



## **Royal Wanderlust Terms & Conditions Agreement For Hosted Wanderlust Group Trips**

This Terms and Conditions Agreement (“Agreement”) for hosted Wanderlust Group Trips, was revised on January 1, 2022; and is effective January 1, 2022. This agreement is between Royalty Wanderlust, LLC (dba Royal Wanderlust) (the “Company”, “RW”), whose agent address is 7544 FM 1960 RD E #1525, Humble, Texas 77346, in the county of Harris; and the “Traveler” who has signed and agreed to these terms on behalf of themselves and any additional persons they have paid/registered for.

### **1. Definitions**

**Air Inclusive.** Packages that have been selected which includes roundtrip airfare from a city within the United States, to the destination of choice (international or domestic) and back.

**Booking.** Refers to the act of booking a trip destination and paying any applicable deposit required.

**Cancel for Any Reason.** Third party travel protection benefit (insurance) that allows Travelers to cancel a covered booking for almost any reason. Eligibility stipulations will apply. Note: Royal Wanderlust is not an insurance provider nor a seller of insurance. Benefits are offered through partnered third party insurance providers.

**Carry On Luggage.** A bag or item that can fit in the overhead bin of a plane, train, or bus. Sizing and weight requirements are determined solely by the transportation entity. Most Wanderlust Trips will include the cost of 1 carry-on bag/item, unless otherwise specifically stated.

**Checked Luggage.** A bag or item that is transported in the cargo area of a plane, train, bus, or ship. Sizing and weight requirements are determined solely by the transportation entity. Most Wanderlust Trips will include the cost of 1 checked bag/item, unless otherwise specifically stated.

**Deposit.** Minimum amount of money required for a Traveler to pay in order to secure space on a Wanderlust Trip.

**Due Date.** The date payments are due for secured space on a Wanderlust Trip.

**Force Majeure.** An event that takes place, outside of Royal Wanderlust’s, and our selected suppliers/vendors, control that results in the cancellation or change of a Wanderlust trip. This can include, but is not limited to civil unrest, natural disasters, “acts of God”, a pandemic, or any other unforeseeable event that could cause disruption to a Wanderlust Trip.

**Group Trips.** At least ten (10) or more Travelers, unless otherwise agreed, on a single Wanderlust Trip.



**Land Only.** Packages that have been selected which excludes roundtrip airfare from a city within the United States, to the destination of choice (international or domestic) and back. These Travelers are responsible for securing their own airfare.

**Late Fees.** Fees that are assessed for payments received by Royal Wanderlust after 11:59 pm CST on the stated due date for a Wanderlust Trip. These fees are invoiced and collected by Royal Wanderlust, are due immediately upon receipt, and are not applied toward your trip balance.

**Late Payments.** A payment that is received by Royal Wanderlust after 11:59 pm CST on the stated due date for a Wanderlust Trip.

**Members Only Site or Page.** Refers to a secured area on the Company website for attendees on a Wanderlust Trip. Site is password protected and the password shall not be shared outside of the group.

**Payment.** Required payments from Travelers to Royal Wanderlust towards their secured space on a Wanderlust Trip.

**Personal Luggage.** A small-medium size bag or item that can fit underneath the seat in front of you on a plane, train, or bus.

**Registered Traveler.** A person who has completed an individual registration form and has paid a deposit for themselves, and/or another Traveler, to participate in a Wanderlust Trip. (also see Traveler/Guest)

**Royal Wanderlust.** DBA under Royal Wanderlust, LLC. An independent travel agency, who is authorized to market, curate, book, host, provide - related services under the travel umbrella.

**Supplier/Vendor.** Any third-party entity utilized in connection with curating travel services.

**Terms/Terms & Conditions/Terms & Conditions Agreement/T&C.** The contractual obligations and rights ("conditions") provided by Royal Wanderlust for Travelers participating in Wanderlust Trips.

**Travel Credit.** Royal Wanderlust does not provide travel credits; however, under certain limited circumstances, a travel credit may be issued to a Traveler for future use of an airfare or cruise component. Such credits are not held nor issued by Royal Wanderlust. If a travel credit is issued, further information and instructions will be provided by Royal Wanderlust on how to utilize the credit.

**Travel Protection/Insurance.** Third party travel benefit(s) to protect your vacation investment. Benefits may provide coverage for medically related expenses, trip cancellation, trip interruption, lost baggage, and more. Note: Royal Wanderlust is not an insurance provide nor a seller of insurance. Benefits are offered through partnered third party insurance providers.

**Travel Service(s).** One or more of the following services: air travel, lodging accommodations, ground transportation, restaurants, tourist attractions, tour operator/manager services, host services, and any such other services agreed upon.



**Traveler/Guest.** A person or persons who has secured a spot on a Wanderlust Trip, either directly or indirectly via another registered Traveler. (also see Registered Traveler)

**Wanderlust Trip(s)/Trip(s).** Group travel services that are curated and hosted by Royal Wanderlust.

**Website.** Refers to Royal Wanderlust’s official website.

**We/Us/Our/Company.** These terms refer to Royalty Wanderlust, LLC and dba Royal Wanderlust.

**Spot(s)/Space(s).** Place on a Wanderlust Trip. A spot/space is not secured until paid for with a deposit.

**Supplier/Vendor.** Any third-party entity utilized in connection with curating travel services.

## 2. Terms & Conditions

This T&C Agreement is applicable to all Wanderlust Trips; except where modified for a specific trip. In addition to, Travelers must also agree to the general terms and conditions, and website terms of use – which can be found here: [royalwanderlust.com/t-c](http://royalwanderlust.com/t-c).

## 3. Booking.

### a) Deposits.

Deposits are required to reserve a space for you on a Wanderlust Trip, with some limited exceptions. RW accepts payment via our payment processor PayPal. You may pay using any method available via PayPal to include e-checks, Visa, MasterCard (MC), Discover, and American Express (AMEX). You do not need to sign up for a PayPal account.

Deposit amounts will vary based on the overall cost of the trip, as well as airline, resort/hotel/lodging, ground transportation, and tour requirements. Once the deposit amount is received with your registration form, if booking an air-inclusive package, change requests to a land only package will not be permitted; and vice versa.

All Travelers agree to remit a non-refundable, non-transferable deposit to the Company for all space requested on a Wanderlust Trip. There are no exceptions, and no spaces will be held without receive of a completed registration form and deposit. Deposits are listed as per person and per trip. Specific information regarding the desired Wanderlust Trip will be shared on the applicable webpage.

### b) Invoicing.

Travelers are responsible for verifying that everything on their invoice is accurate and complete, including options selected and that their name matches their relevant government identification (passport, driver’s license, state ID). RW cannot accept responsibility if we are not notified of any inaccuracies within 5-calendar days of sending out the invoice. Changes are subject to the



fees and penalties noted in the T&C Agreement. In the case of billing errors, Royal Wanderlust reserves the right to re-invoice you with the correct pricing.

#### 4. Payments.

##### c) Payment Plans.

Unless otherwise stated/ required or paying in full by the first payment due date, a payment plan will be established for all Travelers. If you require a payment plan, all payments will be due on the stated due date for the Wanderlust Trip you have booked. All payments are due by 11:59 pm CST on the stated due date. Payments made after 11:59 pm CST on the stated due date are considered late and will be assessed any applicable late fees.

##### d) Final Payment.

Final payments for Wanderlust Trips may vary; but will typically be due 30-60 days prior to commencement of travel services. All Travelers agree to make all agreed upon payments, on or before the stated due date. Spaces will be immediately cancelled if final payment is not received by the due date. There are no exceptions. Cancellation penalties and refunds, if eligible, will apply as noted below.

If airfare is included in your selected package, once ticketed, cancellation/change penalties of at least \$300 per person up to 100% of the air price will apply.

##### e) Late Payments.

Payments received after 11:59 pm CST on the stated due date are considered late. All late payments will be assessed a flat fee of \$25; with an additional \$5 late fee per day – thereafter. Late fees are invoiced to you directly by Royal Wanderlust and are due immediately upon receipt. Failure to pay any applicable late penalties in a timely manner, may result in you being immediately removed from the trip. Late fees are not applied to your trip balance.

Travelers who make more than two (2) late payments, at any time during the payment plan, will be immediately removed from the trip and the cancellation/refund policy will apply. This means that upon receipt of the third late payment, the Traveler will be immediately removed from the Wanderlust Trip. There are no exceptions to this policy.

#### 5. Cancellations.

##### f) Standard Cancellations.

All cancellations must be made in writing to Royal Wanderlust either via email: [info@royalwanderlust.com](mailto:info@royalwanderlust.com) or via the Contact Us form on this webpage. We will not accept a cancellation notice in any other manner. You must include your full name, email address (if using the website), reason for cancellation and the name of the Wanderlust Trip you are registered for.



Cancellations will be subject to all applicable fees and penalties as determined by RW as well as any tour operators, resorts/hotels/lodging, ground transportation, and airlines. All deposits are nonrefundable and will be retained. Any eligible refund will be less the nonrefundable deposit and other applicable penalties/fees.

Refund requests will be answered as soon as administratively possible. If you do not receive a response within two (2) business days, please give us a call. Refunds may take up to 30 days to be processed. All refunds will be processed back through PayPal.

Travel protection may or may not be included in a Wanderlust Trip package. If it has been included, you must contact the insurance carrier to discuss eligibility for any possible reimbursement. Royal Wanderlust will only provide a refund based on our cancellation policy.

**g) Fees & Refunds.**

<b>Number of Days Before Trip Departure</b>	<b>Eligible Refund Amount</b>
Deposit Date – 60 Days Before Trip Departure	25% of Total Amount Paid/Received*
59-31 Days Before Trip Departure	15% of Total Amount Paid/Received*
30 Days or Less to Trip Departure	0% of Total Amount Paid/Received*

\*All deposits are nonrefundable and are not included in the eligible refund amount.

**h) Force Majeure & Company Cancellation.**

At our sole discretion, Royal Wanderlust reserves the right to cancel or reschedule any Wanderlust Trip for any reason, including insufficient demand or force majeure. If a Wanderlust Trip is cancelled prior to departure, the Company's only responsibility is to refund the amount received from the Traveler for the trip. RW will try to rebook the same trip with a different departure date or a similar trip; but we do not make guarantees of availability.

For air-inclusive packages, RW will try to confirm air schedules for the selected new dates, subject to availability. RW cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made using Royal Wanderlust's services.

**6. Travel Protection.**

Travel protection may or may not be included in a Wanderlust Trip package. Travel protection is a wonderful benefit that can provide protection (security) for your vacation investment. Any included travel protection benefit for a Wanderlust Trip will only include base level protection. This may include coverage for things such as medical related needs, trip interruption, trip cancellation (i.e. if flights are cancelled), lost or delayed baggage, etc. If included, the benefit will only cover components booked via Royal Wanderlust with your package.

If travel protection has been included or you have purchased an outside policy, you must contact the insurance carrier to discuss eligibility for any possible reimbursement. Royal Wanderlust will



only provide a refund based on our cancellation policy. If needed and requested, we will provide you with any necessary documents for your claim; where/if applicable.

Royal Wanderlust is not an insurance company, nor seller of insurance. We are able to provide these benefits through our partnered suppliers/vendors.

#### **7. Rooms/Lodging.**

For the safety and security of our Travelers, lodging information will not be released in advance, unless required by the selected property. Exact lodging information such as photos and names (where applicable) will be released either within 7-days of the trip or upon arrival. Our company has a strict vetting process when selecting accommodations. Although we cannot make certain guarantees, we can affirm that each property selected meets our standards for each curated Wanderlust Trip.

Royal Wanderlust and its partnered suppliers will make every effort to fulfill your desired room requests. There may be instances where this may not be possible. In the event this occurs, Royal Wanderlust will work with its partnered supplier to provide an alternative option.

#### **8. Airfare/Flights.**

Packages that include airfare from or within the United States will include mainline carriers such as United, American, Delta, and/or Southwest; unless specifically stated. To ensure the safety and security of our Travelers, specific flight information (times, carriers, seats) will not be released in advance. Exact flight information will be provided as the trip's departure date gets near. Prior to, we will only provide a time window of when you should be prepared to report to the airport for departure, and a time window of when you can expect to return to the point of departure. All airfare booked will include economy seating. Upgrades are not permitted. If you have selected a Land Only Package, please contact Royal Wanderlust for assistance in coordinating your flights.

#### **9. Travel Documents.**

All Travelers agree to maintain and provide proper travel documents for the Wanderlust Trip they have registered for. This includes a valid government issued ID such as a driver's license or regular identification card, or a passport book; and may also include a visa. For Wanderlust Trips that include closed-loop cruises (departing from and returning to the United States) and for minor children, an original birth certificate and/or passport card.

For all international Wanderlust Trips, a passport book is required. The passport must be in good condition, be valid for six (6) months beyond the scheduled trip return date, and have at least two (2) blank pages. Travelers must take note that some countries may require your passport to be valid for a longer period of time, and may also require more blank pages. All non-U.S. Citizens are required to check with the embassy or consulate regarding travel document requirements, prior to registering for a Wanderlust Trip.

Wanderlust Trips that require a travel or entry visa must obtain the document either in advance or locally upon arrival if applicable and eligible. The cost of any visa's needed are not included.



**10. Eligibility to Travel.**

All Travelers acknowledge that it is their individual responsibility to determine if they are eligible to travel. This includes domestic and international travel. Reasons for ineligibility may include a negative criminal background, outstanding warrants, delinquent child support, delinquent taxes, etc. If a Traveler is denied boarding or entry into a country by Customs or Immigration, Royal Wanderlust will not be held liable; and no refunds will be issued.

**11. Name Change Fees.**

Name changes may result in an additional fee of at least \$300 per person, plus any applicable supplier fees. Name changes can include misspellings as well as complete or partial name changes (i.e. change due to marriage) for any component of the Wanderlust Trip you have secured. In the event a full cancellation and rebooking of a component is required, the Traveler agrees to be fully responsible for any fees imposed as a result of the request. Any unused services are nonrefundable.

**12. Luggage.**

Most Wanderlust Trips will include at least 1 Personal Item/Bag and 1 Carry-On Item/Bag or 1 Personal Item/Bag, 1 Carry-On Item/Bag, and 1 Checked Bag. If a Traveler exceeds the luggage allotment for a Wanderlust Trip, they will maintain full responsibility for any fees related to the additional luggage. This includes extra bags as well as overweight bags.

**13. Traveler Etiquette & Conduct.**

Royal Wanderlust strives to provide a fun and welcoming experience/environment for all Travelers. To ensure cohesiveness of the group, RW reserves the right to accept, expel or reject any Traveler who is deemed as disruptive or incompatible with the best interest of the group. This may include displays of intoxication or being under the influence of drugs, lewd behavior, displays of verbal or physical violence/altercations, displays of lack of respect for others inside and outside of the group. A Traveler who is released from the trip will be subject to any cancellation fees and/or associated costs for alternative methods to return home.

**14. Roommate Pairing.**

Travelers who need a roommate, may have the option to take advantage of being paired with another Traveler who is also seeking a roommate; when available. We will do our best to pair you with a compatible roommate; however, there are no guarantees. If roommate pairing is provided, you will share the same accommodations for the entire length of the Wanderlust Trip. Should any challenges arise between the Travelers, an attempt to resolve the matter amongst the impacted parties should be done first. In the event this is not possible and requires a change in rooming, each Traveler will be individually responsible for securing and funding their alternate accommodations. Royal Wanderlust holds no responsibility for providing alternative accommodations.

**15. Trip Documents.**

Should a Wanderlust Trip require individual documents, all documents will be provided to the Traveler(s) via their email address on file within 15-days prior to the trip; or sooner where required or later if received after the stated timeframe.





**16. Non-Disparagement.**

All Travelers agree not to disparage the Company in writing nor orally; and neither the Traveler nor persons acting on their behalf shall publish, post or release any written or electronic material, make speeches or public statements, nor interviews that mention the Company, its employees, its operations, its Travelers, its services or products, without the express prior written consent of Royal Wanderlust. If a Traveler is found to be in breach of this agreement, the Traveler and any applicable persons shall be held liable for any incidental or consequential damages to the Company, including and without limitation – lost of profits or revenue.

**17. Limitation of Liability.**

Travelers agree that under no circumstances or event, shall Royal Wanderlust be held liable for any indirect, consequential, incidental, or special damages, including without limitation – the loss of profits or revenue, for any reason arising under this T&C Agreement. The Company’s limited liability under this Agreement, whether arising out of breach of condition, breach of warrant, breach of contract, tort, or otherwise, shall be limited to the dollar value of the fees earned/received by the Company.

**18. Dispute Resolution & Arbitration.**

The laws of the State of Texas, USA, govern these terms and conditions. Any dispute, claim or controversy that arises out of or are related to this transaction shall be exclusively resolved by binding arbitration. The complaining Traveler must provide written notice to Royal Wanderlust via email: [info@royalwanderlust.com](mailto:info@royalwanderlust.com), regarding their intent to seek arbitration. The notice must explicitly state the basis of the dispute. Royal Wanderlust and the applicable Traveler/Parties will make every effort to resolve the dispute in good-faith. In the event no resolve is made within 30-days after receipt of the notice, the complaining Traveler/Party, may seek remedies exclusively through arbitration methods.

An arbitration demand shall be made within a reasonable timeframe after the dispute or matter in question has been brought forth; and in event shall it be made after a two (2) year time period from which the aggrieved party should have known or knew about the controversy, breach, or dispute. This agreement to arbitrate shall be specifically enforceable and conducted by one (1) Arbitrator within Harris County, Texas. If there is not an agreement upon the selection of the Arbitrator, within a reasonable timeframe, an Arbitrator shall be selected by the American Arbitration Association in accordance with the terms and conditions of this agreement. By use of this website and/or our services, you hereby consent to the exclusive jurisdiction and venue of courts in Harris County, Texas, USA; in all disputes arising out of or relating to travel bookings with Royal Wanderlust. This includes the use of our website. Use of Royal Wanderlust's website 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 this Terms & Conditions Agreement is determined to be invalid or unenforceable pursuant to applicable law, included but not limited to the warranty disclaimers and liability limitations as set-forth above, then the invalid or unenforceable provision will be deemed





superseded only by a valid, enforceable provision that most closely matches the original intent of the provision and agreement, shall continue in effect.

This T&C Agreement, along with the Company's general terms and conditions (found here: [royalwanderlust.com/t-c](http://royalwanderlust.com/t-c)) constitute the entire agreement between the Traveler and Royal Wanderlust, with respect to travel services for Wanderlust Trips curated by Royal Wanderlust - by any means accessing such information, including its website, and it supersedes all prior or contemporaneous communications and applicable proposals; whether written, oral or electronic, between the Traveler and Royal Wanderlust - with respect to communications with Royal Wanderlust, including the use of our website. 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 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.

#### 19. Traveler Acknowledgements.

Traveler acknowledges and agrees to the following additional terms and conditions.

- i) Traveler agrees to provide their name as an exact match as listed on each required travel identification. This includes government issued identification cards, birth certification and/or passport. Any discrepancy may result in additional out of pocket from the Traveler.
- j) Traveler agrees that if they dispute a payment transaction for fraudulent activity, after they have made their agreed upon payment for the Wanderlust Trip booked, they will be immediately removed from the trip.
- k) Traveler agrees that they are responsible for ensuring all travel documents are valid, in good condition, and meet the requirements for the destination(s) to be visited.
- l) Traveler agrees that if a passport is required, it will be valid for at least six (6) months (or more where required) beyond the scheduled return date of the Wanderlust Trip.
- m) Traveler agrees that they will receive their documents (including invoices) carefully and upon receipt for accuracy, and will contact the Company within 3-days regarding any concerns.
- n) Traveler agrees that Royal Wanderlust is not responsible for penalties imposed for airfare tickets not issued by our suppliers/vendors due to schedule changes, flight changes, or staff issues.
- o) Traveler agrees that Royal Wanderlust is not responsible for personal items, to include but not limited to, luggage, baggage, and travel documents. Traveler agrees that it is their sole responsibility to ensure their personal effects are secured at all times.
- p) Traveler agrees that all deposits are nonrefundable, and will not be refunded for any reason except complete trip cancellation.
- q) Traveler agrees that Royal Wanderlust is not responsible for, nor will they be held liable for, any injury, damage or loss a Traveler nor their family or other related persons - may suffer from on account of any actions, conditions, nor omissions that are beyond the Company's control. Traveler accepts liability that arrives from their willful misconduct or gross negligence, and will not hold the Company responsible for any injury, damage or loss the Traveler nor their family or other related persons - may suffer from while on any third party provided/operated activities or excursions.



- r) Traveler agrees that Royal Wanderlust has no special knowledge regarding the individual financial status of a supplier or vendor selected for a Wanderlust Trip, nor special knowledge of unsafe conditions, health hazards, weather hazards, nor climate extremes for a selected Wanderlust Trip. Traveler agrees that they are responsible for conducting their own research regarding any Wanderlust Trip destination and its requirements. For information regarding the status of a destination, we recommend Travelers contact the U.S. State Department. You may visit their website: [www.tsa.state.gov](http://www.tsa.state.gov) for ease reference. For medical information, we recommend Travelers contact the Centers for Disease Control (CDC). You may visit their website: [www.cdc.gov/travel](http://www.cdc.gov/travel), for ease of reference.
- s) Traveler agrees that some tours and activities may require walking on/over uneven surfaces, navigating steep steps or slopes. Traveler acknowledges that wheelchairs, walkers, and scooters may not be permitted on international walking tours. Traveler acknowledges that participating in a tour or activity with an impairment (physical or nonvisible), may prevent them from understanding and following instructions and/or participation in the tour or activity. Traveler agrees to provide Royal Wanderlust with sufficient notice of any impairment that may result in limitations during the course of a Wanderlust Trip. Traveler agrees that failure to do so, affords the Company the right to remove a Traveler from a tour or activity. Any related expenses as a result of the removal will be the responsibility of the Traveler.
- t) Traveler agrees to take full and complete responsibility in confirming and verifying any and all travel document requirements for any Wanderlust Trip booked. These requirements may include, but are not limited to passport, visa, vaccination and other entry related travel requirements. This may also include conditions regarding health and safety at the selected destination.
- u) Traveler agrees that if airfare is purchased by Royal Wanderlust on their behalf, once ticketed, any changes may be subjected to additional fees or penalties at the cost of the Traveler. Traveler agrees that if any air credits are provided, they will be held by the designated air carrier, not Royal Wanderlust.
- v) Traveler acknowledges that prior to completion of full payment and issuance of tickets for group bookings, there is the potential for a price increase due to fuel surcharges imposed by the airline, cruise line and/or transportation companies; as well as an increase in government-levied taxes and fees. Once ticketed upon receipt of full payment for any individual or group booking, there will be no increases. Travelers agree that they consent to any potential price increases due to fuel surcharges and/or government taxes, will be responsible for any additional costs.
- w) Traveler agrees that Royal Wanderlust collects personal information to enable the provision of travel services for Wanderlust Trips. This includes for processing of payments, to provide/relay necessary information about Travelers to vendors and suppliers for the delivery of services, to send documentation, to convey important information pertaining to this trip, to request feedback of services provided, to send marketing communications to which you have subscribed to, and that Travelers are responsible to obtain consent to share personal information for all Travelers in which they have booked a spot/space for on a Wanderlust Trip.
- x) Traveler agrees that they have read this entire Terms & Conditions Agreement, in addition to the Company's general terms and conditions; and agrees a deposit payment and any other payment as well as participation on any Wanderlust Trip, constitutes acceptance of all terms and conditions.