

## TERMS AND CONDITIONS

To help us provide you with the very best services at the lowest possible prices, and to avoid confusion and misunderstandings, we ask that you read the terms and conditions below carefully and note our policies. The terms & conditions below are general in nature and apply to the majority of our programs. Deposit amounts, change/cancellation fees do vary by program.

### Passports & Visas

**PASSPORTS:** Passports are required for all U.S. citizens traveling abroad and should be valid for at least 6 months after your date of return. Many countries will not allow you to enter their borders if you do not have at least 6 months of remaining validity on your present passport. Friendly Planet Travel recommends that all passengers traveling to all destinations outside of the U.S., including the Caribbean, be in possession of a valid U.S. passport.

Due to TSA requirements, you must enter all traveler names on your reservation exactly as they appear on the traveler's passport(s). If accurate information is not provided, vendors may charge penalties to make corrections, or may deny boarding.

For some packages, you must send color copies of each traveler's passport photo/signature page within 14 days of your booking or with your final payment; whichever is earlier. If we do not receive this promptly, your reservation may be subject to additional fees and/or cancellation.

**VISAS:** Travel visas are required for many countries visited. It is the responsibility of each traveler to secure the necessary travel documents for each country visited before departure. Please see our listing of visa requirements by country. Travelers who are NOT U.S. citizens should check with the consulates of all countries visited for entry and document requirements before departure. Friendly Planet Travel shall not be held responsible for any charges, trip interruptions, or cancellations due to incorrect or missing visas.

Please see the [passport & visa requirements](#). Travelers who are NOT U.S. citizens should check with the consulates of all countries visited for entry and document requirements before departure.

### Purchase Requirements

**Flight Origination:** Any booking made using our online booking system for flights which originate outside of the U.S. or Canada will not be ticketed and will be cancelled the next business day.

**Minimum Purchase:** Minimum purchase via [www.friendlyplanet.com](http://www.friendlyplanet.com) is 3 night's hotel stay or 2 night's hotel stay with airfare. No sightseeing and/or transfer only bookings are permitted.

### Reservations

#### DEPOSITS/FINAL PAYMENTS:

Independent/Flexible date programs: \$200 per person plus any prepayment required by suppliers for their services will also be collected at the time of booking. (Example: Many fares require full payment at the time of booking and are non-refundable).

Scheduled departure Tour/Cruise programs: Generally a per-person deposit of \$300 is required but this amount could be higher based on the tour program being purchased. In addition to the standard deposit, full payment of any air tickets requiring instant purchase will also be required.

All deposits are non-refundable except in the rare case where we are unable to confirm a component of your reservation.

You can make your payment with your VISA, MasterCard, Discover or American Express card. You may divide the required payment amongst up to 3 different credit cards. You may pay your deposit by check however no space can be held until we receive your deposit. For this reason we recommend that you mail your check via overnight delivery.

**FINAL PAYMENTS:** Final payment of any balance remaining after completion of your reservation is generally required 75 days prior to travel (Varies by package).

You may make your final payment with your credit card via our [secure payment form](#) or you can make your payment by check (personal check, cashier's check or money order). To pay by check, make it out to *Friendly Planet Travel* for the amount indicated on your invoice and mail it to our [office address](#) (by overnight delivery, if necessary) so that we receive it by the payment due date. Be sure to mail your final payment so that it reaches us by the due date. Late payments are subject to a \$50 late payment fee. If the final payment is more than 15 days late, your reservation will be automatically cancelled and your deposit will be forfeited.

All prices listed are in U.S. currency. Payments must be made in U.S. currency or a conversion fee may apply.

**PRICING:** All published prices are based on double occupancy rooms or cabins unless otherwise noted. Prices may reflect an early booking discount and/or a coupon discount, which may only be valid for a limited time. Advertised prices are the best available on the least expensive travel dates, departure city, hotel options (where applicable) and do not include optional excursions or other optional items. Your price may vary based on your selection of travel dates, departure city, hotels, and other options during the booking process.

Published prices and availability are subject to change. Once you complete your reservation with the required deposit, and your package and all components are confirmed, the package price is guaranteed. However, should you later request a [change](#) to your reservation; the price may change due to availability as well as any change fee or penalty related to your change. [More about our prices.](#)

**DOCUMENT DELIVERY:** Your final travel documents will be sent to you via email approximately 14 days prior to your departure.

**MATERIALIZATION:** Many of our scheduled departure tour/cruise packages require a minimum number of passengers to operate. In the unlikely event that a specific departure must be cancelled due to lack of participation, we will notify all confirmed passengers prior to the final payment due date, and offer alternate dates of travel or a full refund. Please do not purchase any domestic connecting flights, or other services which are independent upon the operation of your package, until this time.

**SUBSTITUTION OF HOTELS:** [scheduled departure tour/cruise packages](#) Friendly Planet Travel makes every effort to confirm the properties as listed in the tour itineraries. In the rare case that we are unable to confirm a particular hotel, we reserve the right to substitute a property of equal or better quality.

### **Included Services**

**INCLUDED SERVICES:** Varies by package; see the "included features" list on the package page.

**NOT INCLUDED:** For most of our programs, unless otherwise noted, the following items are not included in advertised package prices:

- Excess baggage fees
- Advance seat reservations
- Entry visa fees
- Optional extensions & excursions
- Personal, baggage & travel protection
- Gratuities
- Beverages
- Items not specifically mentioned in the "included features" list
- Any items of a personal nature

**UNUSED SERVICES:** Unused services cannot be refunded once the trip has begun. No refund can be made for absence by travelers from any part of the itinerary or selected options.

### **Deposit Amounts / Change Fees / Cancellation Fees**

#### **Independent/Flexible date packages:**

**Changes:** Any changes to your reservation once deposit has been remitted will incur a \$50 per person/per change processing fee from Friendly Planet Travel in addition to any penalties/fees or additional costs assessed by the vendors. All changes must be made with our call center.

**Cancellations:** All cancellations must be made in writing to our [office address](#). There is no refund for unused services once travel has begun.

The following cancellation fees will apply:

Up to 61 days prior to travel - \$200 per person in addition to any applicable vendor fees.

60 days - 15 days prior to travel - \$300 per person in addition to any applicable vendor fees.  
14 days - 00 days prior to travel - \$350 per person in addition to any applicable vendor fees.

**Scheduled departure tour/cruise packages:** (all dollar amounts listed are per person)  
Deposit amounts vary by tour. Please see tour page for deposit amounts.

Change Fees:

CHANGE FEES (per person)			
Airline seat upgrades (e.g. Business Class)	Difference in airfare		
Change to departure/return airports	Difference in airfare (plus any additional transfers or hotels, if necessary)		
Name changes	\$ 50	+	Any airline fees
Early departures/late returns	\$ 100	+	Any additional costs or fees for airfare, or vendor fees
Most other changes	\$ 150	+	
Changes that affect flights <i>after tickets have been issued</i>	\$50-\$150	+	New airfare plus any other airline or vendor fees
Changes less than 75 days prior to departure	Generally not allowed		

Cancellations:

All cancellations must be made in writing to our [office address](#). There is no refund for unused services once travel has begun. Please view specific [cancellation penalties for each of our packages](#).

### Air Transportation

Most of our tours & packages include flights by scheduled carriers from one or more designated U.S. cities. For some packages, we may be able to arrange flights from other cities for an additional cost; see the package page or [contact us](#) for details, prices and availability.

Some of our scheduled departure tour/cruise packages may also offer a "land-only" option without flights. If you select this option, you must arrange your own flights and are responsible for meeting our group at the first city or port, and the terms below regarding flights do not apply.

**RESERVATIONS:** For many tours, our system will confirm flights for you from your selected gateway during the booking process. For some tours we confirm flights with the carrier once your reservation is completed. If any flights are unable to be confirmed your confirmation will note that the air component is not confirmed and we will get back to you within 1-2 business days with confirmation.

**TICKET ISSUANCE:** Tickets are usually issued after final payment. Once issued tickets are non-refundable and non-changeable.

In some cases airlines may require us to issue the tickets prior to the package's final payment due date. Instant purchase published fares require ticketing within 24 hours and payment will be required at the time of booking.

**SCHEDULES:** Actual airline schedules are either displayed during the reservation process or included in your confirmation packet. Airline schedules and flights are subject to change at any time without notice. We are neither responsible nor liable for any costs resulting from a change in airline schedules. This includes, but is not limited to: change or cancellation penalties incurred for tickets, international or domestic, not issued by Friendly Planet; additional nights of hotel before, during, or after the scheduled flight; and additional airport transportation. Under no circumstances shall we be liable for any special, incidental or consequential damages arising from the foregoing. We recommend that passengers reconfirm their flight times 72 hours prior to departure.

**AIRPORT TAXES:** U.S. departure taxes & fees and Sept. 11th Security Fee as well as any applicable fuel surcharges are included in our package prices.

**UPGRADES:** Upgrade to Business class or First class airfare is possible in some cases. Please contact our reservations staff for rates and restrictions.

**BAGGAGE:** Many airlines apply charges for checked bags and some are also now charging for carryon bags as well. For a complete list of carriers with links to their baggage policy please visit our [Baggage Allowance](#) page.

**ADVANCE SEAT RESERVATIONS:** Airlines typically assign seats when you check in, within 24 hours of departure. Most of our airline partners allow seat reservations earlier than this, but some charge fees for this service in economy class. When advance seat reservations incur a fee, these requests must be made and confirmed directly

with the airline, rather than through Friendly Planet. Please see our [Advance Seat Reservations](#) page for more information.

**FREQUENT FLYER MILES:** Travelers are responsible for contacting carriers directly to determine if their reservation is eligible to accrue awards points/miles and to insure their membership information is correctly entered. Not all flights and/or classes of service are eligible for mileage accrual.

### **Accommodations/Extensions – Scheduled departure Tour/Cruise Packages**

**ACCOMMODATIONS:** Our land packages generally include hotel accommodations. Cruise packages always include cabins. Advertised package prices are based on double occupancy rooms or cabins. Single, triple or quadruple occupancy rooms or cabins may be available upon request, but availability cannot be guaranteed. We usually try to reserve rooms or cabins with two beds, but sometimes only one bed is available. Special requests (bedding, smoking preference, etc.) are subject to availability and confirmation by the hotel or cruise line.

With your final travel documents, you will receive a detailed list of all accommodations on your package, including hotel addresses, telephone & fax numbers. Sometimes due to causes beyond our control, it is necessary to change the hotels or cruise ship used on your package, but we always do our best to ensure that substitutes meet or exceed the quality and location of the original. In many cases, the choice of hotels is based on the opinions of local operators, and we are not responsible for the quality or location of these accommodations.

**EXTENDED STAYS:** On some packages, you may be able to extend your stay later than the regularly scheduled dates—ask us about arranging for modified flight dates, extra hotel nights and/or transfers. Extended stays are subject to availability and will incur a fee of at least \$100 per person plus the cost of additional services. Certain restrictions apply. [Contact us](#) for prices and details.

### **Travelers**

By making travel reservations on our website or purchasing any travel services offered by Friendly Planet Travel, Inc., you warrant that (i) you are at least 18 years of age and have the legal authority to create a binding legal obligation; (ii) you will only make reservations for you or other people for whom you are legally authorized to act; (iii) you accept and agree to all the Terms & Conditions presented herein; (iv) you will inform such other persons about the Terms & Conditions that apply to the reservations you make on their behalf, and warrant that they accept and agree to those Terms & Conditions; and (v) all information supplied by you for the purposes of making a reservation is true, accurate, current and complete to the best of your knowledge.

**AGE RESTRICTIONS:** On most of our programs, you must be 21 or older to make a booking. Travelers under 18 years must be accompanied by an adult 21 years or older.

**TRAVELERS WITH DISABILITIES OR DIFFICULTIES:** Travelers requiring any type of special assistance must notify us of their requirements at the time of booking so that we may notify all vendors to avoid any miscommunication or issues with the delivery of services. Travelers must be accompanied by a companion who will be responsible for providing all necessary assistance.

**PARTICIPATION:** To avoid any discord within our groups and to provide our travelers with a positive touring experience, we reserve the right to reject or remove any participant who is deemed to be incompatible with or fractious to the group. Such determination is at the sole discretion of Friendly Planet and/or its representatives. In these cases, we will not refund any portion of the package cost, and all expenses incurred by the termination of the touring program are the responsibility of the removed traveler.

### **Personal Effects & Purchases**

We are not responsible for lost or stolen personal items. If you have purchased travel insurance, submit the original receipts for lost or stolen items to the insurance company for compensation. (Certain restrictions apply. Please review your policy or call the insurance company directly for details.)

Friendly Planet Travel is not responsible for the quality or authenticity of items purchased by our travelers. It is always a good idea to comparison-shop, and to thoroughly inspect all merchandise before leaving the store or shop, as most stores will not permit you to return or exchange purchased items. Purchase cost may not include shipping/handling fees or customs charges. We shall bear no responsibility for the delivery or receipt of any item purchased by our travelers while on one of our packages.

### **Responsibility**

Friendly Planet Travel Inc. arranges these packages only as an agent for the companies and services we represent. In the absence of our own negligence, we shall not be responsible for any cancellations, delays, diversions or substitution of equipment, or any act or omission whatsoever by air carriers, hotels, transportation companies, or any other persons providing any of the services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Nor shall we be liable for any loss or damage to baggage or property, or for injury, illness, or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error or negligence of any person not our direct employee or under our exclusive control. We are not responsible for any criminal conduct by third parties.

We accept no responsibility for accidents, damage, baggage losses, delays and/or accidental expenses due to weather, strikes, acts of God, acts of governments or authorities, wars, terrorism, criminal acts committed by third parties, hostilities, civil disturbances, riots, strikes, sickness, quarantine, defects of vehicles or breakdown in equipment, or to the fault or default of any company used for carrying out these packages. Regarding any and all services and accommodations furnished, we expressly disclaim all responsibility or liability over any matter whatsoever for loss, damage, injury or expense to property or person due to any cause whatsoever occurring during the duration of the package or otherwise. All such losses or expenses will be borne by the passengers.

The airline, rail, coach and ship companies concerned are not to be held responsible for any act, omissions or events during the times that passengers are not aboard their aircraft or conveyances. The passage contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airlines and the purchasers of this package or passengers.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers. Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, our maximum liability is the maximum which would be payable by the carrier, or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (for example: the Warsaw Convention, the Montreal Convention for international travel by air etc.) in that situation.

This represents the entire agreement between the passenger and Friendly Planet. There is no additional liability. Any dispute arising from these packages shall be litigated only in the courts of Montgomery County, Pennsylvania, which shall have exclusive jurisdiction.

We do our best to provide accurate and up-to-date information on our website ([friendlyplanet.com](http://friendlyplanet.com)), but errors may occur. Please confirm pricing and details with us prior to making a reservation. Our website contains links to other websites operated by third parties for reference by our clients. We do not control and are not responsible for the content of these sites.

We retain the right at our sole discretion to deny access to anyone to our Website and the products and services we offer, at any time and for any reason.