

KING OF GLORY TRAVEL AGENCY POLICIES/TERMS & CONDITIONS



By booking a vacation with **King of Glory Travel Agency/Company** you adhere and agree to be bound to the following policies/terms and conditions.

Products and Suppliers

We sell a variety of travel related products from different suppliers and services providers ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in to our general terms and conditions, and you should make sure you understand them. Certain software and content found on our website are owned or licensed by us or our Suppliers, your use of which may be subject to further conditions. Our website, which is referred throughout this Agreement, can be found at www.kingofglorytravel.org is acting as intermediary or a "Booking Agent" for products and services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc.). **King of Glory Travel** does not own or operate any 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. Client(s) acknowledge and agree that **King of Glory Travel** shall not be responsible for any loss, damage, delay, inconvenience or injury to Passenger(s) or group members utilizing the respective service. Passenger further understands **King of Glory Travel** is not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any such suppliers or for any personal injuries, death, theft, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure, or other causes beyond our control, and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

All monies submitted are directly transmitted to the respective tour operator, airline, cruise line or other travel related entity. **King of Glory Travel** does not keep monies in house. Should you require a refund, it will be processed by the respective party to which the monies were submitted and in accordance with their established policies. **King of Glory Travel** does not govern these entities, nor do we have control over refund policies and processing times.

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 **King of Glory Travel** is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. **King of Glory Travel** is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

By utilizing our services/booking your vacation, you will be entering into a separate contract with such Suppliers in connection with such products and services.

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement, and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you are being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

King of Glory 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 **King of Glory Travel** at the time of reservation upon initial booking so **King of Glory 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 **King of Glory Travel** shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While **King of Glory 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 **King of Glory 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 **King of Glory 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.

Anticipated Loss of Revenue: In event that this trip is canceled by **King of Glory Travel** and/or its suppliers due to unforeseen circumstances, world events, etc., your refunds/transfers will be less **King of Glory Travel's** Anticipated Loss of Revenue fee of \$25.00 per person for time and services rendered.

If You Change Your Booking

Any changes to your booking are subject to change fees and or price adjustments.

NOTE: THE AIRFARE PORTION OF YOUR RESERVATION IS NON-REFUNDABLE. Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased. Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor to make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply. Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight that was booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

Cancellations

All cancellations MUST be in writing. Please send your cancellation request to:

thekingofglorytravelclub@yahoo.com. Cancellations are posted on the day that the complete cancellation documents are received by **King of Glory Travel** so long as they are received before 5:00

p.m. Eastern Standard Time on a business day. All other cancellations will be posted on the next business day. Example: If a cancellation request is received at 9pm on Saturday – when we are closed – it will NOT be processed until the following Monday morning. Your cancellation will be confirmed via email when processed. You will be responsible for all cancellation charges/penalties for cancellations submitted outside of business hours.

NOTE: THE AIRFARE PORTION OF YOUR RESERVATION IS NON-REFUNDABLE.

If you cancel your booking WITHOUT insurance, AFTER final payment/due date you will forfeit ALL monies paid. If you cancel your arrangements PRIOR to your final payment/due date WITH OR WITHOUT INSURANCE, your right to a partial refund may be limited. In addition to the cancellation terms and conditions of your Supplier(s), our standard cancellation fees of \$50.00 per person will apply and the deposit made towards your travel package. If you decide to cancel arrangements before the balance due date, **ANY AND ALL DEPOSITS PAID ARE NON-REFUNDABLE**. We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer. **King of Glory Travel** does not make guarantees as to the payment or denial of your claim. If your claim is denied, you will have no further recourse with "agency"

Please refer to your booking confirmation for the applicable cancellation schedule/penalties.

Important Notice Regarding Airline Reservations

ALL AIRLINE TICKET COST ARE NON-REFUNDABLE

If you arrive at an airline ticket or passenger check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows "OK" for the flight in question, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor and contact your agent at once.

If You Have A Problem/Complaint during travel

If you have a problem during your vacation, please inform the relevant Supplier (erg. guest services) immediately. Should they be unable to resolve the matter, please immediately contact us: (561) 329-0566). We will do our absolute best to resolve the issue on your behalf.

Travel Documents and Destinations

It is your responsibility to ensure that all the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc. Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings, and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk. You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

Passport, Visa, and Immigration Requirements

It is your responsibility to fulfill the passport, visa, and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements. You are also required to carry a valid International Student I.D., and International Youth I.D. or an International Teacher I.D. card if you are traveling on a special student/youth/teacher ticket. It is your responsibility to verify this with our travel expert who is assisting you.

Insurance

Travel insurance is a vital part of your arrangements. We strongly recommend that you have taken out adequate insurance for the duration of your journey. Travel insurance is a mandatory element of travel arrangements. We may be able to arrange travel insurance to be provided to you, furnish you a quote, and answer any queries you may have regarding the insurance. Guests declining insurance will be required to sign a waiver prior to receiving their travel documents. In the event you need to file a claim we will supply the necessary information to initiate this process. Client is responsible for initiating the actual claim process and supplying the necessary information to the insurance company to facilitate their claim. **King of Glory Travel** DOES NOT make representations as to the payment or denial of your claim and will not be held liable for the outcome of your claim. By booking travel with **King of Glory Travel** client agrees to indemnify and hold harmless **King of Glory Travel** from legal actions arising from or relating to the insurance company's ruling.

Travel Advice and Vaccinations

U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at **<https://travel.state.gov>** for all the countries you intend to visit. Vaccinations may be required for some or all the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

If flights are included in your vacation

Airline use of Insecticide Spray. Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transportation's Disinfection Information page on their website at the time of booking for further information. **<http://airconsumer.dot.gov/spray.htm>**.

Hazardous Materials Disclosure

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at **[TSA's prohibited items webpage](http://www.tsa.gov/traveler-information/prohibited-items)** at **<http://www.tsa.gov/traveler-information/prohibited-items>**.

Indemnification

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.

Modification of Terms and Conditions

The Terms and Conditions may be amended or modified by **King of Glory 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 **King of Glory Travel**. Without this acceptance any order is subject to cancellation at any time. The failure of **King of Glory 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. **King of Glory Travel** does not guarantee it will take action against all breaches of these Terms and Conditions.

Privacy Policy

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our privacy policy. You represent that you have read and agree to the terms of our privacy policy, which can be found at our website.

Warranties, Disclaimers and Limitation of Liability

We expressly reserve the right to correct any pricing errors on our website or in print/digital format.

Force Majeure

“Force Majeure” means, in relation to **King of Glory Travel**, any circumstances beyond our reasonable control (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences). **King of Glory Travel** shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If **King of Glory Travel** and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by **King of Glory Travel** to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although **King of Glory Travel** shall use its reasonable efforts to reimburse you where possible. However, **King of Glory Travel** shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to **King of Glory Travel** of the Force Majeure and applicable cancellation fees. Regarding civil unrest, political instability, or unsafe conditions **King of Glory Travel** reserves the sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to **King of Glory Travel** and each supplier’s terms and conditions.

General

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website at **www.kingofglorytravel.org** from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired.

Anticipated Loss of Revenue

In event that this trip is canceled by **King of Glory Travel** and/or its suppliers due to unforeseen circumstances, world events, etc., your refunds/transfers will be less **King of Glory Travel's** anticipated loss of revenue fee of \$25.00 per person for time and services rendered.

Health & Special Requirements

It is your responsibility to ensure you are aware of any health requirements, health advisories, or health travel restrictions applicable to your travel destinations and to ensure that you carry all necessary vaccination documentations. **King of Glory Travel Agency/Company** is not responsible for providing you with this information. Travel carriers and local authorities at travel destinations may require specific testing prior to boarding and/or arrival at your destination, including, but not limited to, a temperature check because of the COVID-19 pandemic. You may be denied entry onto your carrier and/or entry upon arrival at your destination or be requested to self-quarantine at your destination and upon your return to the United States. You must comply with all local government regulations. Additional costs are your responsibility. Check with your Center for Disease Control and Prevention from current information prior to and during your travel. www.cdc.gov

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 Florida. The Parties agree that the arbitration shall take place in Palm Beach, Florida 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 **King of Glory Travel**. If Passenger(s) fails to submit their claim to arbitration and instead files suit, **King of Glory 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 **King of Glory Travel** agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

Additional Terms/information

1. Pricing - Prices are subject to change without notice until deposit submission (full-amount - both/all roommates). We will not be held liable for changes in availability, price or itinerary.
2. Deposit – DEPOSITS ARE NON-REFUNDABLE. If not already done so, please remit deposit ASAP to **King of Glory Travel**. All payment details are listed on the travel package flyer. Your reservation is not sure without submission of each person's full deposit. ALL ROOMMATES ARE STRONGLY ENCOURAGED TO SUBMIT DEPOSIT AT THE SAME TIME.
3. Documentation – **PLEASE CAREFULLY REVIEW YOUR TRAVEL DOCUMENTS** within 24 hours of booking and report any discrepancies/errors IMMEDIATELY. Any changes made after this period may be subject to penalties/change fees at your expense.
4. Registration - A registration form [found attached to each travel package flyer or our website] is required at time of booking. Phone reservations have limited recourse in regard to legal action or financial loss related to errors/omissions.
5. Receipt – Next, via e-mail, you will receive a confirmation invoice which will also serve as your receipt of deposit and your payment letter/invoice outlining your monthly payment amount and due date.
6. Payments – Listed on trip flyer. We will contact you to confirm receipt of payment and your remaining balance.

7. Notification – you will receive confirmation of each payment successfully processed.

8. Information – 1 months and up to a week before travel, you will receive email notices with helpful information designed to enhance your vacation. Please read these notices carefully, as they contain a wealth of information designed to ensure an enjoyable vacation!

9. Details –

- Cancellation – **King of Glory Travel** charges a \$25.00 per person administrative cancellation fee in addition to the respective supplier's established cancellation policies.

- Late fee – there is a \$10.00 late fee assessed for all reservations not paid by the final payment date. The respective supplier also reserves the right to cancel any reservation without refund that is not paid in full by the indicated due date.

- Prices include government taxes and fees, but do not include baggage fees, seat assignment fees, items of a personal nature or items not included in your package.

- Travel insurance – highly recommended but optional – those declining insurance will be asked to sign a waiver prior to receiving travel documents/traveling. Please contact me for a quote.

- Minors – guests 18 and under may require permission from their legal guardian to travel outside of the United States with a non-custodial adult. Contact us for that form.

- Pregnancy – pregnant guests beyond 24 weeks gestation may not be permitted to travel via aircraft and **will not** be permitted to travel via ocean/river vessel.

- Final payment – PLEASE adhere to the final payment schedule. Failure to do so will result in cancellation of your reservation and penalties will be applied.

- Single supplement – Solo travelers will incur a single supplement.

- Travel documentation - a valid US passport (book) is required for ALL international travel via air (both children and adults). **NOTE:** the passport card is not acceptable.

- Room assignment – your room will be assigned by the hotel/resort prior to or at check-in. While we cannot guarantee you will receive a room in a particular building, floor, location etc. you will receive a room within the category you have selected (i.e., Ocean View, Ocean Front, Garden etc.). **King of Glory Travel** bears no responsibility should you not receive your desired room location.

- NOTE: Resorts branded as "All-Adult" are reserved for guests 18 years and older (some All-Adult resorts welcome 16-year-old guests).

- All-inclusive resorts: All-inclusive resorts include all meals, snacks, beverages [alcoholic and non-alcoholic], room service, non-motorized water sports, taxes, and fees.

- **Dress Code:** Please be aware of different countries dress codes. They can be different from the United States. **King of Glory Travel** will not be held liable for you not having the right attire. You will incur the cost to dress appropriately on your own. **For men:** Please be advised that some resort restaurants may require long pants, collared shirt, & Closed-toe shoes. Please pack accordingly.

Photographic Release: King of Glory Travel take photographs or video of its trips and trip participants grant King of Glory Travel permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

Thanks again for vacationing with the King of Glory Travel ! Should you have any questions, please feel free to call: (561) 329-0566 or e-mail: thekingofglorytravelclub@yahoo.com

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