

AGENCY DISCLAIMER

Unique Travel of Palm Beach, Inc., its representatives and dba Unique Voyages (“Unique Travel”) acts solely as an agent for various suppliers of travel and other services (i.e., cruise lines, tour companies, hotels, airlines, railroads, and/or owners or contractors providing accommodations, transportation and/or other related services), herein referred to as the “supplier” **Unique Travel** does not own, manage, control, promote, run, or operate any transportation or recreational vehicle, motel, hotel, restaurant or any supplier of services. All exchange orders, coupons and/or tickets are offered subject to the General Information and Terms and Conditions under such services are provided by the suppliers.

SPECIAL NOTICE: Delays, cancellations and overbookings may occur on air flights, cruises, and land reservations by the participating carriers and suppliers. Unique Travel cannot and will not assume responsibility for their or anyone’s acts. Unique Travel shall not be held liable for potential risks and any and all hazards associated with travel where injury of any type, delays or methods of doing business or substandard or negative conditions or any other adverse conditions have or may occur. Deposit or payment for travel services constitutes consent to all terms, conditions and agency Disclaimer.

Unique Travel shall not be responsible nor assume any liability for any of the following:

1. Any cancellation of services by the supplier of any liability in arranging transportation, hotel and other accommodations **Unique Travel** is not responsible for personal injury, illness or property damage or other loss or expense of any nature whatsoever arising directly or indirectly out of any actions of any person or supplier of services, programs or accommodations. You are participating in any travel arrangements at your own risk and **Unique Travel** assumes no responsibility for disappointments at all or for any death, injury, illness, sickness, disease, natural disaster, injury, loss, delay, accident, expenses or defect that may result from your travel. **Travel Insurance is strongly recommended** to cover the costs of some of these items. All such losses or expenses will have to be borne by the passenger, who again **is advised to take travel insurance** which is available at Unique Travel.
2. Any change or modifications by the supplier of itineraries, air carrier, routing, scheduling, departure date, level of accommodations, etc.
3. Fluctuations in fares, rates, exchange rates, surcharges, taxes, fees and/or price differentials.
4. **Unique Travel's** sole responsibility is to book your travel and will not be responsible for anything other than booking your travel. All travel is solely the responsibility of the Passenger and not of **Unique Travel**.

If you wish to leave from any city other than the gateway cities provided in the cruise/tour package, etc. or elect to change the air routing provided by the cruise/tour package, Unique Travel will at your direction, reschedule your transportation at the adjusted current tariff and deviation charges. It is the responsibility of the passenger to re-confirm his/her flights with the airlines. Flights may be missed due to schedule changes or other acts and air schedule changes may cause cancellations.

All cruise line/tour companies have their own cancellation policies, It is the responsibility of the purchaser to acquaint him/herself with said policy. Should a cancellation become necessary, please inform **Unique Travel** immediately in writing and request a written confirmation of your cancellation. Upon, receipt, **Unique Travel** will follow industry procedures for refund as outlined in the supplier’s brochure and subject to their review.

In addition to any and all cancellation penalties imposed by the cruise line/tour operator, etc., **Unique Travel** may assess the following cancellation penalties in addition to supplier penalties:

1. A \$75.00 per person administrative fee for any cruise/tour cancelled by the client prior to the date of supplier penalties.
2. For cancellations made once supplier penalties are in effect a cancellation fee of 15% of the total package may be assessed.

Trip cancellation/interruption insurance, which covers the cancellation penalties, is strongly recommended. Health and baggage insurance is also available. Special insurance waiving the pre-existing conditions exclusion maybe available but must be taken and paid for within 7 days of deposit.

Providing Unique Travel with credit card information for payment assumes that the passengers and clients are authorizing this credit card information to be used for payment of their travel plans, both deposits and final payments for travel arrangements made by Unique Travel.

Notice: Client traveling to a foreign destination **must check** the State Dept. advisories for that Country and the CDC. State Department: <https://travel.state.gov/content/passports/en/alertwarnings.html>

CDC: <http://wwwncdc.gov/travel/notices>

All Passengers 18 years of age and over must have government-issued photo identification for domestic travel. All passengers including children must possess a passport valid for 6 months after return date and appropriate visas and documents on international travel. The name on your ticket must match the name on your I.D. or passport. It is the client’s responsibility to confirm all information is correct on receipt of all documents and communications.
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TRAVEL WAIVER (Travel Disruptions)

Moving forward in a COVID-19 world, Unique Travel strongly urges all travelers to purchase travel insurance and Cancel For Any Reason trip coverage whenever available.

Unique Travel is unable to modify the Terms and Conditions of our Travel Suppliers (airlines, cruise lines, tour operators, hotels, rail, car rentals, etc.) Unique Travel of Palm Beach, Inc. and its representatives will not be responsible for any travel supplier's itinerary changes, modifications, future credits and policies.

All itineraries including tours, airlines and cruise lines (including ports of embarkation & debarkation) can be changed at any time at the discretion of the respective supplier. Itineraries which are cancelled by cruise lines, tour operators and other suppliers are subject to the terms and conditions set forth by the supplier or suppliers involved. Airline itineraries/equipment and seat assignments are subject to change at any time. Refunds and re-accommodations are at the discretion of the carrier and are subject to their Contract of Carriage and fare rules. Unique Travel of Palm Beach, Inc. and its representatives ("Unique Travel") is unable to modify the terms and conditions of travel suppliers nor can we be held accountable for any failure of any travel supplier regarding the processing changes or refunds whether within the suppliers' travel policy or not.

Any changes made to your travel itinerary by airlines, travel suppliers, cruise companies or government entities are usually excluded from reimbursement by travel insurance companies. In addition, Unique Travel is not financially or otherwise responsible to make up any difference for non-covered insurance losses and travel expenses incurred by the client ("You").

Voluntary cancellations of a scheduled and confirmed trip by you for any reason are subject to the terms and conditions of the supplier. If you choose to cancel any part of your trip due to fear for a destination, and the supplier is still operating, you are still under any penalties which the supplier imposes. Reports by the media or other entities are not a valid reason for cancellation. Unique Travel has no control over said penalties which may be incurred from any supplier & will not be held responsible for said penalties. Should your itinerary contain various components, i.e. cruise, hotel, private guides, land excursions, air and any other types of travel as it relates to your itinerary, you must be aware that if one or more parts of your itinerary is changed and/or cancelled this does not guarantee all of the suppliers involved in your transaction will change or cancel and you would be under all penalties which would be incurred by any of the other suppliers. Should you make independent travel arrangements apart from the arrangements Unique Travel has made on your behalf, you accept full responsibility for any and all penalties and changes set forth in the terms and conditions set forth in those arrangements.

Unique Travel will impose an administrative fee of 15% of the total cost of the trip should you be under penalty with a supplier in the event you choose to cancel.

Unique Travel of Palm Beach has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. Unique Travel has made a best effort to provide you with the best available information we have regarding the pandemic-protective policies and practices of the suppliers involved, but that you understands that the supplier(s) may not apply those policies as diligently as the policies suggest. Even if the supplier makes a good faith effort to enforce its good practices, some individuals may simply refuse to cooperate. For information concerning possible dangers at destinations, Unique Travel of Palm Beach recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, Unique Travel of Palm Beach recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release Unique Travel of Palm Beach from all claims arising out of any problem covered in this document, and to submit all other claims against us within 30 days after the return of your trip. You agree that the courts in Palm Beach County will be the exclusive jurisdiction for all claims brought by you or Unique Travel of Palm Beach, and you hereby submit to the personal jurisdiction of those courts.

For your protection, we strongly recommend that you purchase trip cancellation insurance and that you check the appropriate box below. We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased.

On the date indicated below, I requested that Unique Travel of Palm Beach, Inc. and its representatives ("Agency") make one or more travel bookings on my behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Unique Travel of Palm Beach has no control. I further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By signing below, I hereby agree to hold Agency harmless and release it from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans.

CLIENT HAS ELECTED TO [] WAIVE [] TAKE INSURANCE

Client Signature

Date

Print Client Name