

# Terms & Conditions

**The terms & conditions below are general in nature.** Select a package for specific terms & conditions. Can't find yours? Look for the "fine print" link on the package page. When you make a booking, the terms & conditions in effect at that time for your package govern your purchase, and a copy of these terms should be available under [Your Booking](#) or attached to your booking receipt email.

  

- [Bookings & Prices](#)
- [Payments, Refunds & Credits](#)
- [Changes](#)
- [Cancellations](#)
- [Included Services](#)
- [Trip Operation](#)
- [Participation](#)
- [Passports, Visas & Entry Requirements](#)
- [Your Information & Privacy](#)
- [Miscellanea](#)

To help us provide you with the very best services at the lowest possible prices and avoid confusion and misunderstandings, we ask that you read the Terms & Conditions (the "Terms") below carefully. By booking, registering for, making a payment towards, or participating in a tour or other travel product or service with Friendly Planet Travel, Inc. ("Friendly Planet," "we," or "us"), you agree to the Terms that apply to that package in effect at the time of your booking. These Terms represent a legally binding contract.

## Bookings & Prices

We do our best to provide accurate and up-to-date information on our website, but errors may occur. Please confirm pricing and details with us prior to making a booking.

By making travel bookings on our website or with one of our agents, or otherwise purchasing any travel services offered by Friendly Planet, you warrant that 1) you are at least 18 years of age and have the legal authority to create a binding legal obligation; 2) you accept and agree to all the Terms presented herein; and 3) all

information supplied by you for the purposes of that booking is true, accurate, current, and complete to the best of your knowledge.

**BOOKING ON BEHALF OF OTHERS:** If you make a booking for anyone other than yourself, you are considered the designated contact person for those other travelers. You represent and warrant that you are legally authorized to act on their behalf; that you have obtained all required consents; and that you will inform them of these Terms and warrant that they accept and agree to them. You are also responsible for making all payments due for your booking; notifying us if any changes or cancellations are required; and keeping the other travelers informed of all information relevant to your trip.

**REGISTRATION:** After you complete your booking, we'll send you an email containing a link to a secure traveler registration form. For most packages, you must complete this form within 5 days of booking. Let us know if you are unable to complete it within this timeframe, or your booking may be subject to cancellation.

**CONFIRMATION:** After we receive your booking and deposit, we will confirm availability of all components and send you a confirmation email within 1–2 business days. If any option or component you selected is not available, we will alert you and give you the option to modify your booking or to cancel and receive a refund of your deposit.

From the time of your booking confirmation until your final payment; your price may only be changed if: 1) you request [Changes or Customizations](#) to your booking; 2) new or increased government taxes or fees are implemented that apply to your package or its components; 3) vendor costs applicable to your package or its components increase. Under any of these circumstances, we will inform you how your package price will be affected.

Once your booking is fully paid the package price will not change, unless: 1) you request [Changes or Customizations](#) to your booking; 2) new or increased government taxes or fees are implemented that apply to your package or its components. In either case, we will inform you how your package price will be affected.

**SPECIAL MEAL REQUESTS OR DIETS:** You may enter special meal requests or dietary restrictions for each traveler when you complete your registration. We will relay your requests to the airlines and our partners in destination. Please confirm meal requests with the airlines by 72 hours before departure. We cannot guarantee that your requests will be honored, and some requests or restrictions may be difficult to accommodate in some destinations.

**PRICES:** Advertised package prices are based on double occupancy [rooms or cabins](#) and the least expensive travel dates, departure city, hotels, and other options available, and do not include [Optional Excursions](#) or other optional items, unless otherwise noted. Your total price will vary based upon the dates, flights, hotels, and other options you select when you book.

Advertised package prices may reflect an "Instant Savings" discount. On occasion, we may also offer price reductions, sale discounts, coupon discounts, or other promotional discounts on certain packages, departures, or services. Such discounts are valid for a limited time, only apply to new bookings, and may have other conditions or limitations. Existing bookings for which a deposit has been received are not entitled to price reductions or discounts that were not valid at the time of booking.

Prices and availability are subject to change until you make a booking and that booking is confirmed. After that, your package price will not change, with some exceptions listed under [Confirmation](#).

All advertised prices and costs are in U.S. currency, unless noted otherwise.

## Payments, Refunds & Credits

### Payments

**DEPOSITS:** A deposit, paid via one of our accepted [payment methods](#), is required to secure your Tour Only booking, which will be applied toward the cost of your package. Selected tours will now require an increased deposit when airfare to and from your destination is included. Deposits vary by package, and some departure dates and/or departure cities may require a different deposit. Please check the package page, start a booking, or [contact us](#) to find out the required deposit. [Changes or customizations](#) you request to our packages may require an increased or additional deposit. Deposits are generally nonrefundable after we [confirm](#) your booking, unless covered by our [Carefree Booking policy](#) or we [cancel your departure](#).

If you add [Travel Protection](#) coverage when you book, the premium will be added to your deposit amount.

**FINAL PAYMENT:** If any balance is due after making your booking, you must pay this balance via one of our accepted [payment methods](#) by your final payment due date. This date varies by package but is most often 60 days prior to departure. The due date for your booking will be listed in the booking process, in your booking receipt email, under [Your Booking](#), and on your invoice. You may make as many payments as you like in any amount until the due date. If you have not paid in full by your due date, your booking will be subject to a \$50 late fee. If you

have not paid in full 15 days after your due date, your booking will be cancelled, and your [deposit](#) will be forfeited. If you make payments in excess of your balance due, you can choose to receive a [refund](#) of the excess amount or to convert it to a [Travel Credit](#) with no expiration date.

**PAYMENT METHODS:** We accept payments towards your deposit or balance due by the following methods:

1. Visa, MasterCard, Discover, and American Express: You can use one of these cards when booking or making a payment via our website or with an agent by phone. To pay your deposit with multiple credit cards, please [call us](#). You may also pay by credit card by printing our [credit card authorization form](#), completing and signing it, then emailing, faxing, or mailing it to [our office](#).
2. PayPal account: You can use your PayPal account to make payments via our website only. You will be redirected to the PayPal site and required to log into your account during the process.
3. Checks, including personal checks, cashier's checks or money orders, drawn on a U.S. institution: To make a payment via check, please make it payable to *Friendly Planet*, write your booking number on the check, and mail it to [our office](#). To pay your deposit with a check, we strongly suggest you first call us to start your booking, then mail your payment via overnight delivery, as we cannot confirm your space or price until we receive it.
4. [Travel Credits](#) issued by us: To redeem travel credits, please [contact us](#).

We do not accept any other forms of payment. Payments must be made in U.S. currency or a conversion fee may apply.

**RETURNED PAYMENTS:** If a check payment made to us is returned due to insufficient funds, stop payment, a closed account, or any other reason, we will notify you, and a returned check fee of \$50 will be added to your balance due. You are responsible for making alternate payments to pay your balance due by the final payment due date. If we notify you after your final payment due date that a check has been returned, we must receive a replacement payment within 48 hours, or your booking may be subject to cancellation.

## **Refunds**

Refunds will be processed and paid as promptly as possible. If we need to recover funds already paid to our partners for your services, your refund will be issued after those funds have been recovered. Most refunds are processed within six weeks of being requested. Refunds for payments by credit card will be credited to that card, provided your refund does not exceed the amount paid on the card. Otherwise, your refund will be issued by check.

## **Travel Credits**

In many cases, we may issue you credits for trip cancellations, referring new travelers to Friendly Planet, promotions, or other reasons. In some cases, these credits have a stated expiration date, while other credits may have no expiration. To redeem credits, they must be used towards a booking that is made before the credits expire, but the travel need not be complete before the expiration. Expired credits are void and may not be redeemed. In most cases, credits used toward a booking which you later cancel are forfeited, unless the cancelled booking is covered by our [Carefree Booking policy](#) or otherwise stated.

Credits are issued to individuals, who must be over the age of 18. In the case of credits awarded to a former traveler who referred a new traveler to us, they are issued to the person who made the referral. In most other cases, including those where a credit is related to a booking, the credits are issued to the person who made the booking. Credits may be transferred to another individual, provided you notify us first in writing.

Credits are issued in U.S. dollar amounts and may be redeemed towards a balance due to Friendly Planet on a future trip. Credits may not be used towards visa fees, airport, port & border crossing fees, optional excursions, or any other items purchased on tour and/or not payable to Friendly Planet. You may redeem as many credits as you like towards a new booking. If the new booking totals more than the value of your redeemed credits, you are responsible for paying the difference by the final payment due date. Credits are not redeemable for cash, and any credits not redeemed for a new booking will carry over and be used towards another future booking, provided they have not expired.

## **Changes**

### **Carefree Booking**

The Carefree Booking policy only applies to a new booking—defined as booking without the use of funds on file from a previous cancellation.

The Carefree Booking policy only applies to your original booking—limiting rebookings to one. Subsequent bookings will be subject to standard cancellation penalties. Additionally, any coupon or discount (other than our Instant Savings) does not transfer from the cancelled booking and therefore will not be applied to the new booking.

Under this policy, should you:

1. Decide not to travel for any reason
2. Your booking was not made using a previously cancelled booking's funds

### 3. You let us know before your final payment due date

You may cancel your booking and choose one of the following:

- Select another available departure on the same or a different package. We will credit all payments you have made, including any travel insurance premiums, towards a booking for that departure for the same or a greater number of travelers.
- Receive future Travel Credits worth everything you have paid, excluding any travel insurance premiums. These credits will be issued to the booking customer and may be redeemed towards any future trip but must be used or transferred within 5 years of your booking.
- Receive a refund equal to all payments made, excluding any travel insurance premiums, and minus \$199 per person in Travel Credits. These credits will be issued to the booking customer and may be redeemed towards any future trip but must be used or transferred within 5 years of your booking.

You will not be charged any fees or penalties, except:

- If you requested special flight arrangements and you paid for and asked that we issue tickets for those flights, airline change or cancellation fees may apply and will be deducted from your credit or refund.
- If you originally booked prior to Mar 19, 2020 and then cancelled and rebooked (defined as transferring all deposits and payments from a cancelled booking to a new booking), and we had already issued airline tickets for the original booking, airline change or cancellation fees may apply, which we will deduct from your credit or refund.

[Changes](#) or [cancellations](#) requested after your final payment due date are subject to our standard change and cancellation fees and policies. Carefree Booking may not be available for all packages, including private and custom group departures and Biblical Journeys. See the package page for eligibility.

## Changes & Customizations

**CHANGING YOUR PACKAGE OR DEPARTURE:** Requests to modify an existing booking to change your package or to change your departure (to another scheduled departure date for the same package) are subject to availability of the new package or departure. When not covered by our [Carefree Booking](#) policy, such changes are subject to fees, which will be added to your balance due. When such requests are received *on or before* your [final payment due date](#), the change fees schedule below applies. When such requests are received *after* your final payment due date, they are considered cancellations and are subject to [cancellation fees](#), but any refund due to you after such fees may be applied as a credit towards the new package or departure. In either case, and regardless of our Carefree



Booking policy, if the total price of the new package or departure you select (including all selected options and any applicable fees payable to Friendly Planet) is *more* than your previous total, you are responsible for paying the difference, which will be added to your balance due. If the total price of the new package or departure you select is *less* than your previous total, we will apply the difference as a credit to your balance due, or if you have already paid in full, refund you the difference.

**CUSTOMIZATIONS:** If you wish to arrange [flights from other cities](#) or otherwise modify or customize one of our packages, please make your request when you book or [contact us](#) prior to booking. If you wish to make changes to an existing booking, please contact us as soon as possible. We will let you know if your request is possible and the cost. After your [final payment due date](#), changes to your package are usually difficult and may involve significant additional cost.

Requests for significant changes to our packages, particularly those involving flights, including upgrading your flight cabin, departing and/or returning to a different city, [modifying your travel dates](#), adding or changing destinations, or combining two packages, are considered Customizations. We quote Customizations once you have made a booking and paid a deposit. We will research the best options and send the quote, including a tentative flight schedule if relevant, usually within 5 business days. If you request a Customization involving flights departing more than 330 days in the future, we will provide you with an approximate quote and flight schedule based on information available at the time of your request. Once those flights come in range, approximately 330 days prior to departure, we will send you an updated quote and schedule.

Quotes are valid for a limited time. Once you accept our quote, we will add the amount to your balance due. Some customizations may require immediate payment while others will be payable by your final payment due date. Once a Change or Customization has been quoted, accepted, and confirmed, it is generally subject to the same [cancellation policy](#) that applies to your package, with the exceptions listed under [Carefree Booking policy](#).

For some Customizations involving flights, quoted prices cannot be guaranteed until [flight tickets are issued](#). In this case, you can choose to pay the cost of the flights immediately to lock in your airfare, and we will issue the tickets immediately. Once flight tickets are issued, they are subject to any applicable [airline policies](#) and are generally unchangeable and nonrefundable.

**EXTENDED STAYS:** On some packages, you may be able to extend your stay by departing after and/or arriving before the scheduled dates. We can arrange modified flight dates, extra hotel nights, and/or transfers, subject to availability and other restrictions. See [Changes & Customizations](#) for more information.

**CHANGE FEES:** Except when covered by our [Carefree Booking policy](#), most Changes and Customizations are subject to fees. When you request a change, we will advise you of the applicable costs and fees or include them in your quote. The fee schedule below currently applies.

| CHANGE FEES (per person)  |                                   |   |   |
|---|-----------------------------------|---|---|
| Name changes  | \$50                              | + | Any airline fees*   |
| Airline seat upgrades (e.g. business class)   | \$0                               | + | Difference in airfare*  |
| Changes to departure/return airports  | \$0                               | + | Any difference in airfare* plus any extra costs for hotels, transfers, etc. |
| Early departures/late returns   | \$100                             | + |   |
| Most other changes  | \$150                             | + |   |
| Changes to your package or departure <i>by</i> your <a href="#">final payment due date</a> covered by our <a href="#">Carefree Booking</a> policy | \$0                               | + | Any <a href="#">difference in price</a> of your new package or departure*   |
| Changes to your package or departure <i>by</i> your <a href="#">final payment due date</a> not covered by our Carefree Booking policy             | \$150                             | + |   |
| Any change (Name, Date etc) to any package including a European River cruise operated by AmaWaterways <i>after</i> deposit and confirmation.      | See <a href="#">cancellations</a> |   |   |
| Changes to your package or departure <i>after</i> your final payment due date   | See <a href="#">cancellations</a> |   |   |

\* Plus the cost of new flights or airline change fees if flight tickets have already been [issued](#).

This fee schedule may change at any time, and your booking is subject to the schedule in effect at the time of booking. A copy of the Terms and fee schedule that govern your booking should be available under [Your Booking](#) or attached to your booking receipt email.

**NAME CHANGES:** Due to government and airline requirements, you must provide us the names of all travelers, including titles such as Jr. or Sr. and any multiple first, middle or last names, exactly as they appear on each passport. These are typically entered on our [registration form](#). After you submit the registration form, any name changes (due to errors, marriage, or other reasons) should be



reported to us immediately. Such changes may be subject to a \$50 per-change fee by Friendly Planet plus any fees [assessed by airlines or other vendors](#). Any errors that are not corrected prior to travel could prevent you from boarding your flights or your entry to some countries and may require the purchase of new airfare.

**AIRLINE & OTHER VENDOR FEES:** In addition to the change fees charged by Friendly Planet, Changes or Customizations may also incur additional fares, fees or penalties from our vendors, particularly by our airline partners. When you request a change, the quote we give you will include these charges. If your package includes flights or you have added flights to your booking, note that once we [issue flight tickets](#), those tickets are governed by [airline policies](#) and are generally unchangeable and nonrefundable. Any change affecting your flights (including change of traveler names, airports, departure date, or return date) requested *after* tickets are issued usually requires the payment of airline-imposed fees or the purchase of new airfare, which will be added to your balance due.

## Cancellations

### Cancellations by You

If you elect to cancel your booking for any reason, you must notify us in writing. Except when covered by our [Carefree Booking policy](#), cancellations are subject to fees which vary by your date of booking, your date of cancellation, and by package; select a package for details. Cancellation fees may change at any time, and your booking is subject to the schedule in effect at the time of booking. A copy of the Terms and fee schedule that govern your booking should be available under [Your Booking](#) or attached to your booking receipt email.

When you cancel, we will [refund](#) all monies paid, minus:

- your [deposit](#) or the applicable cancellation fee, whichever is greater
- the cost of any [issued flight tickets](#) if nonrefundable, or any cancellation fee assessed by the airline if refundable

When you request cancellation, we will advise you of the total of these fees and your total refund, if any. In some cases, as indicated in the fee schedule, some or all of the cancellation fee we withhold may be applied as a [Travel Credit](#), which does not expire and can be used toward any future booking.

If you make a booking for two or more travelers, it is possible for one or more travelers on that booking to cancel while allowing the remaining traveler(s) to continue. Cancellation fees will only be assessed on the cancelling travelers. If such a change requires any double occupancy rooms or cabin to be converted to single occupancy, the remaining traveler(s) are responsible for any applicable single occupancy rates, which will be added to their balance due. In some cases, it

may be possible for a new traveler to be added to a booking replacing another traveler. If so, a [name change](#) fee will apply, as well as any applicable [airline & other vendor fees](#), particularly for any [issued flight tickets](#).

## Cancellations by Us

Most of our advertised packages require a minimum number of travelers to operate. We reserve the right to cancel or reschedule any departure due to insufficient demand, unsafe conditions, [events beyond our control](#), or any other reason. If we cancel a departure, we will notify you prior to the [final payment due date](#) (unless the cancellation is due to an unforeseen situation that arises after that) and offer alternate dates of travel or a full [refund](#). We also reserve the right to cancel a specific booking or remove a specific traveler prior to departure, at our own discretion, and refund all monies paid to Friendly Planet.

We are not responsible for any incidental expenses or consequential losses that you incur as a result of a cancelled booking, including but not limited to loss of earnings, loss of enjoyment, or the cost of any connecting flights, accommodations, airport transportation, visas, document fees, vaccinations, or other services you may purchase that are dependent upon the operation of your trip. Where possible, we recommend that you wait until after your [final payment due date](#) to purchase any such services.

## Included Services

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

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

- [excess baggage fees](#)
- [advance seat reservations](#)
- entry visa fees
- optional extensions & excursions
- personal, baggage & [travel insurance](#)
- gratuities
- beverages
- items not specifically mentioned in the itinerary or "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.

## Flights

For your convenience, most of our tours & packages include flights by scheduled carriers departing from and returning to one or more designated U.S. cities (gateways). See the package page for details. In some cases, we may arrange charter flights for specific destinations or private groups. We do not arrange or sell flights except as part of a package that includes a hotel, cruise, or other services.

**FLIGHTS FROM OTHER CITIES:** For some packages, upon request, we may be able to arrange flights departing from and returning to other U.S. or Canadian cities for an additional cost. For details, see [Customizations](#). We suggest that you request those flights from us, and we will do our best to book all your flights together with a single carrier or a partner network on a single ticket. If you prefer to book your own flights to and from a designated departure city, see [Connecting Flights](#).

**TOUR ONLY OPTION:** Some packages offer a "tour only" (also called "land only") option without flights to and from the destination. (The package may still include flights within the destination.) If you select this option, you are responsible for arranging your own flights and transportation to the package starting point (see [Joining a Tour](#)). Please provide us with your flight details so that our team can track your flights. We can often arrange private airport transfers in the destination for an additional cost; see [Customizations](#). If you would like to request these, please do so prior to your final payment due date. For "tour only" travelers, some of the remaining terms below regarding flights do not apply.

**RESERVATIONS & TICKET ISSUANCE:** For most packages, we *reserve* flights after you book, and we *issue tickets* after we receive your final payment. In some cases, we may need to issue tickets sooner. For [Customizations](#) involving flights, you may choose to pay for those flights and have us issue tickets sooner to guarantee the price. However, flights generally cannot be booked more than 330 days in the future, and prices quoted more than 330 days in the future may be subject to change. After tickets are issued, they are subject to [airline policies](#) and are generally unchangeable and nonrefundable, and any change affecting your flights usually either requires the purchase of new airfare or is subject to change fees.

**AIRLINE POLICIES:** When you purchase flights from us (as part of a package), we act only as a sales agent for the applicable airline, and flights and fares are subject to the rules and policies of the airline. While we have contracts with some airlines that provide us with special fares, cancellation policies, and ticket issuance requirements, in general, flights that we furnish to you are subject to the same rules, policies, and fees that would apply if you purchased the flights yourself. Should you have an issue with the airline, we will do our best to help, but we are not responsible for the airline's policies or [fees](#) or the service provided by them.

The passage contract in use by the airlines concerned, when issued, constitutes the sole contract between the airline and passengers.

**FLIGHT SCHEDULES & CONNECTING FLIGHTS:** If your booking includes flights departing from and/or returning to the U.S. or Canada, we will send a schedule for these flights with your e-ticket after we [issue your tickets](#). For many packages, we post a sample flight schedule on our website, but this is only a sample and should only be used for general planning purposes. Some packages include flights within your destination. We do not post or send schedules for these, but approximate flight times may be included in your package itinerary.

*Airlines may change flight schedules at any time without prior notice, even after flights have been confirmed and ticketed. We are neither responsible nor liable for any costs resulting from a change in airline schedules or missed connections with the flights we provide. This includes but is not limited to fees or penalties incurred for airfare, international or domestic, not provided by us; additional accommodations before, during, or after one of our packages; or any airport transportation not purchased from us.*

If you choose to book your own connecting flights to and/or from a designated departure city, especially on a different carrier, it is your responsibility to allow sufficient connection time between flights, allowing for possible schedule changes and delays. In most cases, a minimum of 3½–4 hours of connecting time should be allowed between flights. You should only book connecting flights after your [final payment due date](#) to reduce the chances that that your departure might be [cancelled](#) or rescheduled; after we have issued your tickets and sent your e-tickets for your flights; and after verifying the times for your flights with the airline(s).

**AIRPORT TAXES & FEES AND FUEL SURCHARGES:** Fuel surcharges and [U.S. departure taxes & fees and Sept. 11th Security Fee](#), if applicable, are included in the advertised price for any package which includes flights. If some taxes & fees cannot be prepaid, we'll notify you to pay them directly to local authorities.

**CABIN UPGRADES:** Included airfare is in coach or economy class. For flights departing from or returning to the U.S. or Canada, business class or premium economy may be available upon request for an additional cost; see [Customizations](#). For packages that include flights within the destination, cabin upgrades are generally not available for these flights.

**ADVANCE SEAT RESERVATIONS:** Airlines typically assign seats when you check in, within 24 hours of departure. For flights departing from or returning to the U.S. or Canada, most of our airline partners allow seat reservations earlier than this, but some charge fees for this service in economy class. When seat

assignments incur a fee, these requests must be made with and fees paid directly to the airline rather than Friendly Planet. For details, see [Advance Seat Reservations](#). For packages that include flights within the destination, advance seat reservations are generally not available for these flights.

**MILEAGE PROGRAMS:** If you provide it, we will enter your "frequent flyer" or mileage award program account number into your flight record at the time of ticketing. When you check in for your flight, confirm that your account number has been added. However, the flights offered on our packages may not be eligible for these programs due to our specially negotiated rates. Please contact the airline or the administrator of the mileage program if you have questions about eligibility or the crediting of points or miles to your account.

## **Accommodations**

Our packages include carefully selected hotels and/or cruise ships. Advertised prices are for standard double occupancy rooms or cabins. You can enter your preferred number of beds (one or two) per room or cabin when you book, and we will do our best to honor your request but cannot guarantee it. Single or triple occupancy rooms or cabins may be available upon request, but availability cannot be guaranteed. Special requests (bedding, smoking preference, etc.) are subject to availability and confirmation by the hotel or cruise line.

At least 14 days prior to departure, we will send you a detailed list of all accommodations on your package, including hotel addresses, telephone, and fax numbers. Sometimes it is necessary to change the hotels or cruise ship used on your package. In that event, we will make every effort to ensure that substitutes meet or exceed the quality and location of the original.

While we do our best to select upscale accommodations, some hotels may not have air-conditioning, especially in rustic or remote locations. In such cases, other types of climate control are generally available.

## **Optional Excursions**

Any activity, transportation, meal, product, or service listed as optional and not expressly included in the itinerary or price of a package is considered an Optional Excursion. In most cases, these Optional Excursions are offered by Third Party Suppliers. Some may be purchased from us with your booking, while others must be selected and paid for in destination, sometimes in local currency. We cannot guarantee availability of Optional Excursions, and for those paid for in destination, we cannot guarantee the price. If an Optional Excursion you paid for with your booking is not available, we will refund your payment for that excursion. We make no warranties and expressly deny any claims or liability whatsoever, including loss of enjoyment, arising from participation in, or the lack of availability of, Optional

Excursions or any information provided by us or our representatives about these Optional Excursions.

## **Travel Insurance**

We recommend you carry travel insurance or equivalent coverage. For your convenience, we offer a Travel Protection Plan provided by Travelex Insurance Services which may be purchased with most packages. The plan is available to anyone with a primary residence in the United States, excluding overseas territories. The premium is refundable within 15 days of purchase, provided you have not made a claim or commenced travel; after that, it is nonrefundable unless [we cancel your trip](#) prior to departure. If you change your package or departure, and select the Travel Protection Plan for the new booking, we will transfer your premium payments to the new booking. See the [plan details, premiums, and limitations](#).

The plan may not be purchased by itself and must be purchased with a package or other travel product or service. Purchase of the plan is not required to purchase any other travel product or service. We act only as a sales agent for the insurance provider, and questions about coverage or claims should be directed to the insurance provider.

## **Trip Operation**

**ITINERARIES:** We make every effort to ensure our tours & packages run smoothly and according to the posted itineraries. However, international travel is complex, and we reserve the right to modify our itineraries as we deem necessary to keep everything running comfortably. Please refer to the latest version of your itinerary on our website prior to travel, which we will also send you at least 14 days prior to departure. The planned itinerary is representative of the types of accommodations, transport and activities planned, but the actual itinerary, including routes, schedules, amenities, modes of transport, and other items, may still be subject to alteration or substitution without prior notice due to circumstances on the ground or upon recommendation of our partners in destination. In these cases, we will make every effort to ensure the changes result in an equivalent or better experience for our travelers. We will not be held liable for any damages related to these alterations.

In rare cases, due to circumstances beyond our control (see [Force Majeure](#) below), and for the safety, comfort, and wellbeing of our travelers, it may become necessary to make major changes to our itineraries, including omitting certain destinations or segments of a tour (such as a cruise), or even cancelling a departure entirely. Should this occur, we will inform you as soon as reasonably possible. We will also make every effort to obtain refunds from our suppliers for the unused services, which we will refund to you. However, it may not be possible to obtain



refunds from all of our suppliers (especially for ticketed flights), and we cannot guarantee a refund of your entire package price. See our [Refund policy](#).

**FORCE MAJEURE:** Certain unexpected circumstances may arise, such as (but not limited to) weather events, pandemics, quarantines, border closures, acts of governments or authorities, wars, hostilities, political uprisings or civil disturbances, riots, strikes, terrorist activities or the threat of terrorist activities, criminal acts committed by third parties, defects of vehicles or breakdown in equipment, or an Act of God, that are beyond anyone's control, which force a cancellation or disruption of services. These circumstances are considered a force majeure. We will not be held responsible or liable in any way for such events, including death, bodily injury, illness, damage, delay, or other losses caused by such events. While we will always strive to assist our travelers wherever they are in the world when such circumstances occur, any losses or costs resulting from these events will be the responsibility of the traveler.

**THIRD PARTY SUPPLIERS:** Friendly Planet makes arrangements with airlines, cruise lines, hotels and other accommodation providers, coach companies, transfer operators, shore excursion operators, tour and local guides, activity providers, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. We take great care in selecting Third Party Suppliers, but we do not supervise or control these suppliers and cannot be responsible for their acts or omissions.

In the absence of our own negligence, we shall not be responsible for any cancellations, delays, diversions or substitution of equipment; loss or damage to baggage or property; injury, illness, or death; or any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the any act, omission, error or negligence whatsoever by air carriers, rail, coach & ship cruise companies, hotels, transportation companies, other persons providing any of the services and accommodations to travelers, or any other person not our direct employee or under our exclusive control. Air carriers, rail, coach & ship cruise companies are not to be held responsible for any act, omissions, or events during the times that passengers are not aboard their aircraft or conveyances. We are not responsible for any criminal conduct by third parties.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some cases, exclude the carrier's liability to travelers. 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.

## Participation

**JOINING A TOUR:** If you purchase a package that includes flights and/or transfers, you are responsible for making all necessary arrangements and allowing sufficient time to embark on these flights or transfers. If you miss your flights or transfers, [contact us](#) without delay. If you purchase a package that does not include flights or transfers (see [Tour Only Option](#)), you are responsible for making your own way to the package starting point, usually the first hotel listed in the itinerary. We will provide instructions for how and where to meet your tour group, manager, or guide. If for any reason you are unable to make it to the starting point on time, [contact us](#) without delay. We will make all reasonable efforts to assist you in making alternate arrangements to join your tour, but you are responsible for any extra costs incurred, and no refunds will be issued for unused services.

**TOUR MANAGERS:** On our escorted group tours, you'll be accompanied by a professional tour manager who is an authority on the destination and is responsible for the safety and wellbeing of our travelers and for the smooth operation of the tour. The decisions of the tour manager are final on all matters likely to affect the safety or wellbeing of all travelers participating in the trip.

**GROUP PARTICIPATION:** On our group tours, you'll usually be traveling with a group of strangers, and this can sometimes be challenging, especially in a foreign country. 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 traveler whose behavior is determined to be incompatible with the group. If you fail to comply with a decision made by our tour manager, behave in a way that is judged to cause or likely to cause danger, distress, or material annoyance to others, interfere with the wellbeing or mobility of the group, are deemed to be fractious to the group, at the sole discretion of Friendly Planet and/or our tour managers and representatives, we may ask you to leave the tour. In this case, we will not refund any portion of the package cost, and all expenses incurred by the termination of the touring program are your responsibility. We may also elect not to carry you on any future trips.

**AGE REQUIREMENTS:** For most of our tours & packages, you must be 18 or older to make a booking, and any other travelers on your booking must be 8 or older at the time of travel. Some packages have different requirements; see the package page or [contact us](#) for details. Travelers under 18 years at the time of travel are considered minors. Minors must be accompanied by an adult 21 years or older. One adult may accompany up to two minors. Each adult accompanying one

or more minors is jointly and individually responsible for the behavior, wellbeing, supervision, and monitoring of such minors. If the consent of a parent, guardian, or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents and documents and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. We will not be responsible for any fees, damages, or losses that may result from failure to secure necessary consents, permits, and approvals.

**TRAVELERS WITH DISABILITIES OR DIFFICULTIES:** Travelers requiring any type of special assistance must notify us of their requirements at the time of booking. We will make reasonable attempts to accommodate such special needs and to notify our airline and other partners of these requirements. However, we cannot guarantee that all disabilities or difficulties can be accommodated, especially in foreign countries and remote locales. Our coaches are generally not equipped to handle wheelchairs. Due to the nature of our itineraries, we cannot accept travelers who require service animals. We regret that we cannot provide individual assistance to travelers for walking, dining, entering and exiting motor coaches, ships, and other transportation vehicles, or to assist with other personal needs. Travelers who require such assistance must be accompanied by a qualified companion who is a paid traveler.

Our itineraries often feature sightseeing and other activities which may involve strenuous activities such as hiking moderate distances, walking up steps or over uneven surfaces, ascending to high elevations, or traveling in small boats. In general, travel conditions in some countries may be more difficult than what you are accustomed to. It is the responsibility of all travelers to consider their abilities, consult with appropriate medical personnel, and determine if they are in sufficient physical condition to comfortably undertake the requirements of each itinerary. If you are uncertain, please [contact us](#) to discuss.

If during travel, our representatives become concerned that your physical health or mental condition may make it unsafe for you to continue to participate in the planned itinerary, they may ask you to avoid certain activities. In extreme cases, we or our representatives may ask you to leave the tour. In this case, we will make reasonable attempts to transport you to the appropriate airport or other departure point, but otherwise, you will be responsible for all costs incurred. In either case, there will be no refund of unused services. You grant us and our representatives permission to discuss your situation, including your physical health or mental condition, and share any information we deem relevant with any travel companion, family member, medical professional, designated emergency contact, or other person we believe would be necessary or appropriate to deal with such concerns, at our sole discretion. Also see [Emergency Medical Treatment](#). We recommend you carry [travel insurance](#).

**ACCEPTANCE OF RISK:** You acknowledge that travel, especially to foreign and remote destinations, may involve some risk to your health and safety. The degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates. There may be a significant degree of personal risk involved in participating in physical and/or high-risk activities (such as ziplining, snorkeling, or hot air balloon rides), carriage by watercraft, or traveling to high altitudes, remote locations, or countries with developing infrastructure. Standards of hygiene, accommodation, and transport in certain destinations we visit are often lower than the standards you may expect in your home country, and there may be a risk of food poisoning, disease, or injury.

By booking with us, you acknowledge that you have considered the potential risks, dangers and challenges, and your own personal capabilities and needs, and you assume responsibility for all such risks. You agree to take all prudent measures in relation to your own safety while traveling, including but not limited to the proper use of safety devices (including seatbelts, harnesses, flotation devices, and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Absent any negligence on our part, Friendly Planet and our representatives will not be held liable for any claims or causes of action arising from any losses, damages, injuries, or death resulting from failure to comply with safety instructions or warnings or the risks inherent in travel and participating in adventurous activities included in our itineraries or otherwise offered by us or our representatives.

**EMERGENCY MEDICAL TREATMENT:** Should any medical emergency arise which precludes your ability to consent to emergency treatment when such authorization is required, we or our representatives will endeavor to communicate with your travel companions or previously designated emergency contact to request permission for any necessary treatment. If our representatives believe, at their sole discretion, that time or circumstances do not permit such communication, you authorize our representatives to consent on your behalf to any medical treatment, including all types of medical examinations, diagnoses, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the supervision of any physician or surgeon. You agree not to hold us or our representatives responsible for actions relating to any such medical or emergency treatment.

**BAGGAGE & PERSONAL EFFECTS:** In general, our tours & packages allow per person: one checked bag, not to exceed 44 pounds; one personal item such as a purse or camera bag; and one carry-on bag, which should fit under your seat or in an overhead compartment. Certain packages may have different or additional restrictions imposed by airlines, motor coaches, ships, safari vehicles, etc. We will send you specific baggage allowance information at least 14 days prior to departure. You can also review our [Airline Baggage Allowances](#) page. If you

exceed the baggage limits, you may be subject to excess baggage charges assessed by the airlines.

You are responsible for safeguarding your luggage, camera, and other personal effects, including any items purchased while on tour, while in your possession. We are not responsible for lost or stolen personal items. Luggage or other personal items that are damaged by our airline partners are the responsibility of the airline. Should this occur, be sure to submit a baggage claim form before exiting the airport, typically in the baggage claim area.

**LOCAL PURCHASES:** We make every effort to give you an opportunity to browse local markets, shops and stores, time permitting. Some itineraries include scheduled stops at specialty stores or factories where you can view a demonstration of a local craft or purchase merchandise. If you decide to purchase these or any other items while on tour, you are responsible for those purchases. We are not responsible for the quality or authenticity of these items. 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. Prices may not include shipping/handling fees or customs charges. We are not responsible for the delivery or receipt of any item you purchase while traveling.

**LOCAL LAWS:** During travel, you must always comply with the laws and regulations of all places visited. Committing any illegal act may result in your removal from a tour and put you at risk of fines or punishment by local authorities, for which we cannot be held responsible.

## **Passports, Visas & Entry Requirements**

We provide information about the requirements for U.S. passport holders to enter each destination we offer. Travelers with passports from other countries should determine the passport, visa, identification, and entry requirements that apply to them. Requirements are subject to change, often without notice, and we suggest you verify requirements with the relevant embassy or consulate. Ultimately, it is the responsibility of each traveler to understand and comply with all entry requirements, including acquiring and carrying the proper travel documents and paying any [Entry & Exit Fees](#). We will not be held responsible for any trip interruptions, cancellations, or costs incurred by failure to comply with these requirements.

**PASSPORTS:** In general, passports are required for all citizens of the U.S. and other countries traveling abroad. Your passport should be valid for at least six months after your date of return (longer for some destinations), or you may be denied entry. Some countries also require a specific number of blank visa pages in your passport.



The names of all travelers must be provided to us exactly as they appear on their passport, including titles such as Jr. or Sr. and any multiple first, middle, or last names, when you complete our [Registration form](#). Any errors that are not corrected prior to travel could prevent you from boarding your flights or your entry to some countries and may require the purchase of new airfare. See [Name Changes](#).

For some packages, you must send us color copies of each travelers' passport photo/signature page within 5 days of booking or with your final payment, whichever is sooner. If we do not receive this promptly, your booking may be subject to cancellation.

**TRAVEL VISAS & OTHER DOCUMENTS:** Travel visas are required for many countries visited on our packages. Some countries also require proof of immunization against certain diseases, and minors (children under age of 18) traveling without parents, with only one parent, or with a parent of a different surname may be required to provide other documents. Please review [the requirements](#). As a courtesy, we will send visa instructions for U.S. passport holders after you book. Any travelers that are not U.S. passport holders are responsible for determining the visa requirements that apply to them.

**ENTRY & EXIT FEES:** Some countries, airports, or ports may require the payment of entry or exit fees, border crossing fees, or other taxes or fees upon arrival or departure, which must be paid directly by the traveler and cannot be included in our package prices. You are responsible for payment of these fees. In some cases, these may be paid by credit card, but others may only be payable in U.S. or local currency. We do our best to inform you of such fees when you book and/or prior to travel, but we are not responsible for omissions or errors.

**CUBA TRAVEL:** While current U.S. law prohibits travel to Cuba by U.S. citizens and residents for tourism purposes, Friendly Planet operates legal tours to Cuba under the "Support for the Cuban People" travel category, in accordance with 31 CFR § 515.574 published by the Department of the Treasury Office of Foreign Assets Control (OFAC). U.S. citizens and residents utilizing this travel authorization must participate in the full-time schedule of authorized activities included in the package itinerary. Friendly Planet will provide all eligible travelers with valid Cuban visas. (Travelers born in Cuba who left before December 31, 1970, regardless of citizenship, will need either a Cuban passport or HE-11 visa prior to entering Cuba.) For us to obtain these visas, travelers must provide their mother's maiden name on our [Registration form](#). After we receive your final payment, we will email you an official Travel Certification form, which all travelers must complete, sign, and return. If you fail to comply with these requirements, your booking may be subject to cancellation.

## **Your Information & Privacy**



**PRIVACY POLICY:** When you make a booking, we require certain personal information (see below). When you use our website (<https://www.friendlyplanet.com/>), sign up for our newsletter, request a catalog, or interact with us in other ways, we may collect additional or other information, as described in our [Privacy Policy](#). By using our website, booking travel with us, or submitting any personal information to us, you indicate your acceptance of our Privacy Policy.

**REQUIRED INFORMATION:** To make a booking, we require that you supply certain personal information, including the full legal name, gender, birthdate, and passport information for each traveler, as required by law and/or reasonably required to enable us and our suppliers to provide your purchased travel products and services. We also require contact information, including address, phone number, and email address, from the person making the booking. We request a phone number and email address for all other travelers, except for minors and family members who live together at the same address, so that we may reach you and your travel companions in case of last minute itinerary changes or emergencies. For each traveler, we also require the name and contact information of a designated emergency contact person who is not traveling. You are responsible for verifying that any information you provide for yourself and on behalf of other travelers on your booking is complete and accurate. Under no circumstances will we be liable for any errors or omissions in the information you have provided to us, or any fees or damages related to such errors or omissions.

**IMAGES & MARKETING:** While participating in any of our packages, images, photos, or videos may be taken by us, our representatives or contractors, or other participants that may contain or feature you. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to us, our contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## **Miscellanea**

These Terms represents the entire agreement between travelers and Friendly Planet. There is no additional liability.

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors, and assigns. In the event that some other person or entity seeks compensation for claims from which you have released us from liability by agreeing to these Terms, you (or your estate) will indemnify and hold harmless Friendly Planet for all sums reasonably incurred in response to such claims, including our reasonable attorney costs and fees.

These Terms and purchases with us are subject to the laws of Montgomery County, Pennsylvania, the state of Pennsylvania, and the United States. Any dispute arising from these packages shall be litigated only in the courts of Montgomery County, Pennsylvania, which shall have exclusive jurisdiction.

We reserve the right to update or alter these Terms at any time