

## **CONSUMER AGREEMENT**

These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us" and "our" refer to Travel Hoy LLC, doing business as Travel Wholehearted. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

### **1. OUR AGREEMENT WITH YOU**

#### **PRODUCTS AND SUPPLIERS**

We sell a variety of travel related products from different Suppliers and service providers ("Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in addition to our general terms and conditions, and you should make sure you understand them. Our website, which is referred throughout this Agreement, can be found at <http://travelwholehearted.com/termsandconditions>.

Travel Wholehearted is acting as a "Booking Agent" for products and services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc.). We are not a co-vendor of such products and services. You will be entering into a separate contract with such Suppliers in connection with products and services and each has their own terms and conditions for which you, the customer, are responsible.

Any disability requiring special attention must be reported to Travel Wholehearted at the time the reservation is made. Travel Wholehearted will make attempts to accommodate the special needs of travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers.

#### **DEPOSITS AND PAYMENTS**

A deposit, along with a completed client profile form and a signed Schedule of Services agreement is required for all new reservations with Travel Wholehearted. Please also be sure your calendar is free and you are able to take your planned trip prior to submitting a deposit.

Only credit/debit card payments are accepted. All travelers are required to complete an online credit card authorization form and no payments will be processed unless the form is completed. Payments are only accepted online or by phone.

Final payment dates are clearly noted in emails and invoices sent to you by Travel Wholehearted. Suppliers will at times cancel reservations if final payments are not paid by a due date. Any late payments that have not resulted in a canceled reservation will be assessed a late fee of \$50.

Through email or phone correspondence with Travel Wholehearted, you can request what date you'd like to make your final payment. If you fail to make your final payment by the final payment date and if you do not attempt to pay with an incurred late fee, your reservation will automatically cancel and all previous payments will be forfeited.

As we are acting as your Booking Agent, any supplemental increases in price due to fuel costs, taxes, fees, and currency exchange rates will be borne solely by the consumer and thus we will pass on any such increase to you as we become aware of such increase. Subsequently, you are not guaranteed a lower price if at any time prior to your travel the price decreases.

#### **COMMUNICATING WITH YOU**

We will make every reasonable effort to communicate with you via the phone numbers, email addresses, mailing addresses, or other means you have provided.

#### **TRAVEL WHOLEHEARTED GUIDED GROUP TOURS (IF APPLICABLE)**

From time to time, Travel Wholehearted will offer guided group trips available for purchase to clients. These pre planned itineraries, either custom designed or booked with a Supplier, have been expertly designed for the destination and will include transportation, lodging, activities and in some instances airfare and meals.

You agree and acknowledge that any prices quoted or advertised are subject to change and that Travel Wholehearted can not guarantee continued availability of specific rooms, air schedules, or pricing. We will not be responsible or obligated to honor any erroneous, outdated, or unavailable rooms, air schedules, or pricing.

The accommodations listed with our group travel packages are intended to be used with each travel experience. If changes become necessary for any reason, the accommodations substituted will be equivalent in standard to those shown. Unless requested otherwise, we will book non-smoking rooms.

Travel Wholehearted is not responsible for time changes made by the airlines, bus conductor and railways. Flight time, seat assignments are solely at the discretion of the airlines. Hotel room location is also the sole discretion of the hotel. Requests for bedding type, floor can be made but are not guaranteed. Baggage fees of the airlines are not included in our package prices. If you decide to check baggage you must pay this fee directly to the airline.

You agree and acknowledge that payment for individual rooms is the sole responsibility of individual guests. No space will be held until the required deposit is paid.

If the individual guests do not make final payments on time, their individual travel arrangements will be canceled and the individual guest will forfeit any payments made earlier and will be denied access to the booked travel services. In such an event, we will not be responsible in any way for lost deposits, incurred expenses or fees, or other lost monies.

**CONTRACTED GROUP BOOKINGS (IF APPLICABLE)**

After you have approved the proposed travel itinerary, we will complete an agreement which will be retained in your travel file and will be incorporated as a part of this agreement and will be signed and dated by both parties and will be deemed to be a part of the original agreement.

The agreement will include the name of the resort, hotel(s), your travel dates, the number of rooms, the categories available for each room, the occupancy rate (single/double/triple/quad), deposit deadlines, and final payment deadlines. The total number of nights times the total number of rooms will be deemed the "room block".

Payment for the room block is the sole responsibility of the leader. Individual payments made by guests will be credited towards the room block. Any refunds made to individual guests will be deducted from the room block.

You agree to make required payments for your Room Block on time and in full. If you do not make the required deposit, we will not make any reservations. If you do not make the final payment on time, your travel arrangements will be canceled, you will forfeit any payments made earlier, and you will be denied access to the booked travel services. In such an event, we will not be responsible in any way for lost deposits, incurred expenses or fees, or other lost monies.

Any desired changes to your Room Block must be requested in writing by all parties signing this agreement. Any changes (whether due to additional persons, additional rooms, date changes, etc.) may result in a change in the rate per person and the overall cost of the trip. Additions and changes will be based on availability. You agree to pay any price increase due to such a change (which will not be cause for canceling this agreement).

To cancel the entire Room Block, all parties signing this agreement must notify us in writing. If we do not receive this written notice and any applicable cancellation penalties are not paid, the group will not be considered canceled and may be subject to additional penalties until all required paperwork is received in its entirety.

The cancellation charge will be the sum of the penalties per person (based on the number of rooms in the Room Block), depending on when we actually receive your written cancellation notice.

No exceptions to our cancellation fees can be made for any reason, including illness, inability to travel, government travel warnings, fear of terrorism or pandemics which may result in border and resort closures.

If you are a “no show” for any reason (including flight cancellations or missed connections), we will consider the entire Room Block canceled and we will charge the cancellation fees set forth in the agreement. If other guests arrive, their rooms will be subject to availability at then-current rates.

Once you have canceled the entire Room Block, you can no longer utilize the room reduction policy. The cancellation penalty will apply only to the total number of rooms held as of the cancellation.

### **DOCUMENTATION**

Our general practice is to send documents to our customers electronically whenever possible.

### **TRAVEL CHANGES AND CANCELLATIONS**

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges.

#### **The Standard Change Fees are as follows:**

\$50 per person (with a maximum \$100 per reservation) in addition to any change fee charged by the supplier or airline.

Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

Changes to name details are not allowed by many airlines and other Suppliers. While we will make every possible attempt to make such a change if necessary, please bear in mind that most airlines and suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

In situations where pricing is dependent on the number of travelers, for example villa reservations, a cancellation by one or more individuals will cause the total reservation to be re-booked at the current rate. It is the responsibility of the remaining travelers within the same reservations to ensure all payments are made.

We will ensure that you are promptly notified of any significant changes once we become aware of such change if there is time before your departure, but we accept no liability for any changes or costs incurred that may result.

Subject to the supplier's terms and conditions, you will often have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the Supplier, or canceling your booked arrangements and receiving a credit.

Please ensure that you have filled out your contact information in your airline record and that you regularly check for messages before you leave. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

After you have left the US, it is your responsibility to check with the airline that any onward flights you have confirmed are operating as booked. We strongly recommend that you contact your airline at least 48 hours, then 24 hours before the scheduled departure of each flight to do this. Please note that for some airlines it is mandatory to confirm with them your intention to fly.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as it is booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being canceled and/or render your ticket void.

If you cancel your arrangements, you will not be entitled to a refund. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

All cancellations must be made in writing and emailed to [travelwholehearted@gmail.com](mailto:travelwholehearted@gmail.com)

There is a cancellation fee of \$100 per person. That fee must be processed before cancellation can occur.

## **2. YOUR AGREEMENT WITH TRAVEL WHOLEHEARTED**

### **YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS**

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself

and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to invoice you for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

#### **IF YOU HAVE A COMPLAINT**

If you have a problem during your vacation, please inform the relevant supplier (e.g. your tour operator) immediately. Should they be unable to resolve the matter, please immediately contact us using the contact information you were provided upon booking. If you fail to contact us in a timely manner, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

#### **TRAVEL DOCUMENTS AND DESTINATIONS**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies within 24 hours of booking. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations, you can find that information by going to <https://www.travel.state.gov>. By offering travel to any particular destination, we do not represent that travel to such destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

### **PASSPORT, VISA AND IMMIGRATION REQUIREMENTS**

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

### **TRAVEL INSURANCE**

Travel insurance is a vital part of your arrangements. We strongly recommend that you purchase adequate insurance for the duration of your travel. Travel insurance is a mandatory element of some travel arrangements. We are able to arrange travel insurance for you, and furnish a quote. For specific questions regarding coverage you will be referred to the travel insurance supplier.

### **TRAVEL ADVICE AND VACCINATIONS**

U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at [www.travel.state.gov](http://www.travel.state.gov) for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

### **AIRLINE USE OF INSECTICIDE SPRAY**

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transportation's Disinfection Information page on their website at the time of booking for further information.

<https://www.transportation.gov/airconsumer/spray>

### **HAZARDOUS MATERIALS DISCLOSURE**

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your 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 radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radio-pharmaceuticals.



There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information review the information found at TSA's prohibited items webpage at <http://www.tsa.gov/traveler-information/prohibited-items>.

### **3. Use of our Services and Website**

#### **INDEMNIFICATION**

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.

#### **PRIVACY POLICY**

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us with the supplier(s). Your personal information will not be used for any other purpose. You represent that you have read and agree to the terms of our privacy policy, which can be found at our website.

#### **FORCE MAJEURE**

The Company and its affiliates shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond the Company's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, epidemic, pandemic or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Company has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. You agree to accept reasonable alternatives to the planned itinerary which would include but is not limited to postponement of or rescheduled guaranteed tour departure, full supplier vouchers or partial supplier vouchers.

Notice of the Company's failure or delay in performance due to force majeure must be given to the affected Party promptly thereafter but no later than seven (7) days after its occurrence. The notice, delivered by email, fax, or postal mail, shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure.

#### **4. Additional Terms**

##### **WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and us or our Suppliers as a result of this Agreement or your use of our website.

You agree to waive all claims for special, indirect, or consequential damages. You agree to indemnify and hold us harmless from and against our liability to third parties (including your guests and companions) arising from you or your guests' or companions' actions or omissions. You agree that our maximum liability to you will not exceed the amount you have paid us.

Changes to this agreement must be made in writing and signed by both you and us.

Once we have completed the services described herein, this agreement will terminate automatically, except with respect to limitations on our liability and with respect to your indemnity.

##### **RESERVATION OF RIGHTS TO AMEND**

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website by going to the footer of our website, <http://travelwholehearted.com> from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

Updated: 2/9/23

The deposit of your upcoming trip is an affirmation that you are agreeing to Travel Wholehearted's Terms and Conditions.