

# Porterra Travel – Terms and Conditions

## **PAYMENT AND CANCELLATION POLICY:**

**CONFIRMATION OF PARTICIPATION:** Soon after your initial tour booking, you will receive a confirmation packet which will contain the following materials: an official letter which will describe the tour and its general features, a copy of our Terms and Conditions and a Travel Guard insurance brochure.

**DEPOSITS AND PAYMENTS:** Deposits are made to hotels, air carriers and other suppliers in order to book travel services and are non-refundable and non-transferrable. Final payments will generally be due between 60-90 days prior to departure, although some tours may require earlier or later payment. All payments should be made payable to Porterra Travel.

**CANCELLATION POLICY (land package only):** Generally, the penalty for tour cancellation from the time of final payment until thirty days prior to departure is 100% per person, although we will make every effort to recoup any money on your behalf. There are no refunds for cancellation within thirty days of departure. Cancellation penalties for air carriers will vary depending on the airline. No refunds on either the land package or the air will be granted for cancellations within seven days of departure. Cancellation penalties are in addition to the nonrefundable, non-transferrable initial tour deposit.

**CANCELLATION OF TRAVELING COMPANION:** Travelers whose traveling companion cancels his/her participation in a tour will be charged at the single supplement rate for all land packages.

**AIRPORT DEPARTURE TAXES, SECURITY FEES AND FUEL SURCHARGES:** Unless otherwise specified, all tour packages are exclusive of airport departure taxes, security fees and any applicable fuel surcharges. The trip includes all these fees, but they are subject to change until time of ticketing.

**FARES AND RATES:** Subject to change without notice based on currency fluctuation in excess of 3% and/or cost changes in airfare, airport departure taxes, hotels or other services beyond my control. Rates are guaranteed upon acceptance of full payment. All rates are in U.S. dollars.

**NAMES, TICKETING AND PASSPORTS:** Names submitted for ticketing must be correct as they appear on your passport. Name changes due to incorrect information may be subject to a re-ticketing fee by the airline. It is the traveler's responsibility to hold a valid passport and any visas if necessary.

**TRAVEL INSURANCE:** Travel Insurance through Travel Guard is available for those who wish to purchase it. For an application or more information, please contact Larry Porter at 610-390-0502. I am not a licensed agent and all questions regarding coverage will be referred to Travel Guard insurance, but I can assist with the purchase. My agent number is 294060. By submitting your deposit you acknowledge that you have been offered the chance to purchase Travelguard travel insurance.

**DISCLAIMER OF LIABILITY FOR TRIP CHANGES AND CANCELLATIONS: PORTERRA TRAVEL,** their owners, officers, employees and agents (hereinafter collectively referred to as the "Tour Company") act only as independent agents in providing a service to plan itineraries and make trip arrangements for lodging, transportation, sightseeing tours, restaurants, luggage handling and other products, services or amenities (hereafter collectively referred to as the "trip arrangements") needed for your trip, vacation or tour (the "trip"). The Tour Company does not independently control, supervise, inspect or audit the suppliers, wholesalers and third parties consulted, selected or contracted to provide your trip arrangements. The Tour Company is not an actual, captive or apparent agent of those entities that are selected, contracted and paid to supply your trip arrangements. The Tour Company relies upon said entities to provide reliable quality trip arrangements. Trip arrangements can change or cancel due to accident or without apparent good cause or for reasons beyond the Tour Company's control. The Tour Company does not warrant against and is hereby generally released from legal liability for any charges, increased costs, trip cost advances (unless the Tour Company is in actual possession and control of the advanced funds), inconvenience, disappointment and consequential losses resulting from trip arrangement changes or cancellations caused by others not subject to the Tour Company's direct supervision and control. The Tour Company also does not warrant against and is hereby generally released from legal liability for charges, increased costs, trip cost advances (unless the Tour Company is in actual possession and control of the advanced funds), inconvenience, disappointment and consequential losses resulting from delay, overbooking, insufficient booking or financial distress of the provider, sickness, quarantine, theft, crime, labor disputes, acts of war and terrorism, equipment breakdown or unavailability, government restraints, weather and any causes not subject to its direct supervision and control. The Tour Company disclaims any and all express and implied warranties of your subjective enjoyment of or satisfaction with the trip. A gratuitous good faith effort by the Tour Company to resolve complaints against provider entities can be terminated at any time and shall not be deemed a waiver of the protections granted to the Tour Company herein. The preceding is intended to and in fact applies to you, your family members and companions accompanying you on the trip.

**DISCLAIMER OF LIABILITY FOR PERSONAL INJURY:** The risks to your safety from traveling to unfamiliar places, foreign countries and cultures can be either greater than or different from risks you normally encounter and avoid on a daily basis. On your trip you could suffer serious or fatal injuries caused by people who act intentionally, recklessly or negligently, or even by animals; or caused by dangerous or defective conditions of hotels, buildings, airplanes and airports, boats and ships, trains, cars and buses, equipment, sightseeing places and any other place you may visit or means of transportation used on your trip. If the Tour Company provides advice to follow for your safety, you should follow the advice but it is intended solely as a warning to be careful and you cannot rely upon it as either reasonable assurance or a guarantee of your safety even if you follow the advice. The Tour Company does not warrant against and is hereby generally released from legal liability for injury, death, emotional distress, unliquidated civil damages, property damage or loss, medical expenses, lost earnings, inconvenience and consequential losses caused by the described risks of harm. You, your family members and companions accompanying you on the trip expressly acknowledge and voluntarily accept the risks of harm described in the preceding. 4/17/19

Please note – This tour is not sponsored by nor connected in any way to  
Porters' Pub in Easton.