

TERMS AND CONDITIONS

Travel Documents

Passengers are responsible for ensuring that PASSPORTS are valid for six month past the travel date. Note, some countries require a free page for stamping purposes. If you are a not a US citizen please check with your countries consulate to ensure there are nor further travel documents required for your travel

Once full payment has been received, all travel documents will be sent via email on or before 30 days of departure dates. Please note this includes, any VISA documents that are required for travel.

Payments

Black and Traveled LLC accepts all major credit/debit cards. Final payments are due to be received 60 days prior to the departure date.

DEPOSITS are non refundable. FULL PAYMENT for trips are acceptable once a trip has closed and must be paid at least 60 days prior to departure date if there is space available.

There is a fee charged for every LATE monthly payment accrued during your payment schedule. All fees will be added to the final invoice. In the event the final invoice is late, the fee will be aded the day after your final due date. If more than 2 payments are late, your reservation will be canceled and funds are non refundable.

If your reservation has been cancelled you have up to 14 days to reinstate your reservation. A service fee of \$150 as well as any outstanding payments will be due in order to complete reinstatement.

Passengers are responsible for ensuring their roommate is making their payments. If your roommate cancels, you will be switched to single occupancy and the final invoice will be adjusted for the difference.

Reservations

Passengers are responsible for ensuring their names are current at the time of booking. Name changes will incur a \$75 fee plus any fees that will be charged by the supplier. In the event you would like to remove any optional tours and transfers a \$35 fee will be incurred. Note that these reservations policies do not pertain to cancellations. Cancellations include, name changes to airline reservations and replacing a traveling passenger with another traveling passenger.

Cancellations

Cancellations will only be accepted in writing. Any cancellation requests should be sent to info@blackandtraveled.com and include your full name, date and destination of travel.

Refunds

All payments made to Black and Traveled LLC. are non refundable after 15 days of them being paid. Payments are not transferrable. We want to continue to offer competitive travel options and payment plans and in order to do that we need to keep our contractual obligations with our vendors. Note if a refund is permitted it may be in the form of travel credits and it is not guaranteed to be a monetary refund.

In the event a trip has been cancelled by the airlines + hotels due to unforeseen circumstances refund will be supplied less 20% for fees and services. This is only contingent upon the vendors cancelling the trip it does not cover trips that are cancelled by the traveler.

Airlines

Black and Travelled LLC. is not responsible for the rules and regulations imposed by the airlines. It is at the airlines discretion to change/alter flight schedules without notice, Black and Traveled is not responsible for those changes. For tickets purchased by the traveler, it is the travelers responsibility for any costs and/or penalties incurred. It is the travelers responsibility to ensure the ticket matches the requirements for tour package itineraries, in the event it does not, Black and Traveled reserves the right to require a rebooking of the ticket.

Airlines reserve the right to require immediate issuance of tickets for heavily booked flights, in this instance Black and Traveled will require full payment of airline tickets. This situation overrides payment schedule, terms and conditions.

Airlines have the sole responsibility of assigning seats on group flights. If you require a higher class of seat, it is recommended that passengers book their own flights and purchase the Land package.

Name changes may require a ticket to be cancelled and rebooked. Black and Traveled LLC. is not responsible for any fees associated with name changes of a ticket or the subsequent rebooking of a reservation. Regardless of the airline fee required for the name change an additional \$50 fee collected by Black and Traveled LLC. Any name change requests must be sent via email to info@blackandtraveled.com.

In the event of an airline schedule change, Black and Traveled LLC will make a concerted effort to inform all passengers any changes prior to the departure date. Black and Traveled LLC is not responsible for nor can compensate for seat assignment changes, schedule changes or cancelations put into effect by the airlines.

Hotel

Rooms will be booked as a standard double bed room, unless passengers specifically request a king bed. Black and Traveled LLC will send any passengers rooming request but it is up the hotels discretion to honor the request.

When booking flights for the Land packages, pay close attention to note check-in and check out times and keep that in mind when booking. Black and Traveled reserves the right to change accommodations as we see fit and ensure the substitution will be to a hotel of equal or higher value.

Meals

Review the trip page to ensure a full understanding of what is and is not included as it pertains to meals. When a meal is covered in the cost of the trip, note it does not include beverages, those will be paid for by the passenger. Please submit in writing to info@blackandtraveled.com any dietary restrictions 30 days in advance of the departure date.

Tours & Itineraries

Black and Traveled LLC will alert travelers of dates and times for scheduled tours/events. It is the travelers responsibility to ensure they are in the designated meeting spot on time. Black and Traveled LLC. reserves the right to amend any scheduled tours due to unforeseen circumstances including weather, closures due to national holiday or special occasions. Black and Traveled LLC. provides additional activities, restaurants and events to occupy your free time. Providing these options does not constitute as an endorsement in any way. Choosing one of those provided options is up to the discretion of the traveler.

Agreements

Upon booking a trip you have formally accept Black and Traveled LLC. terms and conditions. Travel documents will be withheld until the signed passenger agreements are returned. By signing the Traveler agreement, you are hereby agreeing to the terms as outlined within.

I understand that Black and Traveled LLC. are not the source or supplier of the travel services I have requested, and acts solely as an agent for the actual suppliers of such services. I have been advised that the suppliers whose names appear in the information supplied to me are those who are actually responsible for providing the travel services I have purchased. I consent to and request the use of those suppliers and agree not to hold Black and Traveled LLC responsible should any of these suppliers: 1) fail to provide the travel services I have purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

I accept that Black and Traveled LLC. are not responsible for, nor will I attempt to hold either of them liable for any injury, damage or loss I may suffer on the account of any conditions, actions or omissions that are beyond reasonable control. I agree that this disclaimer includes the entire traveling party and that in the event of any disputes; they may only be litigated in the state of New Jersey, with a maximum penalty not to exceed the total earned by Black and Traveled LLC. in the original transaction.

I will review my travel documents for accuracy upon receipt and understand that I may contact Black and Traveled if I have any questions. I understand that discounted fares typically involve restrictions and that changing any aspect of my travel arrangements may result in the payment of additional money. Conversely, cancellation of any aspect of my travel arrangements may result in financial penalties, in accordance with the supplier's cancellation policies.

I have been advised to use a form of payment other than cash or check that may offer me the opportunity to dispute the charge should a vendor cease operating.

Privacy Notice (TSA Update: August 13, 2009): The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C section 114, the Intelligence reform and Terrorism prevention Act of 2004 and 49 C.F.F parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at www.tsa.gov.

I understand that the Transportation Security Administration requires me to carry a government issued identification card in order to board a flight. I have been advised that the name, date of birth and gender that

appears on my identification card must exactly match the same such data that is listed on my airline ticket and in my booking records. I acknowledge that my failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing me to miss my flight.

Black and Traveled LLC. is not responsible for the issuance of travel identification such as passports and/or visas and travelers should ensure they have or have been approved for the appropriate documents before purchasing travel.

I understand that if traveling internationally, I must have a valid passport and depending upon my destination and nationality, I may need to obtain one or more visas.

NOTE TO CLIENT: Passport and visa information may be obtained by contacting the Travel Advisory Section of the US State Department at 202.647.5225 or by visiting the State Department's website at travel.state.gov. Non-US passport holders should be sure to contact the embassies of their destination and transit countries to obtain entrance requirements. To obtain medical information, you may contact the Centers for Disease Control at 404.332.4559 or visit the CDC's website at www.cdc.gov.

I understand that the airline tickets, air tours or other products I am purchasing are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. I acknowledge that I may be charged additional sums by Black and Traveled LLC. to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. I hereby consent to any post-purchase price increases and authorize Black and Traveled LLC. to charge payment for such additional amounts after I have been notified of pricing change.

In some locations, your aircraft may be subject to insecticide spraying prior to the flight or while you are on the aircraft, you are strongly encouraged to always check the list of countries that require airlines to treat the passenger cabin with insecticides <http://alturl.com/3rtty> as this list is updated regularly.

I understand travel insurance has been offered to me for purchase to cover certain risks inherent in travel such as supplier bankruptcy, trip interruption and/or the inability to travel due to a medical or personal emergency. If I choose not to purchase travel insurance or if I purchase travel insurance on my own (not through Black and Traveled LLC), I understand that Black and Traveled LLC. requires that I confirm or decline insurance in writing.

This is to confirm that, in keeping with all applicable laws, I am instructing the above agent to purchase travel and/or travel insurance against the form of payment verbally instructed.

Expected Traveler Conduct: All travelers are expected to conduct themselves in a respectful, considerate, and polite manner towards fellow travelers, guides, and local residents during the trip. Disrespectful, rude, or unbecoming behavior may result in immediate dismissal from group activities, at the sole discretion of Black and Traveled LLC. In such cases, the traveler will be responsible for any additional costs incurred, including transportation and accommodations. No refunds will be provided for missed activities or early departures due to dismissal resulting from inappropriate behavior.

Disclosure of Mobility Issues: All travelers are required to disclose any mobility issues or limitations that may affect their ability to participate fully in the scheduled activities during the trip. Failure to disclose mobility issues or limitations may result in limitations on participation in certain activities or, in extreme cases, removal

from the trip entirely. It is the traveler's responsibility to provide accurate and complete information about their mobility to ensure the safety and enjoyment of all participants. Black and Traveled LLC reserves the right to modify or cancel activities in the best interest of the group, and no refunds will be provided for missed activities or early departures due to undisclosed mobility issues.

Force Majeure. In no event shall Black and Traveled LLC be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause trip interruption, delay or cancellation.

I further understand that I have authorized this transaction and will hold Black and Traveled LLC harmless with respect to these instructions. It is understood that the above agency may request government issued photo identification and may verify the billing address of the card.

Photographic release Black and Traveled LLC. may take photographs or video of its trips and trip participants grant Black and Traveled LLC. permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

Guarantee

We at Black and Traveled LLC. understand that flexibility and peace of mind are crucial when it comes to planning your travels. That's why we've established our Unwind Guarantee.

With our Unwind Guarantee, if you are not happy with your group trip experience, we will offer a trip of equal value for free the next year.

Please note that the Unwind Guarantee applies only to the booking of group trips and does not cover flights. Additionally in order to qualify for the Unwind Guarantee travelers must meet 5 requirements. These are outlined below:

1. **Stay in the Loop:** We request your active participation in our communications to ensure no detail is missed.
2. **Share Your Info:** Your timely and accurate personal and travel information help us tailor the experience perfectly to your needs.
3. **Give Your Opinion:** We appreciate your active participation in our surveys or feedback requests to help us improve.
4. **Timely Commitments:** All payments for the initial trip are to be made by the specified deadlines to secure your spot.
5. **Adventure Etiquette:** We request you to adhere to the trip itinerary and respect guidelines set out by our tour guides and local cultures.

While we hope you won't need to use it, our Unwind Guarantee is here to provide you with additional reassurance and a worry-free booking experience. After all, we believe that travel should be about relaxation and discovery, not stress.

These terms and conditions are subject to change without notice.

Revised: 11/7/23