Thank you for choosing a Funjet Vacations (“Funjet” or “Operator” of charter vacations). To ensure that you understand the conditions of your particular vacation, please read the following policies and procedures completely. A signed Operator/Participant Contract is required for each charter air passenger with payment. All policies and procedures are subject to change at any time in Funjet’s sole discretion without notice.

1. BOOKING/PAYMENTS

Full payment with credit/debit card is required to make a reservation if booking less than 46 days before departure, however partial payments may be if booked 60 days or before. Car rental companies may require additional taxes and fees for bookings made over the phone to Funjet's reservation center instead of booking electronically. Separate payment policies apply to holiday or special event departures. Funjet reserves the right to reinvoice your reservation should an error be made in computing your vacation price. At the time of credit/debit card payment, Funjet may split the merchant record between payment for Funjet and the air carrier booked. The Funjet portion of the payment will be processed immediately. The airline will process payment at the time of electronic ticketing.

2. VACATION PAYMENT PLAN

If you are booking your vacation more than 46 days before departure, you may elect to pay your balance in full at time of booking, or (if applicable) to make an initial deposit and pay the remaining balance no later than 45 days before departure. The initial deposit amount will be charged to your credit/debit card at time of booking. You may choose to have the remaining balance charged to your credit/debit card on the date you select, or to receive an e-mail reminder on a selected date (which may not be less than 45 days before departure), instructing you to log in and apply final payment. Your travel itinerary will be issued within 72 hours of receipt of final payment. Regular cancellation penalties stated herein apply to passengers electing to use this payment plan. This payment plan may not be used for charter air, hotel only vacations, or any other air-inclusive vacations.

3. Hotel Taxes and Service Fees: Funjet markets hotels under a “prepaid/merchant” model, where Funjet collects the full amount from you in advance and manages the payments to the hotel/feature on your behalf. The booking is made by Funjet and includes all taxes and/or service fees associated with the reservation. The amounts being paid by Funjet to the hotel/feature on customer’s behalf as well as compensation for services retained by Funjet. In connection with facilitating your hotel/feature, the amount you are charged will include tax recovery charges and service fees. This amount includes an estimate to recover the amount we pay to the hotel/feature related to your reservation for taxes owed by the hotel/feature or us, including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, and/or, similar taxes. The amount paid to the hotel/feature in connection with your reservation for taxes may vary by location. Funjet works with our suppliers to provide you with the best rates. To pass these values on to our customers, we are prohibited from breaking out individual component prices and will not be able to provide these to you. In the event your hotel is supplied by Traveltrae LLC, the terms and conditions at http://developer.ean.com/terms/en apply.

4. Travel Protection Options: The Penalty Waiver or All-In-One Travel Protection are two options that are available for purchase. Either travel protection options are available for your booking. By calling your travel agent or Funjet within 72 days of your initial deposit, provided you have not yet made your final payment. The Penalty Waiver and All-In-One Travel Protection are non-refundable and are not available on certain products, such as cruises, land vacations, or special events. By purchasing the All-In-One Travel Protection at the time of deposit, you will be entitled to a lower deposit amount. The Penalty Waiver and the All-In-One Travel Protection do not apply to “NO SHOW” situations. The All-In-One Travel Protection is a Funjet benefit and may be purchased when booking less than 46 days before departure. Non-refundable travel agent fees may be included in your vacation price and are not covered by either option. Additional details and pricing are available upon request. Any balance due will be deducted from the refund of the canceling party unless the remaining customers provide additional payment.

5. CANCELLATION/REFUNDS

If your plans change, your right to a refund is limited. Please note that there are no refunds for cancellations made 7 days or less prior to departure for air-inclusive or activities only vacations or less than 48 hours prior to departure for holiday only vacations. Most air carriers consider a name change to be a cancellation; to avoid penalties for name changes, full and complete names are required at time of booking. Separate cancellation penalties and nonrefundable deposits apply to premature departures, European, Asia, Europe or travel insurance. There may be nonrefundable options as part of your vacation such as lift tickets, theater shows or theme park admissions. There are no Funjet cancel/revision penalties when making reservations for accommodations with West Disney World, Universal, Legoland and travel insurance. All-In-One Travel Protection is purchased.

6. Published Airline Penalties: These fares have restrictions if revisions are needed and are nonrefundable if canceled unless All-In-One Travel Protection is purchased. There may be additional Travel Protection Options applicable to your booked hotel/feature/car penalties. If the number of individuals occupying a room decreases or the number of paid guests decreases the remainder will be responsible for additional costs incurred as a result of a change in the per person occupancy rate.

Penalty Waiver. Cancel for any reason with Price Guarantee for hotel, charter and value air. Clients who elect to purchase this optional feature may cancel their reservations at any time and for any reason prior to departure. Funjet’s penalties and fees, charter and value air penalties and supplier penalties are waived. Even if Penalty Waiver is purchased, scheduled air imposed fees are non-refundable, but may be exchangeable with the same airline within one year from the date of ticketing, or sooner based on the airline. For charter air and events, refer to the All-In-One Travel Protection description below. The Penalty Waiver also includes a Price Guarantee which entitles the traveler to receive the lowest advertised price should the price decrease after purchase. If the price decreases, the traveler or customer must request a price refund and this less $34 to adjust prior to the lower, qualifying rate. The Price Guarantee applies for both the air and hotel portion of any charter or value flight air/hotel/vacation. For scheduled air and hotel-only vacations, the Price Guarantee only applies towards the hotel portion of the reservation. The Price Guarantee applies to Mexico, Caribbean, Hawaii, and Central America destinations. The price adjustment must be made to the reservation while the lower rate is available in the system. NON-REFUNDABLE SCHEDULED AIR TICKETS, SCHEDULED AIR Any changes (other than those subject to cancellation penalties listed above) shall be subject to $25 revision fee plus applicable airline ticketing fees and hotel/feature/car penalties. If the number of individuals occupying a room decreases, the price adjustment may be considered a change in the per person occupancy rate.
IV. FLIGHT INFORMATION

Read your travel documents carefully for arrival and departure instructions, including terminal information, check-in locations and flight times. Flight times are tentative and subject to change. Some countries may require a 96-hour clearance for in-bound flights. A list of such countries is available at http://dstateweb.dot.gov/policy/safetyengrm/disposition.htm. Federal law prohibits the carriage of certain hazardous materials in your aircraft. Any foreign or national in your possession could result in a fine. Visit www.tsa.gov and click on "prohibited items" for more information.

Prior Criminal Convictions: Mexican law permits immigration authorities to deny foreigners entry to Mexico if they have been charged or convicted of a serious crime in Mexico or elsewhere.

Charter Air Carriers: Depending on your vacation, charter air transportation will be provided by Frontier Airlines (A319 or A320), Norwegian Air Shuttle (737-800), Swift Air (737-800), Trans World Airlines (737-400 or 737-800), Swift Air (737-800), Sun Country Airlines (737-800) or other designated carriers. The respective carrier reserves the right to substitute a carrier or change airlines as necessary.

International Charter Flights: The operation of these flights is subject to the respective foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be cancelled and a full refund will be provided.

IMPORTANT NOTICE REGARDING PASSPORT REQUIREMENTS FOR INTERNATIONAL TRAVEL—All international travelers must present a government issued passport for U.S. Customs re-entry that is valid for at least six months from date of re-entry. For more information please visit the U.S. government issued passport for U.S. Customs re-entry that is valid for at least six months from date of re-entry. For more information please visit www.travel.state.gov or the U.S. Department of State’s consular website www.travel.state.gov or the U.S. Department of State’s consular website www.travel.state.gov The passenger who is denied boarding due to lack of proper documentation must pay the cost of this coverage is included in your air ticket. All customers will need baggage limitations and claims:

Baggage limitations vary by carrier. Many airlines impose additional charges for carry-on and checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies or visit www.funjet.com/baggage. Claims on checked baggage will be limited to the lesser of i. $100 per person for domestic flights and $400 per person for international flights, ii. $100 per pound of the weight of the damaged item, iii. $1,131 Special Drawing Rights per person for international flights subject to circumstances that make it physically impossible to perform the charter trip. In the event of cancellation a refund will be made to you within 14 days.

Major Changes: A major change means any of the following: a change in the departure or return date which Funjet knows more than 2 days before the scheduled flight date, any charter flight delay of more than 48 hours; a change in the origin or destination city, a substitution of any hotel that is not named in this contract; or a price increase occurring 10 or more days prior to departure and resulting in an aggregate price increase of more than 10%.

Notice: Notice of any cancellation or major change will be given to you within 7 days after Funjet knows of such a change, but in any event, at least 10 days prior to departure. However, if Funjet first knows of a major change or if the charter is cancelled for circumstances which make it physically impossible to perform the charter trip, no refund shall be provided. If the charter trip is within 10 days of departure, you or your travel agent will be notified as soon as possible.

Refund for Major Change: Upon notification of a major change, you will have the option to cancel without penalty within 14 days following the notification of such change. If notice is given within 14 days following the notification of such change, full refund will be made to you within 14 days after cancellation. If notification of a major change is received after departure, you may reject the major change and will receive a refund of the portion of your payment allocable to the rejected services within 14 days after the return date named.

VIII. OTHER

Emergency contact for your vacation as set forth in Funjet’s flyers, magazines, brochures and website includes the following which form this contract: effective date; origin and destination; price of each country flown from or to, and to contact the appropriate consulate, ambassador or embassy for your destination country for any specific entry requirements and restrictions. Married or divorced women responsibility to provide proper documentation and to comply with the laws of each country flown from or to, and to contact the appropriate foreign government granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be cancelled and a full refund will be provided.

VI. EXCLUSION OF DAMAGES:

Air Carriers’ Responsibilities: Air carriers operating scheduled charter or value shall not be liable for any loss, injury, accident, delay or irregularity which may occur in connection with any acts or omissions of air carriers or agents or other persons, joint ventures’ or partners with the named air carriers. The passenger who is denied boarding due to lack of proper documentation may not use this product for their hotel stay. If this vacation is used for any reason other than leisure travel originating in the U.S., some hotels may directly assess an additional surcharge.

American law permits immigration authorities to deny foreigners entry to Mexico if they have been charged or convicted of a serious crime in Mexico or elsewhere.

Baggage limitations vary by carrier. Many airlines impose additional charges for carry-on and checked luggage which is collected by the airline at check-in. Please contact the airline or refer to its website for current fees and policies or visit www.funjet.com/baggage. Claims on checked baggage will be limited to the lesser of i. $100 per person for domestic flights and $400 per person for international flights, ii. $100 per pound of the weight of the damaged item, iii. $1,131 Special Drawing Rights per person for international flights subject to circumstances that make it physically impossible to perform the charter trip. In the event of cancellation a refund will be made to you within 14 days.

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