

## **Terms and Conditions - SAJ Travel Planning Services**

By booking, registering for, making a payment towards, or participating in a tour or other travel program or service arranged by SAJ Travel Planning Services (“SAJ Travel,” “we,” or “us”), you (“the traveler,” “customer,” “you,” or “your”) agree to be bound by these Terms and Conditions. These Terms constitute the entire agreement between the traveler and SAJ Travel. Please read these Terms carefully as they represent a legally binding contract.

### **1. Agreement**

SAJ Travel Planning Services acts as an intermediary for Suppliers (including but not limited to travel agents, tour sponsors, tour operators, tour guides, transportation providers, land operators, airlines, cruise lines, railroads, common carriers, hotels, resorts, restaurants, and other providers of transportation, lodging, or services). SAJ Travel is not responsible for breach of contract or any intentional or careless actions or omissions by such Suppliers, which result in any loss, damage, delay, or injury to you or your travel companions. Unless the term “Guaranteed” is specifically stated in writing, we do not guarantee any Supplier’s rates, bookings, reservations, connections, scheduling, or handling of personal effects

### **2. Bookings and Prices**

To make travel bookings with SAJ Travel, you accept all these Terms and confirm that all information supplied for the purposes of booking is true, accurate, current, and complete.

Advertised package prices are based on double occupancy (two travelers) in one room. A single supplement is charged for travelers who are not sharing a room. Total price varies based on dates, flights, hotels, and optional services or upgrades you select. Prices and availability are subject to change until your booking is confirmed and a deposit has been received and cleared.

SAJ Travel reserves the right to increase the price of your travel program in the event of unforeseen increased costs from Suppliers, tariffs, taxes, or significant foreign-exchange fluctuations. We will make reasonable efforts to maintain your quoted price. In the event that we must charge an unavoidable supplement, you will have 10 calendar days from written notification to accept any revised pricing or make an amendment to the itinerary to balance out the increased cost.

### **3. Payments, Deposits, and Fees**

A non-refundable deposit is required to secure your booking. Deposit amounts vary by trip and will be specified at booking. Installment and final payments are due as outlined at booking. Failure to pay by the due dates may result in cancellation and forfeiture of your deposit.

Payments can be made via specified methods on our website. Transaction fees may apply to certain payment methods.

#### **4. Cancellation Policy and Process**

Baseline cancellation policies and penalties apply unless superseded by specific program materials. Cancellations must be submitted in writing via email to [suzanne@sajtravelplanning.com](mailto:suzanne@sajtravelplanning.com). The effective date is when written notice is received by SAJ Travel during regular business days and hours. Applicable penalties depend on this date.

Deposits are non-refundable unless expressly stated otherwise. Most airline tickets are non-refundable after ticketing and subject to airline-imposed change or cancellation fees and government taxes. Change or cancellations are at the airline's discretion and any fees arising out of cancellation will be the traveler's responsibility.

#### **5. Refund Policy and Cancellation Fees**

Cancellation fees are calculated as the total received by SAJ Travel minus non-reimbursable expenses including, but not limited to: non-refundable deposits, service fees, government taxes, optional tours, accommodations, upgrades, shared transportation costs, shared guide costs, and ticketed airfare. Cancellation fees and deadlines will vary from one tour to another according to the suppliers involved.

On average, a Standard Cancellation Fee Schedule represents the following penalties, however, when installment payments are due, these installment payments are typically nonrefundable.

- At booking: non-refundable deposit
- More than 100 days before departure: 50% cancellation fee
- 76 to 99 days before departure: 65% cancellation fee
- 75 to 46 days before departure: 80% cancellation fee
- 45 days or fewer before departure: 100% cancellation fee (no refund)

Refunds, if applicable, will be processed promptly. In some instances we must wait to receive refunds from suppliers before processing a refund to the customer. Credit-card refunds will be returned to the original card.

## **6. Travel Insurance**

Travel insurance is strongly recommended. It is your responsibility to secure adequate coverage for medical expenses, emergency repatriation, personal injury, trip cancellation, baggage loss, and other potential losses. SAJ Travel can provide insurer referrals, but purchase is your responsibility.

## **7. Passports and Visas**

You are responsible for ensuring that you have all necessary and valid travel documents, including passports and any required visas, permits, and certificates, valid for the duration of your trip and beyond. Your passport must be valid for at least six months beyond your intended date of return. SAJ Travel may provide initial guidance; however it is your responsibility to check with the appropriate consulates or embassies for the latest visa requirements. SAJ Travel does not provide advice on travel documents and makes no representations or warranties as to the accuracy of any information provided.

## **8. Baggage**

Baggage allowances vary by airline and may be subject to change. SAJ Travel may provide initial guidance; however, it is your responsibility to check the specific baggage restrictions of your airline. Baggage and personal effects are at the owner's risk throughout the travel program. SAJ Travel is not responsible for any lost or damaged luggage. Excess baggage charges are the responsibility of the traveler.

## **9. Changes and Amendments to Travel Programs**

Itineraries and arranged sightseeing tours are subject to change at any time due to unforeseen circumstances or circumstances beyond SAJ Travel's control. Every effort will be made to operate the travel program as planned, but alterations may occur after the final itinerary has been issued.

Any request for changes to your booking may incur additional fees charged by SAJ Travel and/or our Suppliers. No traveler amendments are permitted within a certain number of days prior to departure, as specified at the time of booking or within the travel program flyer.

## **10. Unforeseen Circumstances (Force Majeure)**

SAJ Travel acts solely as an intermediary and is not responsible for any deposits or payments lost for any services not rendered due to unforeseen circumstances including, but not limited to: natural disasters, acts of God, strikes, national or international political or social events, acts of war or terrorism, diseases, civil unrest, wildlife encounters, negligence on the part of the on-the-ground tour operator, tour operator insolvency, and bankruptcy. While SAJ Travel will use its best efforts to assist in recouping any lost funds in such situations, we ultimately are not responsible and are absolved of any liability or lawsuits with regard to these unforeseen circumstances.

#### **11. Health and Safety Compliance**

You must comply with all local health, safety, and vaccination requirements imposed by governments and Suppliers. Any costs incurred due to compliance (tests, vaccines, quarantine, equipment) are your responsibility. Failure to comply may result in denial of services or removal from the tour without refund.

#### **12. Travel Advisories and Warnings**

You assume all risks related to official travel advisories or warnings issued by governments or international organizations. SAJ Travel will notify you of any known advisories but cannot guarantee awareness of every update. Your decision to travel under such advisories is at your own risk.

#### **13. Data Protection and Privacy**

We collect and process personal data in accordance with our Privacy Policy. We limit data collection to what is necessary for booking, payment, and trip fulfillment. You have rights to access, correct, or delete your data. SAJ Travel will not share your data with third parties except Suppliers, regulatory authorities, or as required by law.

#### **14. Indemnification**

You agree to indemnify, defend, and hold harmless SAJ Travel and its affiliates, officers, directors, employees, and agents from any claims, liabilities, losses, damages, and expenses (including reasonable attorney's fees) arising from: Your breach of these Terms, Your wrongful, negligent, or willful acts or omissions during travel, and or Violation of any applicable laws or Supplier rules

#### **15. Limits on Responsibility and Liability**

SAJ Travel acts solely as an agent for the Suppliers and does not own or operate any of the entities that provide goods or services for your trip. As a result, SAJ Travel is not liable for any negligent or willful act of any such person or entity or of any third person. SAJ Travel is not responsible for any injury, death, damage, loss, accident, delay, or

irregularity arising in connection with the services of any transportation provider, hotel, or other Supplier, or the actions of any third party involved in your trip. This includes, but is not limited to, damages or losses due to cancellation, delay, or changes in services, sickness, weather, strikes, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, wildlife encounters, quarantine, acts of God, or other causes beyond our direct control. All such losses must be borne by the traveler.

## **16. Claims and Complaints**

Any complaints or claims must be submitted in writing to SAJ Travel within 14 days of the end of your travel program. Failure to submit a claim within this timeframe may result in the claim being waived.

## **17. Dispute Resolution**

Before filing any lawsuit, you and SAJ Travel agree to:

1. Attempt to resolve disputes through good-faith negotiation.
2. Submit unresolved disputes to non-binding mediation administered by an established mediation center in Travis County, Texas.
3. If mediation fails, submit disputes to binding arbitration under the American Arbitration Association's Commercial Arbitration Rules, with a single arbitrator in Travis County, Texas. Judgment on the award may be entered in any court of competent jurisdiction.

In the event of any claim, dispute, or legal proceeding arising out of or relating to the services provided by SAJ Travel, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other legal expenses incurred in connection with such claim or proceeding. For purposes of this clause, the prevailing party shall be the party that is awarded the greater relief by a court or arbitrator. If SAJ Travel is the prevailing party, the claimant shall be responsible for all legal costs incurred by SAJ Travel in defending the claim. This provision shall be interpreted in accordance with the laws of the State of Texas.

## **18. Traveler Responsibility and Conduct**

You represent that you are medically and physically fit to participate. You must disclose special needs or medical conditions at booking.

SAJ Travel reserves the right to refuse participation or remove any traveler from a tour if their behavior is deemed disruptive, incompatible with the group, or poses a risk to the safety and well-being of themselves or others. In such cases, no refund will be provided,

and the traveler will be responsible for any additional expenses incurred after removal. You agree to comply with all local laws and regulations during your travel.

### **19. Optional Tours and Activities**

Optional tours and activities are offered by independent operators and are not included in the tour price unless specifically stated. SAJ Travel does not accept responsibility for the operation of, or any injury, loss, or damage that may occur while participating in, any optional tours or activities.

### **21. Use of Website**

Your use of our website is subject to the terms and conditions posted on the website.

### **22. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the courts located in Travis County, Texas.

By proceeding with a booking, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.