you the traveler use of our website at [www.xtraordinarydestinations.com](http://www.xtraordinarydestinations.com) on the condition of your acceptance without modification of the terms, conditions, and notices contained herein. Your use of [www.xtraordinarydestinations.com](http://www.xtraordinarydestinations.com) constitutes your agreement to all such terms, conditions, and notices.

## **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. Xtraordinary Destinations, LLC may make improvements or changes on this website at any time. In no event shall Xtraordinary Destinations, LLC 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 website, or otherwise arising out of the use of this website.

## **LINKS TO OTHER WEBSITES**

[www.xtraordinarydestinations.com](http://www.xtraordinarydestinations.com) may contain hyperlinks to websites operated by parties other than Xtraordinary Destinations, LLC. Such hyperlinks are provided for your reference only. Xtraordinary Destinations, LLC does not control such Websites and is not responsible for their contents.

## **PHOTOGRAPHIC RELEASE**

Xtraordinary Destinations, LLC may take photographs or videos of its trips and trip travelers and travelers grants Xtraordinary Destinations, LLC permission to do so and for Xtraordinary Destinations, LLC to use said photographs and/or videos for marketing, flyers/brochures, promotional events and/or commercial use without payment of any compensation to the travelers.

## **VOLUNTARY PARTICIPATION**

I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Xtraordinary Destinations, LLC marketing supplements or brochures or website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

## **ACCEPTANCE AND VOLUNTARY EXECUTION**

I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Xtraordinary Destinations, LLC and agree on my own free will. By checking the Passenger Agreement box, I agree to these Travel Terms & Conditions and Xtraordinary Destinations, LLC's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself and, each member of my traveling party and any minor children accompanying me.