



# Booking Agreement

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## Reservations

To reserve a trip, Higher Way Travel requires an initial deposit followed by final payment. The payment of a deposit for the tour shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing and signed by an officer of Higher Way Travel. For all tours, payment of your initial deposit does not guarantee the price of your trip.

Please review and verify your booking invoice thoroughly and contact Higher Way Travel immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Higher Way Travel cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, Higher Way Travel reserves the right to re-invoice you with correct pricing.

Every effort has been made to produce pricing information accurately. Mistakes, however, do occur, and Higher Way Travel reserves the right to correct promotional or pricing errors at any time. Higher Way Travel also reserves the right to raise the original price and/or airfare in response to increases in government taxes or fuel surcharges until you pay in full.

## Changes

Higher Way Travel understands if you need to change your plans. Most programs allow travel changes that affect destination, departure date, program extensions, and the like, provided that requests are made within 30 days of the booking date and more than 90 days from the date of departure. Any changes more than 30 days from booking date are subject to a \$100 per-person non-refundable processing fee. Airlines, hotels, or cruise lines may impose additional travel change fees, which are the traveler's responsibility.

## Passports & Visas

A valid passport is required for each person traveling on our international trips. Travelers are responsible for obtaining any required visas. If you are not a U.S. citizen and therefore are not carrying a U.S. passport, you must contact the appropriate consular office for entry requirements pertaining to your trip, as Higher Way Travel is not responsible for providing you with this information or documentation. Please ensure that your tickets and other travel documents bear your name exactly as it appears on your passport or you could be denied boarding.

## Air Arrangements

In order to provide you with the lowest possible airfares, Higher Way Travel takes advantage of special contracted fares. These fares can be quite restrictive and carry cancellation charges imposed by the airlines ranging up to 100% of the cost. Therefore, you will be responsible for any penalties resulting from flight changes or flight cancellations made at your request after your flights are ticketed.



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## **Air Arrangements (cont.)**

Higher Way Travel offers you your choice of airline and routing. All air routings are subject to availability and cannot be guaranteed. Higher Way Travel is not responsible if an airline cancels or delays a flight for any reason, including weather. If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Higher Way Travel is not responsible for any additional expenses you may incur prior to joining your trip. Higher Way Travel will not provide any refund for portions of trips missed due to canceled or delayed flights. Seat requests will be taken at the time of booking, but in most cases cannot be guaranteed by the airline or, as result, by Higher Way Travel.

International and domestic air schedules are subject to change at any time. If you choose to make your own flight arrangements, Higher Way Travel will not be responsible for any loss resulting from delays, cancellations, or changes in international gateways or travel dates. We further recommend that you not purchase air tickets with high penalty charges for changes. Should you make your own flight arrangements and miss your international flight for any reason, Higher Way Travel can assist with alternate flight arrangements; however, you will be responsible for the cost of an alternative flight to your destination as well as any other expenses, including transfers to and from the airport, that you incur prior to joining up with your tour group.

## **Responsibilities & Liabilities**

Higher Way Travel reserves the right to decline to accept or retain any person as a member of any tour or to cancel or alter the tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Higher Way Travel further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Higher Way Travel representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Higher Way Travel shall have no liability, financial or otherwise.

Higher Way Travel reserves the right to take photographic or video records of any of its trips, to obtain the same from fellow travelers or other third parties, and/or to use such photographic or video records for promotional and/or commercial purposes. By traveling with Higher Way Travel, you consent to the use of your image and likeness for these limited purposes. If you prefer that your photo not be used in any marketing activities, please notify us at the start of your tour.

The responsibility of Higher Way Travel, its affiliated companies, officers/directors, employees, sponsoring organizations, and agents is strictly limited. As a tour operator, Higher Way Travel organizes, promotes, and sells tour programs consisting of certain travel services, including surface, air, and water transportation, sightseeing excursions, and cruise/hotel accommodations, that Higher Way Travel purchases or reserves from various suppliers (collectively, "Suppliers").



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## **Responsibilities & Liabilities (cont.)**

Higher Way Travel does not own or operate any of these Suppliers. The Suppliers providing travel services for Higher Way Travel's tour programs are independent contractors and are not agents or employees of Higher Way Travel. As such, Higher Way Travel is not responsible for direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any negligent or willful act or failure to act of, or breach of contract by, any Supplier or any other third party. Higher Way Travel is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary. By utilizing the travel services of the Suppliers, you agree that you will look only to such Suppliers in respect of any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither Higher Way Travel nor any representative of Higher Way Travel shall be liable.

Higher Way Travel is not responsible for any losses or expenses due to delays or changes in schedules, overbooking or downgrading of accommodations, defaults by any third parties, including Suppliers, mechanical or other failure of airplanes or other means of transportation, or the failure of any transportation mechanism to arrive or depart on time. Higher Way Travel is not responsible for acts of God or force majeure events, sanitation problems, lack of medical care, sickness, weather conditions, strikes and other labor activities, acts of terrorism, acts of war (declared or undeclared), quarantines, embargoes, blockades, criminal activities, or any other act or event beyond the direct control of Higher Way Travel.

We reserve the right to modify tour itineraries and substitute hotels and accommodations without liability to Higher Way Travel. Included features may not be available for all departures. If a vessel is not able to complete the scheduled itinerary due to low water, high water, mechanical breakdown, or other reason, we reserve the right to modify the itinerary, which right shall include the use of hotels and motor coaches where necessary.

To the extent that Higher Way Travel is involved in booking air and/or cruise transportation for you, Higher Way Travel acts only as your agent. For all other purposes, Higher Way Travel does not act as an agent for any party whatsoever.

Higher Way Travel assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Higher Way Travel reserves the right to change the itinerary of the tour without prior notice. If the tour is canceled by Higher Way Travel for any reason, Higher Way Travel shall have no liability beyond the prompt refund of all tour participants' payments received by it. The common carriers used are not responsible for any act, omission, or event occurring when tour participants are not aboard their conveyances. The cost of optional Travel Protection is not refundable.



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## **Responsibilities & Liabilities (cont.)**

Higher Way Travel reserves the right to change the departure date of any tour as well as to cancel a trip or extension that does not attain a minimal level of participation. If Higher Way Travel changes a departure date to a date within 14 days of the original departure date, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel. If Higher Way Travel cancels any optional extension for which you are booked, cancellation penalties as described in this Agreement still apply should you subsequently decide to cancel the base portion of your tour.

## **Safety & Security**

We provide tours in several countries around the world. You agree to assume responsibility for your own safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States. At any given moment there are also likely to be “trouble spots” in the world in terms of war, terrorism, crime, Acts of God, civil commotions, labor trouble, and/or other potential sources of harm. The United States Department of State and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specified cities and countries according to such agency’s perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. We assume no responsibility for gathering such information or providing it to you. In the event that Higher Way Travel must cancel a tour due to global unrest, affected passengers will be granted a complete future travel credit for the amount paid for the tour. Higher Way Travel will not refund any amount paid by any tour participant who must or chooses to leave a tour prematurely for any reason. Higher Way Travel will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant.

## **Cancellations & Refunds**

All cancellations made later than 24 hours after booking are subject to a non-refundable administrative fee of \$100 per person. Cancellations made within 24 hours of booking will be subject to the same fee, unless your reason for canceling given at the time of cancellation is your rejection of these Terms and Conditions. This fee does not include airline cancellation fees or the cost of nonrefundable travel protection plans. There may be additional cancellation penalties associated with certain excursions or extensions.

Cancellations must be in writing to be effective and include the reason for cancellation. Traveler substitutions are considered reservation cancellations and are subject to cancellation fees which may also include airline fees. Please note that we do not make any refunds for any unused portion of your trip. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the single supplement charge.