

## **TravelStore Terms & Conditions**

Your purchase of travel services constitutes a contractual arrangement between Travel Store Inc., ("TravelStore"), yourself ("Client") and the suppliers of services ("Suppliers"), and your acceptance of the terms and cancellation penalties. **Travel Advisors may delay processing your request or payment until you confirm your acceptance of these terms.** 

**Travel During Covid-19**: With each country's regulations evolving and ever-changing, it is challenging to assure travelers, when booking, what their travel experience will be like. At TravelStore we are doing our best to stay informed and advise our clients accordingly. However, we are not responsible for local compliance. See specific country regulations.

- 'At Your Service' Assurance Program Trips we design and the arrangements we secure on your behalf are covered by TravelStore's '<u>At Your Service' Vacation Assurance</u> <u>Program</u>. The 'At Your Service' Vacation Assurance Program is a charge for our consulting services and is non-refundable.
- 2. Invoice Verification You are responsible for verifying your invoice is accurate and complete, including: the correct spelling of the names of all travelers (as shown on their passports or other document used for travel), all dates of travel, itineraries, cruise and/or accommodations, transfer services and sightseeing. Any inaccuracies must be advised to TravelStore within three days of receipt, or Supplier-imposed change fees may occur.
- **3. Special Needs** Any disability or dietary requirements that may require special assistance or consideration must be advised in advance of booking.
- **4. Privacy & Confidentiality -** We respect and protect your privacy. We do not share your data with any other party, except with Suppliers as needed to secure your reservations. Travel arrangements are kept confidential among those that need to know in working on your itinerary and securing your arrangements. Actual itineraries we plan are deemed our work product and not otherwise confidential. If you need us to avoid discussing arrangements with family or others, please inform your Travel Advisor. (Our <a href="Privacy Policy">Privacy Policy</a>)
- **5. Reservations, Deposits & Payments** —Travel services are NOT confirmed until written confirmation for services is received, and/or payment or a credit card guarantee is provided to secure them. Use of a credit card requires your <u>Credit Card Authorization</u>. We strongly recommend booking early to secure reservations and using a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the service you purchased or need to dispute a charge should a Supplier cease operation.

Different deposit and payment requirements may apply to different components of your itinerary and advised to you by your Travel Advisor. If final payment is not received by the due date, Suppliers may cancel your reservations, and cancellation fees may apply. For close-in bookings within 15 days of departure, any payments must be made by Certified or Cashier's check and will be governed by Suppliers' requirements.

Non-US residents: Except for initial deposit, full payments must be made via bank wire transfer or certified check.

Updated: July 30, 2020 1

- **6. Cancellations & Modifications -** Cancellation requests must be sent to your TravelStore Advisor in writing/e-mail. Airlines and other Suppliers have their own contracts covering their cancellation and change fees, which they may assess and which we will pass on to you. In some cases, Suppliers may not provide a refund. Once travel has commenced, any changes or cancellation is at your expense. Supplier penalties will be advised at time of booking. If you have any questions or penalties are unclear, please contact your Travel Advisor.
- **7. Travel Insurance** For your protection, we strongly recommend <u>trip cancellation and travel accident insurance</u>, along with "Cancellation for Any Reason," (if available), to cover certain risk such as supplier bankruptcy/default, trip interruption, delays, lost luggage and the inability to travel due to a medical or personal emergency or change of plans.

TravelStore makes no binding assurance or promise about the insurance and travel protection payment is always non-refundable once purchased. Should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. Note: Some countries have been requiring visitors to have travel insurance.

Your approval of these terms and conditions constitutes you have been advised of, and offered, travel insurance and unless purchased, that you have denied this coverage.

**8. Proof of Identity** – It is solely your responsibility to ensure all documents are accurate, and passports, visas, vaccination, or other entry requirements needed for specific countries are complete and current. The name, date of birth and gender that appears on your identification must match exactly the same data listed on your airline record and, if it is not, may result in denied boarding, undue delay, or missing a flight. For any flights within the U.S., a Real ID or a passport is required as identification.

**International Travel:** For travel anywhere outside of the United States, U.S. citizens must have a passport valid for at least six months beyond the conclusion of your travel. (It is also recommended you have at least three blank pages in your passport while traveling.) International tickets cannot be issued until we receive a scanned copy of the name page of each passenger's passport. As a precaution, we also recommend international travelers register on the U.S. Dept. of State's Smart Traveler Enrollment Program.

Some countries require both parents' consent for minors to travel. Some countries may deny entry to persons convicted of a crime (e.g., Mexico) or even a DUI or misdemeanor (e.g., Canada). Non-US citizens should consult their consulate.

**Visas:** Some destinations also require US citizens to be in possession of a visa. You can refer to <u>CIBT</u> for visa requirements and/or procure one, or to expedite passport services. (Please note some visas can take up to three months to secure.)

**9. Pricing** – Unless otherwise noted, all prices quoted by TravelStore are in U.S. dollars, based on tariffs and current rates of exchange. According to industry standards, packaged pricing is not subject to an itemization of costs. If requested, TravelStore will do its best to provide price breakdowns; however, based on their contractual arrangements, Suppliers will often not provide this, in which case we are unable to provide it to you.

Currency fluctuations may affect the amount charged, and sometimes new taxes, fuel surcharges, or supplier adjustments may affect the final amount due. We will advise any cost difference prior to making payment. *If mandated by the Supplier, you hereby authorize your credit card to be used for any such price increase.* Once final payment is processed, all prices are guaranteed, with the exception being a government-imposed fee or tax.

Updated: July 30, 2020

10. Air Fares – The passenger ticket in use, when issued, shall constitute the sole contract between the airlines and purchaser. Air schedules are subject to change without notice. TravelStore and/or our Suppliers are not responsible for airline cancellations, reschedules or delays. Airline fees may apply if you change or cancel once the ticket is issued. Your Travel Advisor or the carrier can advise specific penalties that apply.

Airline tickets must be paid in order to be confirmed. TravelStore's service charge for airline tickets includes our <u>Flight Assurance Program</u>. Airlines discourage duplicate bookings which may result in the airline cancelling out your reservations. Many flights are operated as code shares (advertised by one airline and operated by another airline's aircraft.) Your travel advisor will advise if you are on a code share flight at time of booking.

Federal law prohibits the carriage of hazardous materials aboard aircraft on your person or in any baggage, checked or unchecked. For further information please visit: <a href="http://www.tsa.gov/traveler-information/prohibited-items">http://www.tsa.gov/traveler-information/prohibited-items</a> and <a href="http://www.faa.gov/about/initiatives/hazmat\_safety">http://www.faa.gov/about/initiatives/hazmat\_safety</a>. As regards insecticide spraying on flights, Federal law requires we refer you to <a href="https://www.transportation.gov/airconsumer/spray">https://www.transportation.gov/airconsumer/spray</a>.

11. Accommodations – Pricing for accommodations is always based on double occupancy, unless otherwise advised or requested. Bedding configuration is usually "on request" and not guaranteed, unless otherwise confirmed by your Travel Advisor. Rooms are generally not available for check-in until the afternoon of arrival, and check-out is generally by noon, unless otherwise requested and confirmed. Accommodations are usually confirmed on a guaranteed payment basis. Inquire about cancellation/change fees before you commit. Policies vary. "No shows" may result in being charged one night's lodging.

We do our best to recommend hotels that provide appropriate service within their category, based on your budget and requirements. No one can vouch for every room in every hotel. If you are checked into a room that is not acceptable to you, we encourage you to speak to the front desk or hotel management to request a room change or reach out to the Supplier contact or your Travel Advisor for assistance. We will do everything possible to address the situation. If the only acceptable solution is to upgrade to a higher category or change hotels at a higher cost, the cost difference may be at your expense.

- **12. Private Transfers** If we have arranged private transfers, pricing and service is based on one standard piece of luggage + one personal carry-on, per person. If you feel you will be traveling with excess or oversize luggage, we can arrange for a larger vehicle.
- **13. Baggage** Size and weight limitations for luggage vary among airlines, and fees may be imposed by airlines. Travelers can ask their Travel Advisor for guidance, check the airline's website, or <u>check here</u>. Porterage at hotels may or may not be included on tour. At airports and train stations it is not included unless otherwise secured.
- **14. Credit Card Usage** –Your authorization is a binding agreement for us to charge your account, and you waive any right to a chargeback in the case of cancellation for any cause (excepting fraud), including a force majeure event, and agree to refund policies and procedures as outlined in Supplier's and/or Agency's terms and conditions. In the event a Client attempts to chargeback, reverse or recollect a trip payment already made without our authorization, we reserve the right to collect additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

In the rare occurrence we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If we have paid Suppliers who do not provide the services, your recourse would be against the Suppliers, and you agree not to initiate a chargeback against TravelStore.

Updated: July 30, 2020

**15. Claims Deadline & Jurisdiction** – TravelStore is registered as a Seller of Travel with the Attorney General of the State of California pursuant to Section 17550 of the California Business and Professions Code, under registration #2002736-10 and is a participant in the California Travel Consumer Restitution Corporation (TCRC).

Should you find it necessary to do so, you agree to present any claims against TravelStore within 30 days after your trip ends, and to file any suit within one year of the incident. You acknowledge this expressly limits the applicable statute of limitations to one year. You agree that the courts in Los Angeles County, California, will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to their personal jurisdiction

16. Our Responsibility – TravelStore acts solely as your agent in securing arrangements you have requested for any airline, hotel, tour operator, cruise line, or any other service provider named in your itinerary or confirmation and is not the source or Supplier of such services. The partial or full payment for a reservation shall constitute consent to the use of those Suppliers and agreement to neither hold TravelStore, its agents, employees and affiliates, liable for any injury, damage or loss on account of any conditions, actions or omissions that are beyond its reasonable control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability of a disabled person of any portion of the trip. For information related to such dangers refer to the <a href="State Department travel website">State Department travel website</a> and/or the <a href="Center for Disease Control website">Centrol website</a>. We are not responsible for the acts or omissions of Suppliers, or their failure to adhere to their own schedules, provide services or refunds, financial default, force majeure, or failure to honor future trip credits. We are neither responsible for monies not in our possession nor have special knowledge regarding the financial condition of Suppliers.

**Travel Disruption Waiver:** You also acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, travel plans may be interrupted or cancelled by the Supplier that is providing them, a government entity or other third party over which TravelStore and its advisors have no control. By signing below, you hereby agree to hold TravelStore harmless and release it, its agents, employees, officers, directors, associates, affiliated companies, guides, group leaders and subcontractors, from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans. If travel arrangements you've made with TravelStore are cancelled or postponed by Supplier due to a pandemic or any other reason, we will assist you with refunds or alternate arrangements to the best of our ability.

I/we agree to TravelStore's and Suppliers' Terms & Conditions, including the Supplier's Cancellation Terms:	
Signature	Date
Signature	Date
Print -Name(s)	