

Terms & Conditions

SMILES AND MILES TRAVEL

Terms and Conditions

PLEASE READ THIS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CALL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Please thoroughly review these terms and conditions of Smiles and Miles Travel and smilesandmilestravel.com, herein referred to as SMILES AND MILES TRAVEL. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting this receipt and making payment to SMILES AND MILES TRAVEL, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

BOOKING ACCURACY/LEGAL NAMES: Passenger is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify SMILES AND MILES TRAVEL immediately if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

TRAVEL DOCUMENTS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases SMILES AND MILES TRAVEL from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. SMILES AND MILES TRAVEL recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements. **Please note, effective January 23, 2007 a valid passport will be the only acceptable document for travel to Mexico.**

Suggested reference materials for passport, visa, health requirements as well as travel advisories:

For US Citizens: <http://travel.state.gov>

Western Hemisphere Travel Initiative: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html

US State Department Travel Warnings: http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html

US State Department Travel Alerts: http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html

US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>

Visa information for US citizens: http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

(examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

For Canadian citizens: <http://www.ppt.gc.ca>

*Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

PAYMENTS: SMILES AND MILES TRAVEL holds reservations until “Deposit Due Date” indicated on your confirmation. If deposit/payment is not received by SMILES AND MILES TRAVEL on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Passenger(s) voluntarily hold SMILES AND MILES TRAVEL harmless for cancellation of any booking for either late payment or declination of a credit card.

PRICING: Prices and availability quoted by SMILES AND MILES TRAVEL are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Passenger agrees that SMILES AND MILES TRAVEL is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is SMILES AND MILES TRAVEL responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold SMILES AND MILES TRAVEL harmless for any actions or damages arising from Supplier pricing.

SMILES AND MILES TRAVEL reserves the right to charge Passenger(s) for any increase in taxes, fees or surcharges (i.e. fuel). Passenger(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

AIRFARE:

a. General Conditions Governing Air Transport

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger is responsible for any such fees. With regard to the purchase of air tickets, SMILES AND MILES TRAVEL acts simply as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airlines policies and may not be able to be made until you are at the airport on the day of departure. Airline tickets booked through SMILES AND MILES TRAVEL may not eligible to earn frequent flyer miles. You agree to confirm all bookings with the airline prior to the stated date of departure (SMILES AND MILES TRAVEL recommends confirming 72 hours prior).

Direct flights may be “non-stop” or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. SMILES AND MILES TRAVEL will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

SMILES AND MILES TRAVEL’s responsibilities in respect to air travel are limited by the relevant airline’s conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by SMILES AND MILES TRAVEL. SMILES AND MILES TRAVEL is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. SMILES AND MILES TRAVEL will not provide any refund for Trips missed, in part or full.

b. Prohibited Practices

You agree that you will not deviate from your booking by making any unscheduled stopovers. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the your actual point of origin of travel, or to a more distant point(s) than your actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden City Ticketing” or “Point Beyond Ticketing” and is prohibited. The purchase and use of round-trip tickets for the purpose of one-way travel only, known as “Throwaway Ticketing” is prohibited. The use two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as “Back-to-Back Ticketing” is prohibited.

Where a ticket is purchased and used in violation of these rules, SMILES AND MILES TRAVEL and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following:

- 1) Invalidate the ticket(s);
- 2) Cancel any remaining portion of your itinerary;
- 3) Confiscate any unused Flight Coupons;
- 4) Refuse to board you and to carry the your baggage;
- 5) Assess you for the actual value of the Ticket which shall be the difference between the lowest fare applicable to your actual itinerary and the fare actually paid;
- 6) Delete miles in your frequent flyer account and/or terminate your participation in the frequent flyer program;
- 7) Take legal action against you.

c. Loss of air tickets

You agree to safeguard your tickets and bear any and all costs related to loss of theft. If you lose your air ticket or if your ticket is stolen, SMILES AND MILES TRAVEL advises that you immediately report it to the police and to the airline.

d. Luggage

Each airline has its own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. SMILES AND MILES TRAVEL strongly recommends that you obtain an insurance policy covering the value of your items.

e. Limitation of Liability for Air Transport

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT SMILES AND MILES TRAVEL IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

ACCOMMODATIONS AND ACTIVITIES: "Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, camp grounds, and resorts.

a. Accommodation classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by SMILES AND MILES TRAVEL correspond to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the "star" designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. SMILES AND MILES TRAVEL makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform you as soon as we are aware of this necessity.

b. Taking possession of and vacating your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. SMILES AND MILES TRAVEL is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room.

c. Types of room

Room classifications and amenities may vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. SMILES AND MILES TRAVEL makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

d. Meals

These depend on the meal plan chosen / applicable.

- All-inclusive. This includes accommodation, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, local alcohol). Some alcoholic drinks may not be included and will be billed separately.
- Full board. This includes accommodation, breakfast, lunch and dinner, but no drinks.
- Half board. This includes accommodation, breakfast and either dinner or lunch, but no drinks.

In the case of full board or half board, drinks are not included, unless specifically mentioned in the description. In some countries drinking water is not always available, and any bottles of drinking water bought are therefore at the customer's expense. It is necessary to comply with the all relevant rules, particularly with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks.

e. Activities offered during your stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. SMILES AND MILES TRAVEL may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

It may happen that certain activities referred to in the Trip description are no longer provided by our local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that SMILES AND MILES TRAVEL is not liable for activities unavailable due to any of the reasons listed above.

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMILES AND MILES TRAVEL SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

f. Infants

We ask parents travelling with infants to bring with them the appropriate food for their child, as they may not be able to find it at their destination. You may be asked to pay a charge, for example for provision of a cot and/or for heating baby food and drinks. You should request this when making your reservation, though we cannot confirm the availability of such services.

g. Pregnant women

SMILES AND MILES TRAVEL advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in the Trip. You agree that SMILES AND MILES TRAVEL will not be liable for any damages arising from inability to participate in any or all of the Trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

h. Travelers with special needs or disabilities

If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. SMILES AND MILES TRAVEL make no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. SMILES AND MILES TRAVEL has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

CANCELLATION POLICIES: All cancellations or no-shows are subject to penalties imposed by the supplier. If you require a copy of these terms, please contact the supplier or your agent at SMILES AND MILES TRAVEL. Additionally, all booking cancellations, transfers to another Agency, or no-shows are considered cancellations and subject to a non-refundable **\$50** per person fee imposed by SMILES AND MILES TRAVEL. **The cancellation fees imposed by SMILES AND MILES TRAVEL are waived if the written request is received within a 3 business day grace period from your booking date as noted on the attached confirmation.**

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

individual needs. SMILES AND MILES TRAVEL is limited to advising you of the need for such coverage.

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

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

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which you the passenger are responsible for reviewing upon receipt of your travel protection policy. SMILES AND MILES TRAVEL is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with SMILES AND MILES TRAVEL due to privacy laws (e.g. HIPAA). Accordingly, you acknowledge that SMILES AND MILES TRAVEL cannot be involved in any aspect of your claim/request for service. Passenger(s) acknowledge and agree that SMILES AND MILES TRAVEL has no control over the travel insurance provider or its coverage decisions, and as a result SMILES AND MILES TRAVEL is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

AGENT/INTERMEDIARY: SMILES AND MILES TRAVEL is simply an intermediary between the Suppliers and the public. SMILES AND MILES TRAVEL does not own or operate any of, hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Passenger(s)' trip. Passenger(s) acknowledge and agree that SMILES AND MILES TRAVEL shall not be responsible for any loss, damage, delay, inconvenience or injury to Passenger(s) or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than SMILES AND MILES TRAVEL or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

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

SMILES AND MILES TRAVEL recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to SMILES AND MILES TRAVEL at the time of reservation upon initial booking so SMILES AND MILES TRAVEL can contact the Suppliers to investigate amenities and/or special accommodations offered. Passenger is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers

may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that SMILES AND MILES TRAVEL shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

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

LIMITATION OF LIABILITY: Without limitation, Passenger(s) assume the risk of, and agree that SMILES AND MILES TRAVEL is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

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

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

The failure of SMILES AND MILES TRAVEL to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. SMILES AND MILES TRAVEL does not guarantee it will take action against all breaches of this these Terms and Conditions.

SEVERABILITY: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

HEADINGS: Headings are for reference purposes only and do not limit the scope or extent of such section.

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of Massachusetts. The Parties agree that the arbitration shall take place in Barnstable County, Massachusetts and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against SMILES AND MILES TRAVEL. If Passenger(s) fails to submit their claim to arbitration and instead files suit, SMILES AND MILES TRAVEL shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and SMILES AND MILES TRAVEL agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

Rev. 1/13/2014 to fix updated link to Government page. All other terms remain the same.