

## **General Terms & Conditions**

**Please read this information carefully, as payment of a deposit represents your acceptance of the following Terms and Conditions. Terms and conditions are subject to change.**

### Registration and Deposit

You must register in the name of your government issued ID you will use for travel. Ex., if your passport is in your maiden name you must register in your maiden name. Please understand that you are responsible for any name change fees. A initial deposit of \$400 per person confirms your reservation. If you make your reservation after the final payment date, payment in full will be required upon reservation provided that space is still available..

### Monthly Payments

After you make your first deposit, you are required to make monthly deposits on time or a late charge of \$50 will be imposed. If no deposits are made within 45 days of your first deposit, your booking may be cancelled for abandonment of reservation. Full payment is due at least 45 days prior to departure and may be made by credit card, PayPal, cashier's check or direct deposit. Not Just A Getaway reserves the right to cancel any reservations that are not paid in full at any time after final payment is due. All previous payments will be forfeited and the entire balance will be immediately due and payable. All late payments after the final due date are subject to a \$100 late fee and will require preapproval from Not Just A Getaway. If you find yourself in a difficult financial situation and cannot make a monthly payment please email us immediately. Please know it is your responsibility to be sure that whoever you choose as your roommate/ travel mate for your selected travel event is also making their monthly payments. If your travel companion cancels and you are unable to secure another traveler, you will be considered a single traveler and subject to the single supplement charge. We can provide roommate account summaries upon request.

### Method of Payment

PayPal is our preferred method of payment. We also accept payments of cashier checks and money orders by mail and must be made payable to: Not Just A Getaway. We also accept payments by phone, which will require at 3.75%

additional fee and will require you to submit a credit card authorization form along with your ID and a copy of the credit card.

### Tour Prices

Tour prices quoted include accommodations based on double or single occupancy; airfare from your departure city; airline taxes, fuel surcharges, departure fees, and port charges and cruise line fees (where applicable), which are subject to change until final payment has been made; internal air, rail, and motorcoach transportation, select meals, some sightseeing, and transfers as described; hotel taxes; entrance fees for included sightseeing; the services of a Not Just A Getaway Director; and all gratuities as described below. Tour Prices are also quoted without airfare.

### Not Included in Your Tour Price

Costs of passports and visas; personal expenses such as beverages, laundry, room service, and meals not specified; communications charges; airport transfers when purchasing a land-only package; gratuities to your Not Just A Getaway Director and shipboard personnel (if a cruise is included in your tour), which are at your discretion; and a Travel Protection Plan (please see below). Additional baggage fees levied directly by the airline(s) may apply and are subject to change at any time. You should confirm directly with your airline(s) prior to departure.

### Cancellations and Refunds

Because Not Just A Getaway has contractual agreements with hotels, airlines and other vendors that will not allow us to obtain any refunds, we will not refund the cost of any unused portion of your tour package. This allows us to keep our package prices low and allow you to make monthly payments on your vacation. All final payment dates are clearly noted on the website of the event you have selected. It is your responsibility to be sure payments arrive to us on or before that date. All payments are **NON-REFUNDABLE & NON-TRANSFERABLE**. If you cancel within 90 days of departure, you will be required to pay the entire balance immediately. Not Just a Getaway assumes no financial responsibility for any cancellations or delays resulting from invalid passports, visas, or other travel document requirements, or for tickets or other travel documents that do not reflect your name exactly as it appears on your passport. Not Just a Getaway reserves the right to change the itinerary of the tour without prior notice. If because of low

participation Not Just A Getaway cancels your tour, you will receive a complete refund of all payments you have made to us which will constitute full settlement.

### Changes to Your Reservation

If you make any changes to your reservation, a \$100 per person administrative fee will apply, in addition to any fees or penalties imposed by airlines, hotels, or other third parties. Changes are subject to availability and cannot be guaranteed. If your reservation changes from double occupancy to single occupancy for any reason, you will be charged the single supplement. Please note that no changes to your departure date are allowed within 95 days of departure. No changes to your reservation can be made within 30 days of departure.

### Required Information

Upon reservation, we will need to obtain from you passport information including the following, in accordance with the Transportation Security Administration's (TSA) Secure Flight program, as well as by our international travel partners: your full name as it appears on your passport, date of birth, and gender (for further information, please visit [www.tsa.gov](http://www.tsa.gov)). In the event an airline ticket is issued with incorrect information you have provided, or if you use a different passport than originally cited, you will be responsible for charges associated with the ticket's reissue.

### Travel Documents

A passport valid for at least six months after the completion of your tour is required for U.S. citizens on all tours on this website. If your tour requires a visa(s), we strongly recommend that you have at least six blank visa pages available; for tours not requiring a visa(s), we recommend that your passport has at least three blank visa pages. We will send you specific visa and entry requirements after you make a reservation. You are responsible for obtaining these documents. If you are not a U.S. citizen, please contact your embassy or consulate to ensure you obtain the proper documentation.

### Health and Medical Issues

We welcome all travelers, but request that you be in good health to participate in a Not Just A Getaway tour. All of our tours involve a reasonable amount of walking (typically two to three miles per day), often uphill or on uneven or cobblestone

streets. You must be able to get on and off motorcoaches on your own. We regret that we cannot provide individual assistance; in such cases you must be accompanied by a companion who will assist you. Please note that our itineraries cannot accommodate wheelchairs. We reserve the right to remove anyone whose physical condition or behavior, in our opinion, compromises the operation of the tour or detracts from the enjoyment or safety of the other tour members. In that event, Not Just A Getaway assumes no financial responsibility for any unused portion of the tour.

### Travel Protection Plan

We strongly recommend that you protect yourself and your investment in case you have to cancel or interrupt your vacation.

### Air Transportation

Some tour packages include round-trip international airfare based on economy class from designated departure cities as shown. Airfares from other cities are available upon request. Airline upgrades at additional cost may be available on request for the international portion of your flight. Since international and domestic air schedules are subject to change at any time, we recommend that if you choose to make your own airline reservations, you do not purchase non-refundable tickets or those with high penalties for changes. Not Just A Getaway shall not have any liability for any loss resulting from tour cancellations or changes in international gateways, travel dates, or airline schedule changes.

If an air schedule requires an overnight stay in a gateway city, the cost of the overnight will be at your expense. Please note that seat assignment on your international flight is usually done at check-in. Not Just A Getaway is unable to guarantee any seat assignments.

When planning our tours, we contract with those airlines that we feel provide the level of service, routings, and value necessary for your entire trip. While another airline may offer more direct service, it may be at a price unavailable at the lower group rates that enable us to offer you the best possible travel value. Please note that frequent flyer mileage credits are issued at the discretion of the airline(s) and may not be available for the flights on your tour.

If you prefer to make your own airline reservations, ask your Travel Counselor about the “land only” price available on most of our tours.

### Responsibility

Not Just A Getaway, LLC., and its employees, shareholders, subsidiaries, affiliates, officers, successors, and assigns (collectively “Not Just A Getaway”), do not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities; airline, vessel, or other transportation companies; pack animals, guides, or guide services; local ground or safari operators whether or not they use the Not Just A Getaway name; providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Not Just A Getaway is not liable for any negligent or willful act or failure to act of any such person or entity or of any other third party. In addition, Not Just A Getaway is not liable for any negligent act or failure to act because of it.

Without limitation, Not Just A Getaway is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or *force majeure*, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, epidemics or the threat thereof, criminal conduct, terrorist activities or the threat thereof, sickness, illness, the lack of availability of or access to appropriate medical attention, activities or climatic conditions for which the traveler is physically unprepared, overbooking or changing of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time.

Not Just A Getaway, LLC. reserves the right to correct errors in pricing and rates are subject to change.. We reserve the right to cancel an advertised tour, decline to accept a reservation, or remove a person from a tour if it is determined by our representative to be in the best interests of the health, safety, and general well-being of the other tour members. We will make every effort to operate our tours as planned, but we reserve the right to make itinerary changes as necessary. If unforeseen circumstances require us to change a hotel, we will select alternative

accommodations of the same or better quality. Cruise itineraries may change due to factors such as government regulations, water levels, or weather conditions.

### Binding Arbitration

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be resolved solely and exclusively by binding arbitration in Georgia, in accordance with the then existing commercial rules of the American Arbitration Association. In any such arbitration substantive Georgia law will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.