

# TERMS & CONDITIONS

## CONSENT TO TERMS AND CONDITIONS

Access to and use of the services of Voyages By Water, LLC dba Voyages By Water (“Voyages By Water” and/or “our”) and our website is subject to acceptance of these terms and conditions (“Terms and Conditions”). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or traveler (“Customer” and “passenger” and “you/your”) agree to be bound by these terms. PLEASE READ THE TERMS BEFORE USING THIS WEBSITE. These terms and conditions govern the relationship between Voyages By Water and you, the Customer. These terms restrict your rights and remedies and provide protection to Voyages By Water. These also include warranty disclaimers and liability exclusions. By using this website you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can choose to not use this website or Voyages By Water offices. So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR VOYAGES BY WATER’S SERVICES. No alterations to these terms and conditions may be made by any Voyages By Water employee, authorized representative or agent, unless in writing by an authorized officer of Voyages By Water.

## TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advises that everyone carry at least two forms of acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver’s license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. Voyages By Water strongly recommends that you take into account that certain countries will not admit a passenger, if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see [https://help.cbp.gov/app/answers/detail/a\\_id/268/kw/travel](https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel) for forms. The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Customer to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier’s website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

When you receive any and all travel documents, it is the sole responsibility of the customer to review and verify all information. Contact Voyages By Water immediately if changes or corrections are required.

## INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (Details can be found at <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>.) We feel it is an invasion of privacy for any member of our staff to make such an inquiry. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. (Reference [https://help.cbp.gov/app/answers/detail/a\\_id/402/~/entering-the-u.s.-and-canada-with-dui-offenses](https://help.cbp.gov/app/answers/detail/a_id/402/~/entering-the-u.s.-and-canada-with-dui-offenses))

## RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. Voyages By Water urges customers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found

at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov> The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, VOYAGES BY WATER DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

## USE OF VOYAGES BY WATER ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with Voyages By Water by any means, including our Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of Voyages By Water communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with Voyages By Water is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by Voyages By Water shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by Voyages By Water and any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Voyages By Water debiting your account for any costs Voyages By Water incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through access provided by Voyages By Water.

## SELLER OF TRAVEL

Voyages By Water is a fully accredited travel agency with the Cruise Lines International Association, and is registered with the State of Florida as a Seller of Travel Reg. No. ST41880. Voyages By Water currently does not sell, provide, furnish, contract for, arrange, or advertise that they can or may arrange, or have arranged, wholesale or retail travel to residents of the State of California.

## PAYMENTS AND CANCELLATIONS

Unless otherwise defined during the reservation process, final payment is due prior to departure or consumption according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some cases there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to Voyages By Water in writing. As a result of cancellation, Voyages By Water's and third party supplier's cancellation penalties will apply, which are detailed in your travel documentation and each supplier's Web sites. Cancellation penalties are advised at time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact your Voyages By Water agent. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund.

## AIR, CHECK-IN, SCHEDULE RECONFIRMATION

UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. In such event, it is the Customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. Voyages By Water shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Due to enhanced security, it is strongly recommended that you check in a minimum of 90 minutes prior to scheduled departure for domestic flights and 2 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation or any portion thereof may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

## LATE BOOKINGS

Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

## TOURS: NO REFUND FOR UNUSED ARRANGEMENTS AND MINIMUM PASSENGER REQUIREMENTS

As Voyages By Water's tour prices are based on contract rates, there will not be any refund for any unused portion of a tour. Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour may be canceled.

## CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

## ALTERATIONS TO CONFIRMED BOOKINGS

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. Administrative charges of \$25 or more per change/per person are advised at time of booking, provided to you upon confirmation, and depend upon circumstances of the request. All desired changes must be made in writing to Voyages By Water.

## HEALTH/SECURITY/TRAVEL DOCUMENTATION REQUIREMENTS

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Voyages By Water shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.ustreas.gov](http://www.ustreas.gov), [www.cbp.gov](http://www.cbp.gov) on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens. (Customer is responsible to make Voyages By Water aware when traveling on a passport from a country other than the USA.) Voyages By Water neither controls nor warrants the issuance of visas related to applicable travel. Should a visa not be issued, Voyages By Water is not responsible for lost payments made toward the contemplated trip. Please note that USA rules regarding entry and exit change on a daily basis. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification found <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport.

## HAZARDOUS MATERIALS

As of April 2019, USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's 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 radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

## E-TICKETS

E-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

## LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Voyages By Water acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of Voyages By Water. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and are set forth on their respective Web sites, which govern the transaction. All bookings are accepted by Voyages By Water as agent for the travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective Web sites. BECAUSE VOYAGES BY WATER ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE VOYAGES BY WATER IS NOT LIABLE FOR ANY FINANCIAL LOSS, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. VOYAGES BY WATER HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH VOYAGES BY WATER'S OFFICE OR THROUGH THIS WEB SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF VOYAGES BY WATER'S CONTROL, AND YOU HEREBY EXONERATE VOYAGES BY WATER FROM ANY LIABILITY WITH RESPECT TO THE SAME. Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of Voyages By Water's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Voyages By Water. Voyages By Water reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member of any tour any person at any time. Voyages By Water shall not assume any responsibility for any air and/or ground schedule changes. Voyages By Water has solely received commission and fees for travel transactions and Customer agrees and understands that any recovery from Voyages By Water will be limited to the commission and fees paid by Customer actually received by Voyages By Water.

## FORCE MAJEURE

"Force Majeure" means, in relation to Voyages By Water, any circumstances beyond the reasonable control of Voyages By Water, (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).

Voyages By Water 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. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

If Voyages By Water, 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 Voyages By Water to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Voyages By Water shall use its reasonable efforts to reimburse you where possible. However, Voyages By Water shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Voyages By Water of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once Voyages By Water has investigated the prevailing situation, as it deems fit, it shall remain in VOYAGES BY WATER's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to Voyages By Water's and each supplier's terms and conditions.

## TRAVEL INSURANCE

VOYAGES BY WATER OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded and Voyages By Water's and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Voyages By Water. Employees of Voyages By Water are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

## ALTERATIONS IN TRAVEL PLANS

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of Voyages By Water and subject to supplier terms and conditions. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one.

## PHOTOGRAPHS/VIDEOS

Voyages By Water reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. Voyages By Water may use the photograph/video in publications or other media material produced, used or contracted by Voyages By Water, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact Voyages By Water in writing of his/her intentions and include a photograph.

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## PRIVACY POLICY

At all times your information will be treated in accordance with Voyages By Water's Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at [voyagesbywater.com](http://voyagesbywater.com)

## RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

## ACCESS TO PASSWORD PROTECTED/SECURED AREAS

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this website may be subject to prosecution.

## RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. All land and event offers are subject to availability and may change without notice. In the event of a land or event pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

## GENERAL

The laws of the State of Texas, USA, govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Tarrant County, Texas, USA, in all disputes arising out of or relating to travel bookings with Voyages By Water, including the use of the Voyages By Water Web site. Use of the Voyages By Water Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and Voyages By Water with respect to travel bookings made with Voyages By Water by any means accessing such information, including its' Web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and Voyages By Water with respect to communications with Voyages By Water, including the Voyages By Water Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved by Voyages By Water.

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