



## TERMS & CONDITIONS

**ACCEPTANCE OF TERMS & CONDITIONS:** These terms and conditions ("Terms and Conditions") govern the relationship between Biwa Global LLC (DBA "Biwa Travel") and/or "we/us/our" and you, the purchaser and/or traveler ("client/passenger/customer" and you/your"). By visiting the Biwa Travel Website or by using any part of our services or otherwise engaging in any transactions with us, you and all members of your traveling party agree to be bound by the terms and conditions set forth below (the "Terms").

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 Biwa Travel. You agree to be financially responsible for all travel bookings you make with Biwa Travel, whether made on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Biwa Travel and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

All bookings are accepted by Biwa Travel as agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You understand and agree that by booking travel through Biwa Travel, you are also agreeing to the booking terms and conditions of each Supplier partner you have selected for your itinerary.

Biwa Travel is an independent affiliate of Andavo Travel and a member of Virtuoso.

**RISKS/SAFETY:** Travel to certain destinations may involve greater risk than others. Biwa Travel urges Clients 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 health and safety conditions in various countries and the level of risk associated with travel in particular international destinations can be found at <https://www.state.gov/> , <https://www.tsa.gov/> , <https://www.transportation.gov/> , <https://www.faa.gov/> , <https://www.cdc.gov/> , <https://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 the Dept. of State can better assist you in an emergency. Registration is recommended and can be done at <https://step.state.gov/step/>.

By offering for sale travel to particular destinations, Biwa Travel 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. Client's participation constitutes acceptance of such events at client's own risk.



**REQUIRED DOCUMENTATION, INCLUDING TSA & DHS IDENTIFICATION REQUIREMENTS:** It is the responsibility of each Client 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) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at: <https://www.tsa.gov/travel/security-screening/identification>.

Many countries will not admit a passenger if their passport expires within six (6) months of the scheduled return date.

Non-U.S. Citizens may require additional documentation including but not limited to visas.

If a passport and/or visa is not obtained prior to travel, Biwa Travel and/or purchased travel insurance does not cover any monetary losses incurred.

The name, date of birth, and gender that appears on the form of identification **MUST MATCH** exactly the same data that is listed on tickets and booking reservations. You acknowledge that it is your responsibility to ensure the information on your tickets and confirmations is accurate. Any discrepancy in your reservation details and your form of documentation may result in denied boarding, delay at security checkpoints which may result in missed components of your scheduled travel reservations. Additional fees may also result and are not the responsibility of Biwa Travel.

**INDIVIDUAL ENTRY & EXIT REQUIREMENTS:** Children and infants may require additional documentation. Minor children traveling with one parent or legal guardian, and/or without both parents or legal guardians, may be stopped and not admitted unless authenticated and verified consent forms are provided to the proper authorities. Additional information can be found at the following website [https://help.cbp.gov/s/article/Article-449?language=en\\_US](https://help.cbp.gov/s/article/Article-449?language=en_US).

The U.S. Customs and Boarder Protection Agency (CBP) requires that for groups of children under the age of 19 arriving to the United States by land or sea from a contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may present an original or copy of his/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 or group leader in writing. Additional information can be found at the following website [https://help.cbp.gov/s/article/Article-3643?language=en\\_US](https://help.cbp.gov/s/article/Article-3643?language=en_US).

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Dept website for further information about these requirements at <https://travel.state.gov/content/travel.html>.

Biwa Travel does not inquire about an individual's criminal record in the interest of respecting our clients' privacy.



**HEALTH & IMMUNIZATIONS:** You must have the proper immunizations and health screenings along with required documentation of such immunizations and screenings before travel. Biwa Travel shall not assume responsibility for the accuracy of health, vaccination, or documentation prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's healthcare practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation.

If you are concerned about taking any medications or receiving certain inoculations, check with your healthcare practitioner before confirming your travel plans. Information regarding travel to specific destinations, and the Center of Disease Control (CDC) can be found at each of these websites:

<https://travel.state.gov/content/travel/en/us-visas/immigrate/vaccinations.html> and <https://wwwnc.cdc.gov/travel/>.

**TRAVEL INSURANCE:** Biwa Travel offers access to travel insurance to protect the traveler and their investment. Travel insurance will be quoted as a separate item from the cost of the itinerary. Travel insurance provides protection for trip cancellation/interruption (sickness, injury or death; home/destination uninhabitable; required to work; involuntary termination; terrorist act; strike; quarantine; jury duty/subpoena; Military duty; financial default), trip delay, missed cruise connection, baggage and personal effects, baggage delay, emergency medical and dental expenses, emergency medical evacuation, accidental death and dismemberment, travel assistance services.

Purchasing travel insurance at the time of deposit will provide the best coverage. Additional insurance upgrades are available.

Without the purchase of travel insurance, you understand and agree that if you cancel or interrupt your travels for any reason, portions or all of your trip may not be refunded and Biwa Travel's and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of the Client's travel booking and additional associated change fees.

The purchase of travel insurance is not required, however, if you decline to purchase insurance, Biwa Travel will require that you execute an insurance waiver.

Biwa Travel is not a licensed insurance broker and is not qualified or authorized to answer technical questions about coverage of benefits, exclusions, and conditions of any insurance product offered. An additional charge applies for any travel insurance selected.

BIWA TRAVEL CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

#### **LEGALLY REQUIRED DISCLOSURES:**

Hazardous Materials:



Federal law prohibits passengers from bringing hazardous materials on the aircraft.

- (1) 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 radiopharmaceuticals.
- (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 airline representative(s) on their itinerary. Restrictions on hazardous materials can be found at <https://www.tsa.gov/travel/security-screening/whatcanibring/all>.

#### Insecticide Notice:

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This information can be found at <https://www.transportation.gov/airconsumer/spray>.

**LIMITATIONS OF LIABILITY:** Biwa Travel acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of Biwa Travel. The Suppliers whose names appear in the travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

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. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

Because Biwa Travel acts as an agent for disclosed principal Suppliers and does NOT have the right to control the operations of such independent operators and suppliers, you agree that Biwa Travel is not liable for any personal injury or property damage, which may arise out of these services.

Biwa Travel 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 Biwa Travel, 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, their cancellation and refund policies, fuel increases, bankruptcy, or cessation of operations and other



matters outside of Biwa Travel's control, and you hereby exonerate Biwa Travel from any liability with respect to the same.

BIWA TRAVEL HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM BIWA TRAVEL WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY BIWA TRAVEL.

## **AIR TRAVEL, UNUSED ARRANGEMENTS, AND ALTERATIONS TO BOOKINGS:**

### **Air Travel, Schedule Reconfirmation, Check-in:**

Biwa Travel shall not assume any responsibility for any airline schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation for all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire one year from the date of issue unless the carrier fare rules in a passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check-in a minimum of 2 hours prior to your scheduled domestic departure time and reconfirm your flight at least 24 hours prior to your scheduled departure time. For international flights, it is strongly recommended that you check-in a minimum of 3 hours prior to your scheduled international departure time and reconfirm flight times at least 72 hours prior to the scheduled departure time.

By checking in for a flight, tour, or cruise, you may be agreeing to additional terms and conditions imposed by the Supplier.

### **Right to Correct Errors/Offers Subject to Availability:**

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

## **PAYMENTS, CANCELLATIONS & CURRENCY FLUCTUATIONS:**

### **Payments & Cancellations:**

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Biwa Travel. By submitting a credit card authorization form to Biwa Travel, you agree to allow Biwa Travel to use your payment method to purchase travel products from our Suppliers.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. You understand that failure to make final payment or any violation of a Supplier's conditions of



purchase may result in the cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In many cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to Biwa Travel in writing. As a result of cancellation, Biwa Travel's and third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

#### **Currency Fluctuations:**

Currency exchanges rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Biwa Travel is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

#### **CREDIT CARD DISPUTES:**

Except in cases of fraud, you agree not to file any dispute with your bank or credit card company to avoid or violate any booking terms and conditions of Biwa Travel or its Suppliers, including cancellations or changes of the itinerary or arrangements for reasons beyond the control of Biwa Travel or its Suppliers.

IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, BIWA TRAVEL RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES, AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL, OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

**RECEIPT OF TRAVEL DOCUMENTS:** When you receive your travel documents, it is your responsibility to review and verify all information for accuracy. Contact Biwa Travel immediately if changes or corrections are required. IF YOU HAVE NOT NOTIFIED US OF NECESSARY CORRECTIONS TO YOUR RESERVATION WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING YOUR TRAVEL DOCUMENTS, BIWA TRAVEL BEARS NO RESPONSIBILITY FOR ANY ADDITIONAL COSTS ASSOCIATED WITH MAKING NECESSARY CORRECTIONS.

**FORCE MAJEURE:** Biwa Travel will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown of malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Biwa Travel.

The purchase of travel insurance is highly recommended on all trips.



In addition, each of Biwa Travel's Suppliers has terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone, or cancel any itinerary or arrangement in relation to the trip. Payment or any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although Biwa Travel shall use its reasonable efforts to secure reimbursement for you where possible.

#### **RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS & GENERAL:**

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website, and are effective immediately on posting.

#### **General:**

The laws of the State of Texas govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of the courts in Williamson County, Cedar Park in all disputes arising out of or relating to travel bookings with Biwa Travel.

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 Client and Biwa Travel with respect to travel bookings made with Biwa Travel by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Biwa Travel with respect to communications with Biwa Travel. 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.