



## **LUMINARY TERMS AND CONDITIONS AND LIABILITY WAIVER**

*These EHG Travels, LLC, d.b.a Luminary Terms & Conditions apply from January 1st 2021 until updated. Updated January 13th, 2021.*

### **LUMINARY CLIENT OBLIGATIONS**

1. To book a trip with us, you must be 18 years of age or older.
2. To facilitate your travel, we will ask you for specific information about you and, if applicable, the other parties with whom you are traveling. While Luminary will endeavor to help you collect these details accurately, it is your sole responsibility to provide accurate information, including but limited to names, birthdates, Known or Trusted Traveler Numbers, etc. Furthermore, it is your obligation to update in the event that any information provided by you or individuals traveling with you changes.
3. Occasionally, you may receive confidential offers for special rates on including, but not limited to flights and hotels. You agree that you will not disclose or misuse or otherwise use that confidential information for any commercial purpose and acknowledge that this confidential data must not be shared with third-parties, except for other individuals who will be traveling with you on the same itinerary.

### **FEES AND ADDITIONAL CHARGES**

Please refer to our fee sheet which you should have received via email. If you cannot locate your fee sheet, please do not hesitate to request another. You are responsible for any charges indicated on the fee sheet and listed on your itinerary invoice.

Certain payments you make to Luminary for services and activities on your trip may be held by Luminary on behalf of a partner local to your destination. While Luminary makes every effort to guide our local partners, responsibility for the provision of the Services lies solely with the travel partner, and you accept that you shall have no recourse to Luminary for any failure, non-performance, delay or other breach of contract by the travel partner.

## **HOTEL CHECK-IN**

Most hotels allow check-in to take place during the midafternoon. Should you wish to have a guaranteed room ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please ask us for details and prices.

## **SPECIAL REQUESTS**

Specific requests such as adjacent or connecting rooms, types of beds, smoking rooms and special dietary needs should be shared with your travel advisor at the time of booking. Please note that while every effort will be made to secure a special request, it cannot always be guaranteed. If a dietary need is a medical necessity, please specify that to your travel advisor.

## **ITINERARIES**

Luminary makes every effort to execute itineraries as planned, but alterations may occur after the final itinerary has been issued. Changes include but are not limited to museums and other points of interest, which can change their hours of operations at short notice. If this occurs, your travel advisor will offer alternative arrangements.

## **AIR TRANSPORTATION**

International Air reservations cannot be confirmed until a passport copy is received by Luminary.

All air carriers are independent contractors and are not owned, managed, controlled or operated by Luminary. Your airline ticket constitutes a contract between yourself and the airlines (and not Luminary) even if purchased through Luminary. Luminary will make every effort to ensure your preferences are met, but it is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, name changes, schedule changes, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation may apply.

## **PRICES AND ARRANGEMENTS**

Luminary is under no obligation to give a breakdown for the cost of pre-packaged trips but will endeavor to do so when asked. Any modifications to an itinerary, including, but not limited to, changes to dates, destinations or the number of people traveling, may result in additional fees.

## **CHILD/NANNY POLICY**

Please advise us if special accommodations need to be made for children and their nannies. Some activities contained within an itinerary may have age restrictions. Details will be provided at the time of booking.

## **ACTIVE ELEMENTS & CONDUCT**

If you arrange for a trip with active elements, it is your responsibility to ensure you possess the minimum level of fitness required. For certain activities, Luminary may require notice if any participant has any physical or other condition or disability that could create a hazard to him or herself.

## **PASSPORTS AND VISAS**

Luminary will assist clients in obtaining the appropriate valid travel documents, however, Luminary waives any responsibility if a client mistakenly believes he or she possesses travel credentials which they lack. Luminary will assist clients in determining what they need to travel to a given destination, but all clients are advised to check with the appropriate government authority to determine the necessary documents. A valid passport is required for U.S. citizens to travel to all international destinations. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank visa pages for entry and exit stamps. Many destinations also require a visa for U.S. citizens; this will be discussed with you at the time of booking. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their journey. Luminary does not accept responsibility if entry to a destination is denied because of a lost passport, but you may call us and request assistance in such an instance.

## **RESERVATION AND PAYMENT SCHEDULE**

Ticketing Fees, Miles Fees, Planning Fees, and other incidental costs are listed on the Official Fee Sheet you will receive as a Luminary client. They are due at the time of booking. Other reservations, including but not limited to, hotel properties may require an upfront deposit due at the time of booking and future balance due date. Luminary will make every effort to secure refunds but is not responsible for cancellation charges that result from unpaid deposits or balances.

## **MAJOR CANCELLATION CHARGES**

Cancellations charge include but are not limited to, properties, airfare, tours, safaris and private modes of travel. Luminary will make clients aware of all cancellation deadlines, and while it will make every effort to inform clients of impending deadlines, it is the client's responsibility to make timely payments or reschedule or change their plans within the cancellation window.

## **CANCELLATION CHARGES FOR SERVICES**

Cancellation charges for services including, but not limited to, guides, restaurant bookings, tours, etc., vary. Luminary will provide this information at the time of booking and will note it on client itineraries. Clients are responsible for canceling within the designated time frames.

## **CHANGES TO AN ITINERARY**

Changes to the Itinerary: The guest may be responsible for charges resulting from any changes or cancellations made to the itinerary at their request before or during travel, including expenses incurred due to a change, delay or cancellation of any flights. Luminary reserves the right to increase planning fees for changes to an itinerary. This will be reviewed on a case by case basis.

## **CLAIMS AND REFUNDS**

Refunds are not made for any missed services, except in cases where Luminary was responsible for a client's absence, and Luminary retains the right to determine whether this was the case. All other refunds are subject to third-party policies. Refunds for Luminary fees are determined on a case by case basis.

## **NOT INCLUDED**

Luminary may charge additional fees for costs associated with obtaining passports or entry visas; excess baggage charges; all gratuities; and personal expenses such as laundry, communication charges, and Internet access are not included unless directly specified on the client itinerary.

## **LIMITS ON LUMINARY'S RESPONSIBILITY**

Luminary, its employees, shareholders, officers, directors, successors, agents and assigns, do not own or operate any property or entity which is to or does provide goods or services for your trip. It purchases transportation (including, but not limited to, aircraft, coach, train, vessel), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Luminary is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, Luminary is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or another failure of aircraft or other means of transportation or for the failure of any transportation mechanism to arrive or depart on time.

There are many inherent risks inherent in travel which can lead to illness, injury, or even death. These risks are increased in remote locations, far from medical facilities. Clients assume all such risks associated with participating in these trips.

Further, as consideration for being permitted to participate in any arranged Activity or Activity you select to engage in independently while on a Luminary Trip, you release Luminary whether known or unknown, from, and agree not to sue or make claim against Luminary for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of Luminary (but not its reckless, willful, or fraudulent conduct), and/or from any defect in the equipment. You further agree to indemnify and hold Luminary harmless with respect to any claim made against Luminary by anyone else which (a) related to your participation or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself.

## **TRAVEL ADVISORIES AND WARNINGS**

Luminary will make every effort to advise its clients on changing travel conditions. However, It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at [travel.state.gov](http://travel.state.gov) or by phone at 888 407 4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

## **ARBITRATION AGREEMENT**

Any controversy or claim arising out of or relating to these Terms and Conditions; to the Limits on Luminary's Responsibility; to any Luminary itinerary; to any information regarding any Luminary trip, service or package; or to any Luminary related trip, activity, service or package shall be submitted exclusively to and resolved in binding arbitration in New York, NY under an arbitrator to be named by the Company. Any party or their representative may appear for the arbitration by telephone or video conference. Each party shall bear its own fees, costs and expenses and an equal share of any arbitrator and administrative fees.

**ANY PAYMENT TO LUMINARY CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN AND IN MORE SPECIFIC PRETRAVEL DOCUMENTATION, INCLUDING THE GUEST INFORMATION FORM.**

Luminary accepts all major credit cards.

## **AMENDMENTS**

Luminary reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation or regulation. All amended Terms and Conditions shall automatically be effective upon being posted by Luminary to the website [www.luminarytravel.com](http://www.luminarytravel.com). Accordingly, clients should check the website [www.luminarytravel.com](http://www.luminarytravel.com) prior to travel in order to ensure they are aware of any changes.

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