



Updated: March 2024

Terms & Conditions

## **AMARE TRAVEL AND VACATIONS LLC aka AMARE VACATIONS**

PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND AMARE TRAVEL AND VACATIONS LLC ("AMARE TRAVEL"). IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US IMMEDIATELY AT [PHONE NUMBER: 919-278-7204].

By engaging with Amare Travel and Vacations LLC, including but not limited to utilizing our website [amaretravelandvacations.com](http://amaretravelandvacations.com), you acknowledge and agree to be bound by the following terms and conditions:

### **Client Agreement:**

By engaging our services, you confirm that you have thoroughly reviewed, understood, and accepted the Terms and Conditions outlined by Amare Travel and Vacations LLC. As the Client, you acknowledge that Amare Travel and Vacations LLC acts as an agent on your behalf, not as the principal, subject to the terms and conditions of all third-party suppliers including airlines, hotels, cruises, trains, and other transportation providers, as well as tour operators and all other travel suppliers. You further acknowledge and accept that cancellations may be subject to fees imposed by both Amare Travel and Vacations LLC and its suppliers. Additionally, you confirm that you are an authorized signatory for the credit card provided for transactions related to our services.

### **Introduction:**

Amare Travel and Vacations LLC is dedicated to providing exceptional travel experiences. The following terms and conditions ("Agreement") outline the expectations and responsibilities between you and Amare Travel and Vacations LLC. Throughout this Agreement, the terms "we," "us," and "our" refer to Amare Travel and Vacations LLC, while "you" refers to the individual who engages our services by signing this Agreement.

### **Groups - Payment of Deposit for All**

As the Client, I (you) acknowledge and agree that when I (you) book travel with Amare Travel and Vacations LLC on behalf of all parties within a single room, I (you) do so with their express permission to accept all Terms and Conditions on their behalf.

### **Pricing:**

Prices and availability quoted by Amare Travel are subject to change until the deposit is fully paid. Amare Travel is not liable for errors or omissions in any quotes, advertisements, including on our website, proposals, or emails, resulting in inventory, content, or pricing discrepancies. Additionally, Amare Travel is not responsible for errors or omissions arising from incorrect information provided by third parties. Suppliers reserve the right to not honor published prices



deemed erroneous due to electronic, printing, or clerical errors. By engaging our services, you acknowledge and agree to hold Amare Travel harmless for any actions or damages resulting from Supplier pricing adjustments.

Amare Travel reserves the right to charge Passengers for any increases in taxes, fees, or surcharges, such as fuel costs. Passengers acknowledge this right and agree to pay any additional taxes, fees, and surcharges accordingly.

**Identification:**

Guests must make reservations using the full name as listed on their government-issued identification documents for travel purposes. Any name changes required after travel documents have been issued will incur name change fees, for which the Client (you) will be responsible, if applicable.

**Payments:**

Reservations can be made online using major credit cards or ACH debit.

**Refunds:**

All refunds are subject to the suppliers' terms and conditions. A cancellation fee of \$50 per package for families or \$50 per person is due for group booking cancellations, made payable to Amare Travel at time of cancellation or fee is taken from deposit refund if applicable.

**Passports and Visas:**

Passengers are solely responsible for ensuring they possess the necessary travel documents and are advised to consult the respective consulate(s) or visa agency to determine visa and passport requirements. Passports must remain valid for at least 6 months beyond the travel date, and some countries may require a blank "VISA" page in the passport for stamping. Information provided regarding travel requirements pertains to US citizens only. Non-US citizens should verify entry requirements with the appropriate consulate(s) of the country(ies) to be visited. We strongly recommend all cruise passengers carry a valid passport while cruising.

**Travel Insurance:**

We highly recommend obtaining travel insurance to safeguard against unforeseen circumstances such as trip cancellation, interruption, baggage loss or delay, medical expenses, and more. It is your responsibility to select and purchase suitable travel insurance for domestic, Caribbean, and international tours.

**Travel Documents:**

Upon receipt of full payment by your Final Payment Due Date, travel documents and instructions will be delivered via email or mail at least 30 days before travel. Requests for paper documents when electronic documents are available will incur a fee of \$30, and documents will



be delivered via USPS approximately 14-21 days prior to travel. Please provide a complete street address (no PO boxes).

### **Children:**

All children under 18 must be accompanied by an adult. Minimum age requirements vary by tour destination: 6 months for most tours, 12 for South Africa and Dubai tours, and 12 for European tour programs. Children under 12 may qualify for discounts when sharing a room with two adults on Caribbean and Mexico tours. For cruise tours, children must be at least 6 months old and sail in a cabin with an adult over 25 years of age.

### **Prices:**

All prices listed are per person based on shared twin room occupancy unless otherwise specified. Prices exclude personal expenses such as laundry, beverages, passport and visa fees, insurance, and foreign port taxes unless stated otherwise in package inclusions. Prices are accurate at the time of publication; however, fluctuations in airfares and limited capacity may lead to changes in tour package prices and availability. In the event of human or computer error, Amare Travel and Vacations LLC reserves the right to re-invoice for the correct price or service.

### **Payments and Cancellations**

#### **Here are the payment terms and conditions:**

**\*\*Deposit:** \*\* Most deposits are non-refundable and non-transferable which is required at the time of reservation. The amount due and any payment plan details will be clearly indicated for each reservation, except where specified otherwise.

**\*\*Full Payment:** \*\* Reservations can be paid in full at the time of booking, provided there is available space on the tour.

**\*\*Late Payment:** \*\* If there is an outstanding balance by the FINAL PAYMENT DUE DATE listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Late fees vary, and details can be found in each individual tour description.

**\*\*Reinstatement of Reservations:** \*\* If your travel reservations are cancelled and you wish to reinstate them within 14 days, a service reinstatement fee will be added to your invoice. This fee must be paid in advance for reconfirmation of services.

**\*\*Last Minute Reservations:** \*\* Reservations must be made no later than 30 days prior to departure. If requested services cannot be confirmed, payment will be refunded. Final payment is due within 24 hours for confirmed services, and applicable cancellation penalties will apply.

### **Cancellations:**

Cancellation requests must be submitted in writing to either [jmetria@amarevacations.com](mailto:jmetria@amarevacations.com), including your invoice number or trip name, full name, and travel date. If you do not receive an acknowledgment within 48 hours, please send a text message to 919-278-7204 to ensure the



information was received. Once reservations are made, cancellations will only be accepted in accordance with this policy.

### **Reservation Changes:**

Changes to an existing reservation, regardless of the cause, may incur a charge of \$50 per person charge. 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. Replacing a traveling passenger with another constitutes a cancellation subject to penalties and is not covered by this 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. Unused services are non-refundable.

### **Force Majeure:**

There may be occasions when either party is unable to perform, or complete performance under the travel contract due to reasons beyond their control, known as force majeure events. These include but are not limited to acts of God, acts of government, acts of war or civil unrest, strikes, criminal or terrorist activities, pandemics, epidemics, natural disasters, or any other event outside the reasonable control of either party. In such instances, if performing under the contract becomes inadvisable, commercially impracticable, illegal, or impossible, the parties will adhere to the cancellation policies of the suppliers, as stated in the travel proposal and these terms and conditions. Any changes to these policies are at the sole discretion of the supplier (if applicable) and Amare Travel and Vacations LLC. Passengers will be informed of their options should a force majeure event occur.

### **Travelers with Disabilities:**

To ensure the enjoyment and safety of all participants on Amare Travel tours, it is essential that travelers select trips suitable for their physical capabilities. Tour participants requiring assistance, including those with physical disabilities, sight or hearing impairments, must notify Amare Travel prior to reservation for assessment and agreement. Additionally, such participants must be accompanied by an individual responsible for providing necessary assistance, as our tour managers, guides, drivers, and other personnel are unable to provide such services. Participants must also be able to understand and follow instructions provided by the Tour Director for the successful operation of the tour and personal safety. Amare Travel reserves the right to reject participation or remove any individual from a tour if notification was not provided, or if continued participation would significantly hinder services to other guests. Any associated expenses, including cancellation fees or costs for alternate travel arrangements, will be the sole responsibility of the passenger.

Escorted tours often involve fast-paced itineraries and lengthy walks over uneven terrain. Clients are expected to maintain the pace of the tour for group harmony. Those with special needs may find independent touring more suitable, and Amare Travel can suggest options based on specific requirements.



### **Wheelchairs & Walkers:**

For USA Tours, Amare Travel seeks to accommodate disabled travelers in accordance with the Americans with Disabilities Act (ADA) and the specific tour itinerary. However, certain tour features may not be fully accessible, and individual assistance for wheelchairs or mobility devices cannot be provided. Passengers are required to inform Amare Travel of their accessibility requirements prior to booking, and while efforts will be made to accommodate special needs, this cannot be guaranteed in all cases.

For International Tours, hotels, sea, and river cruises may not comply with ADA requirements, and accessibility may be limited. Due to space constraints, wheelchairs, walkers, and motorized scooters may not be accommodated aboard motor coaches or river cruises. Service animals cannot be accommodated on international escorted tours.

### **Service Animals:**

Passengers requiring service animals on USA escorted tours due to disabilities should contact Amare Travel prior to booking for assistance and guidance.

### **Airlines:**

Amare Travel and Vacations LLC is not liable for the services and policies imposed by airlines. Airline schedules and flights are subject to change without prior notice. Amare Travel and Vacations LLC is not responsible for penalties incurred for tickets, international or domestic, not issued by us due to schedule and/or flight changes. Airline reservations made online are subject to review and may be rebooked by Amare Travel and Vacations LLC to meet minimum connecting time requirements and/or tour package itineraries. In such cases, passengers will be promptly notified.

Airlines may require immediate ticket issuance for heavily booked flights, even when not in accordance with normal ticketing rules. In such instances, immediate and full payment of the airfare will be required, overriding invoice terms and conditions. Failure to make full payment may result in seat cancellations by the airline, with replacement arrangements and airfare becoming the sole responsibility of the passenger.

### **Airline Tickets:**

Once full payment is received, Amare Travel and Vacations LLC airline tickets are issued and are fully non-refundable. Should tickets need to be issued before the Final Payment due date, a larger non-refundable deposit and/or full payment may be required.

### **Airline Seat Assignments:**

The assignment of seats on group flights is at the discretion of the airlines. All Amare Travel and Vacations LLC airline contracts are for economy class seats only. Passengers requiring another class of service should consider purchasing their own flights and land-only package from Amare Travel and Vacations LLC.



### **Airline Frequent Flier Programs:**

Passengers are responsible for contacting their airline directly regarding mileage eligibility and accrual. Frequent flier programs determine mileage accrual based on their own rules, which may exclude certain discounted or promotional airfares and codeshare flights. Amare Travel and Vacations LLC will record frequent flier numbers provided by passengers but does not guarantee mileage eligibility, which is determined by each airline.

### **Contact Information:**

Passengers must provide accurate personal information to comply with TSA Secure Flight requirements. This includes names as they appear on passports or government-issued IDs, date of birth, gender, address, phone number, email, and fax data. Amare Travel and Vacations LLC will not be held responsible for passengers denied boarding or not receiving documents due to inaccurate information.

### **Airline Name Changes:**

Any name change, including minor spelling corrections, may necessitate the cancellation and rebooking of airline reservations, subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will incur an airline rebooking fee, potentially equal to the full value of the ticket, plus a \$50 revision fee per change. Amare Travel and Vacations LLC shall not be held liable for services denied by a carrier due to any name discrepancy. Name change requests must be submitted in writing to [jmetria@amarevacations.com](mailto:jmetria@amarevacations.com).

### **Airline Taxes & Fuel Surcharges:**

Airfare purchases include airline taxes and fuel surcharges. Prior to full payment, there may be potential price increases due to changes in government-levied taxes, fees, and/or fuel surcharges. To avoid potential increases, passengers may opt to accelerate final payment for ticket issuance. Once tickets are issued, they are no longer subject to potential increases but become fully non-refundable. Certain overseas domestic flights may incur local air taxes, as indicated in our package presentation and pre-departure documentation.

### **Schedule Changes:**

In the event of an airline schedule change, Amare Travel and Vacations LLC will endeavor to inform passengers of the updated flight schedule before departure. We are not liable for schedule changes, including routing or stop modifications. Amare Travel and Vacations LLC cannot provide compensation for schedule changes, seat assignment modifications, or cancellations made by airlines. Passengers are responsible for notifying us in writing at [amarevacations@gmail.com](mailto:amarevacations@gmail.com) of any amended flight details. We cannot be held responsible for land services, including transfers, if flights are changed without our knowledge.

### **Hotel Accommodations:**



All rooms requested are standard twin-bedded (two single beds) rooms with private facilities, unless a king/double size bed is specifically requested, or the bedding requested is not available. While we will make bed type requests on your behalf, availability is not guaranteed, and room selection is at the discretion of the hotel's management on a run-of-house basis. Triple and quad occupancy rooms on cruises consist of two beds, with each person having a twin bed. Some single rooms may be smaller than standard size, and the number of occupants does not dictate room size. Air-conditioning usage abroad, especially in European hotels, may differ from the United States, with many hotels shutting down air-conditioning at night or during certain seasons. All hotel rates are based on agreements with suppliers and are non-negotiable. Hotel check-in is typically after 3:00 p.m., and check-out is before noon. Adequate accommodations should be considered when using a late-night flight, and if a day room is included, check-out is usually at 6:00 p.m. We reserve the right to substitute hotels of equal standard, if necessary, with no refunds for any cost difference.

### **Hotel & Cruise Profiles:**

Our hotel and cruise ship profiles are based on information provided by our partners and their representatives, including property images and descriptions. Star ratings may vary by country, and while we strive to maintain accurate information, we are not responsible for inaccuracies or changes in details provided by third parties.

### **Meals:**

Meal specifications are outlined in each itinerary and are typically based on buffet or set menu options at hotels or restaurants. Beverages are generally not included unless stated otherwise. While we cannot guarantee special dietary requests, efforts will be made to accommodate them if submitted in writing at least 4 weeks prior to departure to [amarevacations@gmail.com](mailto:amarevacations@gmail.com).

### **Transfers:**

Transfers are provided as indicated for each tour by car, minibus, or motor coach if airfare is purchased from Amare Travel and Vacations LLC. If you purchase a land-only tour or deviate from the stated arrival/departure dates, you are responsible for purchasing your own transfer to the hotel. Arrival transfers are guaranteed for up to one hour from the scheduled arrival time to account for minor delays. Amare Travel and Vacations LLC or the transfer company will not be liable for flight delays beyond one hour, and in such cases, you must make alternative arrangements such as hiring a taxi at your own expense. Transfer costs are non-refundable, and any additional expenses are your responsibility. Our transfer service includes round-trip service, which may involve waiting fees and entrance/parking fees incurred by the drivers. While not employees of Amare Travel and Vacations LLC, our transfer drivers are reliable and provide a full welcome service.

### **Sightseeing & Itinerary:**

Sightseeing tours are operated by motor vehicles, with the size determined by the number of participants. Our tours accommodate individuals as well as groups, and listed times are



approximate guidelines. Some itineraries may start early to complete tours during daylight hours or avoid afternoon heat. You are responsible for arriving on time for all scheduled components, as late arrival may result in forfeiture of services without refund. Tour group sizes may vary, but services remain consistent. Persons with disabilities should refer to the "Travelers With Disabilities" section. On certain dates, monuments and sites may be closed due to holidays or celebrations, and itineraries may be adjusted accordingly. Last-minute changes may occur due to unforeseen circumstances, and we reserve the right to adjust sequences or substitute hotels of similar category at no cost adjustment. National monuments may undergo renovations, but tours will proceed unless conditions warrant itinerary changes. Leisure time suggestions in our itineraries do not constitute endorsements, and participation is at your discretion.

### **Rail:**

Upon receipt of full payment, Amare Travel and Vacations LLC will select train times and issue rail tickets, which become fully non-refundable unless alternative arrangements are requested in writing prior to final payment. Passengers traveling with a group may not request alternative train times. Once issued, rail tickets are valid for specified dates and times, with some exchanges possible locally at stations due to fare restrictions, subject to local charges, fees, and fare increases. Changes or amendments are not possible once the booked train has departed, and seat assignments are at the discretion of rail companies.

### **Cruises:**

Cruise itineraries and ships may change without notice, and chartered ships or canceled departure dates will result in refunded monies. Amare Travel and Vacations LLC is not responsible for ship substitutions or itinerary changes imposed by cruise lines, nor for losses incurred, including airline ticket issuance/cancellation or visa fees. Medical services onboard may be limited, with local services contacted as needed, and resulting charges are the passenger's responsibility. Amare Travel and Vacations LLC and cruise operators are not liable for provided services.

### **Health Requirements:**

It is essential to consult your healthcare provider for current health requirements. Recommendations from the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and the World Health Organization (<http://www.who.int/en/>) should also be reviewed. Any required inoculations must be documented by a healthcare provider on a valid vaccination certificate, which clients must carry as proof where necessary. Individuals with certain health conditions, including heart disease, chronic illness, physical disabilities, advanced pregnancy, or mental illness, should refrain from participating in rigorous travel programs. Those who arrive at the destination with a fever or become ill during the tour will be directed to a local medical facility for evaluation. Only upon clearance from a certified medical facility can the individual resume group travel. All expenses related to medical treatment and additional accommodations, or transportation will be the responsibility of the passenger.

### **Luggage (Airlines):**





Checked bags typically have size restrictions of 62 inches (length + width + height) and a maximum weight of 50 lbs (23kg), with many airlines applying fees for checked bags and excess weight. Amare Travel and Vacations LLC is not liable for these fees. In case of lost or damaged luggage, a baggage claim form must be filed with the carrier before leaving the airport. It is recommended to use identifiable luggage tags or straps. For escorted tours, one piece of luggage per person plus a carry-on bag is allowed, with additional baggage subject to a handling charge. Amare Travel and Vacations LLC does not assume responsibility for loss or damage to luggage and personal belongings; any incidents must be reported immediately, and a written report obtained from local authorities for insurance purposes.

### **Release from Liability:**

Amare Travel and Vacations LLC, its shareholders, directors, officers, employees, and affiliates (collectively "Amare Travel and Vacations LLC") do not own or operate any entity providing goods or services for your trip. Such entities, including transportation companies, lodging facilities, and excursion providers, are independent contractors. Therefore, Amare Travel is not liable for any negligent or willful acts or failures to act by these entities or third parties. This includes injury, loss, or damage to person or property, death, delay, or inconvenience resulting from various circumstances beyond Amare Travel's control, such as acts of God, government actions, force majeure, strikes, terrorism, transportation failures, animal encounters, sanitation issues, and medical emergencies. By agreeing to the Passenger Agreement, passengers release Amare Travel and Vacations LLC from liability, including for its own negligence, and assume all associated risks.

### **Assumption of Risk:**

I understand that the travel I am undertaking involves hazardous activities, with risks of illness, injury, or death caused by various factors, including natural forces, animals, insects, negligence of Amare Travel and Vacations LLC, or third parties. I am aware that weather conditions may be severe, adverse, or unpleasant, and medical services may not be readily available during the trip. Despite these risks, I willingly accept them as part of the adventure and agree to hold harmless and release Amare Travel and Vacations LLC from claims of negligence. I confirm that I am physically capable of participating in the tour and assume all associated risks. I authorize emergency medical treatment and hospitalization as necessary without further consent.

### **Binding Arbitration:**

I agree that any dispute regarding this Agreement, the brochure, or any literature concerning my trip shall be resolved exclusively by binding arbitration under the Federal Arbitration Act. Arbitration will be conducted according to the Commercial Rules of the American Arbitration Association (AAA) or the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS), with proceedings governed by North Carolina law. The arbitrator, not any court, shall have exclusive authority to resolve disputes related to the interpretation, applicability, or formation of this contract. By agreeing to these terms, I waive the right to a trial by jury.



### **Voluntary Participation:**

I acknowledge that I have voluntarily applied to participate in the designated trip and have read the trip description on the current Amare Travel and Vacations LLC website, along with all information provided in this application. I am participating in this trip willingly, fully aware of the associated hazards.

### **Knowing and Voluntary Execution:**

Having carefully read these Terms and Conditions and the booking information sections of this document, I fully understand its contents. I acknowledge that this document serves as a release of liability and a contract between myself and Amare Travel and Vacations LLC. I agree to these Travel Terms & Conditions and the Release from Liability, Assumption of Risk, and Binding Arbitration Clause of my own free will. By signing, I agree to these terms on behalf of myself, each member of my traveling party, and any minor children accompanying me.

**USE OF WEBSITE:** [www.amaretravelandvacations.com](http://www.amaretravelandvacations.com) Agreement between Customer and Amare Travel and Vacations LLC Travel: [www.amaretravelandvacations.com](http://www.amaretravelandvacations.com) (unless changed) is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of any electronic method of Amare Travel 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. Amare Travel and Vacations LLC may make improvements or changes on this website at any time. In no event shall Amare Travel and Vacations 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.

**TRAVEL PROTECTION:** Travel insurance protection is Strongly Recommended. As your travel agent, we have a professional responsibility to recommend the purchase of travel protection to protect both you and your vacation. While we do offer coverage through certain carriers, we cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with you, the customer, and we advise you to do your research and find coverage that best fits your individual needs. Amare Travel is limited to advising you of the need for such coverage.

By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if you decline this type of coverage, you have waived your right to this important coverage and your confirmation will note "declined" next to the travel protection section of your confirmation. If you HAVE purchased travel protection, please remember to



review your confirmation for accuracy and call us immediately if you believe you have travel protection, and your confirmation indicates declined. Failure to contact us will be considered a waiver of travel protection.

Should the person booking the reservation state on the booking form that they will get travel insurance but do not add it to their package or purchase outside of Amare Travel, the person booking the reservation is responsible for any and all issues from not purchasing insurance. If you select that travel insurance will be added, please ensure you add it to your package prior to paying your deposit. If you do not add travel insurance to your package, Amare Travel cannot automatically include it within your package; it is the sole responsibility of the passenger.

We urge you to read your policy when it arrives as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim.

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which you, the passenger, are responsible for reviewing upon receipt of your travel protection policy. Amare Travel is not able to give advice regarding possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, and coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with Amare Travel due to privacy laws (e.g., HIPAA). Accordingly, you acknowledge that Amare Travel cannot be involved in any aspect of your claim/request for service.

Passengers acknowledge and agree that Amare Travel has no control over the travel insurance provider or its coverage decisions, and as a result, Amare Travel is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

**Amare Travel recommends you purchase the following types of insurance:**

- Trip Cancellation
- Trip Interruption
- Emergency Medical Expenses
- Emergency Evacuation/Repatriation of Remains
- Trip Delay
- Baggage & Personal Effects
- Baggage Delay and more

**AGENT/INTERMEDIARY:** Amare Travel acts solely as an intermediary between the Suppliers and the public. We do not own or operate any hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for your trip. Passenger(s) acknowledge and agree that Amare Travel shall not be responsible for any loss, damage, delay, inconvenience, or



injury to Passenger(s) or group members as a result of a breach of contract, act, or omission, whether willful or negligent, criminal or otherwise, of any person other than Amare Travel or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary, and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that Amare Travel is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections, or any other condition beyond its control. Amare Travel is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

Amare Travel recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Amare Travel at the time of reservation upon initial booking so Amare Travel can contact the Suppliers to investigate amenities and/or special accommodations offered. Passenger is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that Amare Travel shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While Amare Travel prides itself on selecting top-quality Suppliers, no undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Passenger(s) acknowledge and agree that Amare Travel shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall Amare Travel be liable for any accident which occurs in hotels, resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered before, during or after the trip, resulting from equipment or any other cause. The Passenger admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation, and handling of passengers and baggage.

**LIMITATION OF LIABILITY:** Without limitation, Passenger(s) assume the risk of, and agree that Amare Travel is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of



the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

## **ACKNOWLEDGEMENT & CREDIT CARD TRANSACTIONS**

In entering into this transaction, you acknowledge that:

- The Company acts as a travel agent only;
- The Company's obligation to you is to make travel bookings on your behalf and to arrange relevant contracts between you and Service Providers;
- Once the Company has made your travel arrangements for you, it has provided you fully with the service which it is obliged to supply;
- All moneys received by the Company from you in respect of travel services are received by the Company as agent of the Service Provider;
- If for any reason any Service Provider is unable to provide the services for which you have contracted, your remedy lies against that Service Provider and not against the Company; and
- In the event that Payment has been made to the Company by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from the Company.

**MODIFICATION OF TERMS AND CONDITIONS:** The Terms and Conditions may be amended or modified by Amare Travel at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with Amare Travel. Without this acceptance, any order is subject to cancellation at any time.

The failure of Amare Travel to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. Amare Travel does not guarantee it will act against all breaches of these Terms and Conditions.

Headings are provided for reference purposes only and do not limit the scope or extent of the respective section.

These terms are binding, and any dispute must be resolved only by arbitration under the rules of the American Arbitration Association in the county where Amare Travel and Vacations LLC is located.