



# LIFE IS BETTER TRAVELING, LLC

BASED IN PITTSBURGH, PA

## **Life is Better Traveling, LL Terms, and Conditions**

Thank you for choosing Life is Better Traveling. The lead passenger is taking responsibility for all bookings on their trip/reservations, including bookings for other people who are authorized to book on their behalf. Life is Better Traveling has the right to update our Terms and Conditions at any point.

### **A. Limitation on Responsibility and Limitation on Damages**

Life is Better Traveling acts as a sales/booking agent for any airline, hotel, car-rental company, tour operator, cruise line, destinations, or other service provider named in your itinerary (all can be referred to as “Suppliers”). Life is Better Traveling is not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules. Life is Better Traveling as the booking agent is paid on commissions and fees, and you and all traveling party members will not hold anyone at Life is Better Traveling liable for anything more than the commission earned on the trip or any fees that were charged.

Life is Better Traveling has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. Life is Better Traveling is not responsible for additional precautions suppliers may implement due to a pandemic, and Life is Better Traveling is not responsible if the supplier does not implement those rules, regulations, and/or policies resulting in financial or medical damage. Suppliers such as, but are not limited to hotels, cruise lines, resorts, tour coaches, airlines, destinations and car rental companies.

It is the traveler’s responsibility to review all precautions implemented by these suppliers and abide by all rules and regulations of the supplier(s). Life is Better Traveling will not be held responsible for financial, physical, or emotional distress caused by non-compliance with the rules and regulations of the supplier(s)/destination(s). For information concerning possible dangers at destinations, Life is Better Traveling recommends contacting the Travel Warnings Section of the U.S. Department at [www.travel.state.gov](http://www.travel.state.gov).

Life is Better Traveling is not responsible for any components of the vacation that were not booked through or with the travel agency. When booking with Life is Better Traveling, you agree, and you are agreeing for all parties on your reservation, to all the terms and conditions in this document, and once any payment for your trip is made these terms and conditions are effective immediately.

For medical information, Life is Better Traveling recommends contacting the Centers for Disease Control at [www.cdc.gov/travel](http://www.cdc.gov/travel). You, the client, and all names on the reservations and invoices assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release Life is Better Traveling from all claims arising out of any problem covered in this paragraph.

### **B. Client Responsibility:**

- Please verify that all information on your invoice is correct including:
  - Each traveler’s names must match those EXACTLY on their passports
  - Dates of departure and return
  - Itinerary is correct including (if booked): tour, hotel, car rental, ship name and cabin number, airline
  - Total amount including Trip Insurance if purchased
- Payments
  - All travelers agree to payments and payment schedules

**Life is Better Traveling, LLC is based in Pittsburgh, PA**

- All travelers agree to make payments understanding that if payment is not made, the client may incur financial loss and/or damages.
- All travelers agree not to charge back any payment to Life is Better Traveling or a supplier, unless it is a case of fraud but fraud needs to be proven.
- Proof of Citizenship
  - It is all travelers' responsibility to provide proof of citizenship.
  - It is all travelers' responsibility to make sure that the proof of citizenship is VALID for travel, i.e. ***your passport is not expired or must be valid for at least so many months beyond your planned date of departure. Please go to <https://travel.state.gov/content/passports/en/country.html> to find your country's timeframe requirements.*** Life is Better Traveling is not responsible for knowing your expiration dates and you will not hold Life is Better Traveling liable for any lapse in renewal on the client's part.
  - All U.S. citizens must have a valid passport for flying into and from the United States and for all cruises, and international travel requirements.
  - Your passport or government identification must match your name on the reservation EXACTLY.
  - Additional information on valid travel identification can be found at...[www.travel.state.gov](http://www.travel.state.gov)
  - Passengers returning to the U.S. by air from any international destination must have a valid passport and may be denied boarding by the airline if the passport is damaged, mutilated, or has excessive wear. A "Passport Card" is not acceptable. If your name on your passport (or for non-U.S. citizens, "valid travel documents") does not match your name on your travel documentation, you will not be allowed to travel. You do not hold Life is Better Traveling liable if you did not provide us with the proper names for your trip.
  - A passport valid for up to 6 months past the date of completed travel is required when traveling internationally. Married or divorced women traveling under names other than what is printed on their travel documents must supply a marriage license and/or divorce decree. For details on how to obtain a passport, contact your local courthouse or post office. If you are not a U.S. citizen, contact your destination's consulate or embassy to determine required entry documents.
  - Passports are NOT required for travel within the continental U.S., Hawaii, Puerto Rico, and the U.S. Virgin Islands. However, travel to these U.S. destinations/ U.S. territories requires a valid state/government-issued picture I.D. or valid state-issued driver's license that is compliant with the Real ID ACT. Passed by Congress in 2005, the REAL ID Act established minimum ID security standards and prohibits federal agencies, like TSA, from accepting licenses and identification cards for official purposes from states that do not meet these standards.
  - Passengers traveling domestically with a driver's license issued by a state that is not compliant with the REAL ID ACT (and has not been granted an extension) will need to show an alternative form of acceptable identification for domestic air travel to board their flight. To check whether your state is compliant or has an extension, visit [dhs.gov/real-id](http://dhs.gov/real-id). If your state-issued ID or driver's license is not compliant, visit [tsa.gov/travel/security-screening/identification](http://tsa.gov/travel/security-screening/identification) for alternate forms of acceptable ID. Due to COVID-19, the deadline for domestic airline passengers to secure a Real ID driver's license for use as identification at the airport has been moved back one year. Enforcement is now due to begin on October 1, 2021.
  - Any passenger who is denied boarding due to lack of proper documentation will have their vacation cancelled. Failure to comply with the above requirements will result in you not being allowed to travel and no refund will be given.
  - Minors - We cannot accept unaccompanied minors under 18 for any travel. For certain countries, a notarized consent from both parents or legal guardian(s) is required for children younger than 18 years old traveling with one parent, or in someone else's custody; or a notarized birth certificate showing only one parent, a parent's death certificate, or a court order of child custody MAY also be permissible. Be sure to check with your travel agent, inquire with your destination's consulate, or visit websites such as [travel.state.gov](http://travel.state.gov), [dhs.gov](http://dhs.gov) or [iatatravelcentre.com](http://iatatravelcentre.com). Mexican-born minors under 18 years of age traveling alone or with someone other than a parent or legal guardian, require special documentation to depart

Mexico, even if the Minor is a Dual Mexican Citizen. For details, contact the Mexican embassy or click here. Some airlines may require documentation for children traveling without their legal guardian beyond what is mandated by the destination country- contact your airline directly for details

- Certain countries may deny entry to travelers with even a minor criminal record, and if not a U.S. citizen, entry back into the U.S. Check with the U.S. Embassy and the embassy or consulate of the country being visited to ensure you can travel as planned. Life is Better Traveling, LLC does not accept responsibility if you are denied entry and cancellation penalties apply.
- Cruise Bookings (may exclude some River Cruise lines)
  - **U.S Immigration requires that you complete the Online Check-In with the cruise line at least 72 hours prior to the sailing date (48 hours for sailings that depart outside the US or Canada). Government regulations REQUIRE cruise lines to submit final departure manifests at least 60 minutes prior to sailing. Guests that have failed to complete the online check-in are REQUIRED to complete the process at the pier a minimum of 2 hours prior to sailing time. All guests must be checked in and onboard the ship 90 minutes prior to sailing time.**
  - Traveler's identification information must be provided to Life is Better Traveling in order for electronic documents to be made available.
  - All documents are electronic
  - Unless a cabin number was specifically booked, booking a "TBA" or "Guarantee" cabin will be assigned by the cruise line as late as the day of the sailing.
  - Dining times may not be guaranteed. You may need to reconfirm your dining preference with the Maitre'd upon boarding the ship the day of the sailing.
  - Gratuities and tips are not included unless otherwise stated. Most cruises will add \$10 to \$14 per person per day to your onboard account unless you have made other arrangements.
  - Government fees taxes, and air taxes are subject to change by the cruise line even after deposit or final payments.
  - Cruise lines may incorporate a fuel supplement for all guest and up to \$11 per person per day if the NYMEX oil price exceeds \$70 per barrel.
- Hotel Bookings
  - Non-Refundable rates mean that the price you received for the room is completely non-refundable. If your agent discusses this option with you and you opt-in for the non-refundable rate you will not be able to get any money back for a refund if you need to cancel or make date changes. You will not hold Life is Better Traveling for any financial loss.
  - Changes to the name on the reservation may not be allowed after booking.
  - Hotel rates will be based on double occupancy unless otherwise noted.
  - Charges for extra persons and/or children may apply and will be due to the hotel directly at the time of check-out.
  - A government-issued photo ID is required upon check-in.
  - Any incidental charges will be your responsibility to the hotel at the time of check out which include but are not limited to: parking fees, telephone calls, room service, mini-bar purchases, and in-room TV charges.
  - Bed types, smoking preferences, and in-room amenities are subject to hotel availability.
  - Hotel Charges will be due at the end of the stay unless otherwise stated.
- Car Rental
  - Names of travelers must match EXACTLY on government-issued identification.
  - Class of car rentals are not guaranteed. Inventory is based on what is available at each car rental location. It is up to the car rental company as to which class they will offer based on availability.
  - Payment for car rental will be due to car rental company unless otherwise stated.

- Any additional fees including, but not limited to, tolls, gas fees, etc are at the cost of the client and will need to be paid either when the car is returned or via an invoice from the car rental company.
- Car rental insurance is at the discretion of the client at time of car pick-up. If the client declines car rental insurance they will not hold Life is Better Traveling, LLC or the travel agent liable for any damages that incur.
- Airline Bookings
  - Names of travelers must match EXACTLY on government issued identification.
  - It is the responsibility of all traveler's to understand the airlines rules and regulations including but not limited to: weight and number of allowed luggage for both carry-on and checked items, check-in and arrival times to gate, traveling with children, wheelchair assistance.
  - It is the traveler's responsibility to print out all boarding passes on their own or at the airport, no earlier than 24 hours for domestic and international flights.
  - Life is Better Traveling is not responsible for any cancellations or delays that causes a trip interruption or trip delay that the airline imposes due to but not limited to: maintenance, weather, or unforeseen circumstances.
  - Travelers agree to all DOT(department of transportation), and airline regulation put into place, and agree to read these terms and conditions as to agreeing will mean you also agree to all these terms.
  - Your flight information will appear on the booking confirmation issued when you make your deposit, and on your electronic travel documents issued upon full payment. All flight times are subject to change without notice. We strongly suggest that you reconfirm exact flight times with the carrier 24 hours prior to departure and again before departing for the airport. For international flights, we recommend arriving at the airport at least three hours prior to your scheduled departure time to allow time to check in and get through Security. For domestic flights, we recommend that you arrive two hours prior to travel but absolutely no later than one hour prior to travel. If you do not have pre-assigned seats and have seat preferences, we recommend that you arrive early as seats will be assigned upon check in based on availability. Pre-assigned seat selection is at the discretion of the air carrier and may require payment of an additional fee.
  - If you do not check in at the airport or gate at the required time, or do not possess proper documentation, you will be denied boarding and will not be eligible for a refund. Additionally, if you fail to check in for your flight without prior cancellation, you are considered a no-show and will not be eligible for a refund. Travel Protection does not cover the instances noted above. Life is Better Traveling, LLC assumes no responsibility for any passengers making independent connections to flights booked through Life is Better Traveling, LLC. Some airlines do not charge for infants under two years of age, but the infant must sit on an adult's lap. Other airlines do charge for infants or infant air-related taxes. Please check with your air carrier. If an infant reaches the age of two at any time during the vacation, federal law requires the purchase of a separate seat for any remaining portions of the flight. Some countries charge infant departure taxes.
  - Many airlines charge fees for checked and/or carry-on bags. Fees vary and are set by each air carrier. Information on carrier baggage policy and fees, liability for lost, misconnected and damaged baggage or other personal property can be obtained through your travel agent, by contacting the air carrier directly, by requesting them at the airport, or [click here](#). Carry-on luggage is limited to one bag per person and must be small enough to fit beneath the seat in front of you. Excess/oversized baggage may be denied at check-in or subject to additional charges. Life is Better Traveling accepts no liability for loss or damage to luggage and recommends a TSA approved lock. All lost or damaged luggage must be reported to an airline representative at the destination airport by the passenger before you leave the airport. Some airlines do not cover damage to soft-sided luggage
  - *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 radio-pharmaceuticals. 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. Special restrictions and*

*limitations for transporting Hazardous Materials and specifically Lithium Ion batteries, refer to [www.faa.gov/go/packsafe](http://www.faa.gov/go/packsafe) for more information. In the event a carry-on bag cannot be accommodated in the passenger cabin and has to be placed below in a cargo bin for any reason, any electronic device or spare Lithium-ion or any other type of battery permitted in carry-on baggage MUST be removed from the carry-on bag and remain in the possession of the passenger in the passenger cabin. For further information, contact your airline representative. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <https://www.transportation.gov/airconsumer/spray>*

- Excursions/Tours
  - It is the traveler's responsibility to call the company 24 hours prior to departure to confirm the tour is still going.
  - Life is Better Traveling is not responsible for any cancellations or delays that the tour company imposes, and will not refund money.  
Please contact the tour company for any refunds.
  - Life is Better Traveling is not responsible for excursions/tours not booked through our agency including those booked directly with the cruise line. If you book an excursion/tour on your own, please contact the company directly with any questions or concerns.

### **C. Cancellations, Refunds, and Limitation on Damages**

- Cancellation fees may be incurred by any suppliers that were booked including, but not limited to, hotel, airline, cruise line, rental car company, excursions/sight-seeing and trip insurance company based on their cancellation and termination policies.
- In addition to any supplier's cancellation fees, Life is Better Traveling may charge an additional \$100/person cancellation fee.
- To avoid financial loss on any trip, Life is Better Traveling HIGHLY recommends purchasing Trip/Travel insurance.
- Life is Better Traveling will offer trip/travel insurance for your vacation and pricing will vary for each vacation. If you choose to "OPT OUT" of purchasing trip/travel insurance you will release Life is Better Traveling from any financial loss, refunds, and/ or trip credits that may be incurred due to cancellation(s) made by anyone in the traveling party.
- Life is Better Traveling recommends purchasing travel protection to cover your hard-earned dollars. If you decide to purchase a Cancel for Any Reason policy, it is the traveler's responsibility to know if the policy will cover their reason for canceling including, but not limited to, pandemics, inclement weather, financial defaults, health hazards, unsafe conditions, war zones, etc. Not all Cancel for Any Reason policies is a true cancel for any reason policy so it is the responsibility of the travelers to know the policy. Life is Better Traveling travel agents are not licensed travel protection insurance agents, we can simply recommend a policy to you from one of our suppliers.
- Life is Better Traveling travel agents/advisors/consultants are paid by commission from the supplier or fees collected for planning. All parties agree that the most they will be able to claim/litigate will be the commission and fee amounts on the reservation.

By booking your vacation with a Life is Better Traveling travel agent, and by reading the provisions and statements, you and everyone in your traveling party understand and agree with all terms and conditions set within for all parties on the reservation. As the lead passenger, you are signing for all parties traveling with you. Any controversy or claim arising out of or relating to this Agreement shall be settled by the courts of Allegheny County in the state of Pennsylvania, and all traveling parties regardless of signing the agreement agree that the most they will be to claim/litigation from Life is Better Traveling is any commission or fees earned/collected by Life is Better Traveling for your trip/vacation. All parties agree that electronic signatures are just as significant as a paper signature.

If you have any questions regarding this contract please contact Life is Better Traveling at :

Phone: 919-606-4604

Email: [mary@lifeisbettertraveling.com](mailto:mary@lifeisbettertraveling.com)

Mail: 1270 Prospect Road, Pittsburgh, Pa 15227

