

Vitas Travel Service

Terms and Conditions

In this Agreement, “We”, “Us”, “Our” mean VITAS TRAVEL SERVICE (“Agency”), “You”, “Your” mean the traveler and anyone traveling under the same booking. VITAS TRAVEL SERVICE is an independent travel agency that contracts with third-party suppliers (each a “Supplier” and collectively, “Suppliers”) as a booking agent to provide travel products including tours, cruises, hotels, airline tickets and rental cars. All reservation services provided, and travel services coordinated by us are subject to these Terms and Conditions. By booking a reservation through our Agency, you have agreed to and have accepted these Terms and Conditions. Our booking terms and conditions take precedence over Supplier terms and conditions. Each Supplier is an independent entity with its own management and is not subject to control by our Agency. We will notify you via email when the booking has been confirmed. These Terms and Conditions are subject to change at any time, without prior written notice; therefore, you should read these Terms and Conditions carefully prior to confirming travel services. Cancellation and change penalties apply to these arrangements. Details will be provided upon request.

Rates and Inclusions

Quoted rates are based on the exact inclusions provided in writing to you. Unless specifically itemized, rates do not include inspection fees for U.S. Customs and Immigration, cost incurred for VISAS and passports, seat assignments, Air Transportation Tax, Agricultural tax, airport taxes and fees including September 11th security fee, passenger facility charges, Federal domestic flight segment fees and U.S. International travel and departure fees, and other government imposed fees, port taxes, vaccinations, gratuities, meals and beverages except as noted and on cruises or all-inclusive resorts, alcohol, resort fees, locally paid city taxes, hotel energy charges, parking and valet services, laundry service, additional bedding charges, telephone calls, minibar, optional excursions, airport transfers, non-qualifying flights, portage at airports and train stations, travel insurance premiums, and any other miscellaneous charges of a personal nature.

Third Party Suppliers

The Suppliers providing tours, excursions, transportation, accommodations and other components of your trip or vacation are independent contractors and are not agents, affiliates, representatives or employees of us. All documentation, receipts, confirmations and tickets issued are subject to the terms and conditions specified by the Supplier. Additional terms and conditions, separate from this Agreement, will apply to your reservation and other purchase of travel-related goods and services. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the Supplier’s rules and restrictions regarding availability and use of fares, products, or services.

We reserve the right to cancel your booking if full payment is not received in a timely fashion. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier’s rules and restrictions may result in cancellation of your reservation(s), denied access to the applicable travel product or services, forfeiting any monies paid for such reservation(s), and/or your responsibility to cover any cost we incur as a result of such violation. Any additional terms and conditions will be provided to you in written form via email.

Groups

Terms and Conditions for groups will deviate from FIT (Free Independent Travelers) guidelines. See your Group Sales Contract for details.

Reservations and Payment

By providing your credit card details for payment of any kind, you acknowledge and accept our Terms and Conditions and agree to abide by them. You authorize us to charge your credit card for the charges associated with your travel booking. By authorizing us to charge your credit card, either through our payment authorization form or through the phone, you acknowledge that you understand and agree to all the terms and conditions of the booking, including but not limited to, all cancellation policies. Payments to Agency in currency other than U.S. Dollar will be converted at current exchange rate to USD. U.S. Dollar payments by Agency to suppliers will be converted at current exchange rate for local country currency.

Terms and Conditions

By paying our planning fee and/or giving us a deposit, or making a booking, you acknowledge that you have read and accept our Terms and Conditions on behalf of yourself and anyone in your party. The lead traveler assumes responsibility for sharing these Terms and Conditions with all parties in the booking. It is the responsibility of each party to read these Terms and Conditions. If there is any part of these Terms and Conditions that you do not understand, please contact us for clarification.

A purchase is not complete until the deposit(s) and other monies due have been processed and a confirmation of booking has been provided to you. Receipt of payment and confirmation from us confirms agreement to these Terms and Conditions.

If final payment is not received by the due date, all components of the booking could be cancelled by the Supplier without a refund of payments previously made.

We are not responsible for penalties, fare increases, or fees incurred due to any late payments, all of which must be paid by you.

Revisions, Deviations and Cancellations

Any revisions or deviations made to a reservation are subject to a fee of USD \$50 per person (land only) in addition to any other Supplier charges and penalties. No refunds will be given for any unused or partially used service(s).

The cancellation of any service(s) made by you or anyone in your party while traveling, is not eligible for any refund whatsoever. In limited cases, some hotels do not permit changes to or cancellation of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation.

You agree to abide by the terms and conditions imposed with respect to your hotel reservations and agree to pay any cancellation or change fees that may be incurred. Further stated cancellation policies as follows:

No Shows

Failure to travel or show up for any reservation is considered a “no-show”. No show penalties will be up to entire cost of reservation and are subject to policies and procedures set forth by us.

Refunds, Chargebacks and Adjustments

Claim for refunds and/or adjustments must be made within 14 days of the disputed dates of travel. Full details and proof of payment documentation must accompany all claims. Please allow 90 days to process refunds from date of cancelled travel.

Refunds will be issued in the same form as the original payment.

You waive any right to a chargeback in case of cancellation (except for fraud) including Force Majeure event(s) (as described below) and agree to refund policies and procedures outlined in these Terms and Conditions. In the event you attempt a chargeback, reverse or recollect a trip payment already made without our authorization, we have the right to collect additional costs, fees, and expenses associated with the chargeback, including, but not limited to, attorney fees.

If a Future Travel Credit (“FTC”) or Future Cruise Credit (FCC) was issued to a client prior to a chargeback, we reserve the right to immediately rescind the FTC upon notification of the chargeback. If we agree to offer FTC after a chargeback has been received, the chargeback will incur a minimum USD \$100 fee deducted from the FTC or FCC.

Traveler Identification and Proof of Citizenship

The Transportation Security Administration (TSA) requires all airline passengers to provide Secure Flight Passenger Data (SFPD): Full name as it appears on Government-Issued I.D., Date of Birth, Gender, Redress number (if available).

The name of the traveler on all reservations and travel documents must match the name as it appears on the traveler’s Government-Issued I.D. The traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect information.

Updated information regarding security measures and requirements for air travel are available at www.tsa.gov. It is highly recommended that travelers check this website prior to travel to their scheduled destination. All U.S. citizens traveling to or from any international destination must have a valid passport which must be valid for a minimum of six months beyond the return travel date. It is the traveler’s responsibility to verify current entry requirements and obtain the necessary travel documentation based on the country of origin, destination, and any additional countries in which a stop is scheduled. Minors of 17 and under traveling alone or with a single parent may be required to have additional documentation on domestic or international flights. No refund will be issued for losses incurred as a result of failure to obtain or provide required travel documentation.

Accommodations

Hotel accommodation is subject to availability at the time of reservation. Some hotels require NONREFUNDABLE and NON-TRANSFERABLE deposits to guarantee a booking. In such cases, we will notify you for the NON-REFUNDABLE prepayment for that portion of the trip. Amenities such as elevators, air conditioning, bedding size, etc., are not guaranteed in all properties. In addition, even if a property has amenities such as air conditioning or elevator, it is not guaranteed that it will be operational or available during your stay. Reimbursement for lack of amenities is solely the responsibility of the hotels, and while we may act as an intermediary, we cannot be held responsible for such reimbursement under any circumstances.

Air Arrangements

Please note that most airlines consider a name change to be a cancellation. Travelers are responsible to confirm airline baggage allowances for all flights. International flights may have different requirements than domestic flights. Excess luggage fees are the responsibility of the traveler. Tickets of any kind are payable in full and are NON-REFUNDABLE at the time of booking.

Airline tickets are completely NONREFUNDABLE and NONEXCHANGEABLE once purchased. We are not responsible for any loss, accident, injury, delay, defect, omission, or irregularity which may occur, such as changes, additional expenses, and cancellations due to weather conditions, schedule changes and other changes beyond our control. You agree to abide by safety guidelines of all airlines and hold us harmless from any liability due to airline restrictions. Airline seat assignments are not complimentary on every airline. Charges for pre-assigned seats in advance of flight time may be subject to additional charges from those carriers. We cannot guarantee seats in specific locations or next to each other. This is strictly based on availability at the time seats are being selected.

Airlines are at liberty to change the aircraft and seat assignment at any time. We cannot be held responsible for any changes made by an airline or any additional charges imposed by those airlines for any seats after they have been selected and paid in advance.

Responsibilities and Liability

We provide a service in arranging accommodation, transportation, sightseeing, admissions, and any other services from third parties as agreed in each itinerary. We shall not be held liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned by any company or person engaged in conveying the passengers, providing the services, or otherwise in connection therewith, of any hotel owner, manager or employee. We do not own or operate, nor are we an agent of any of the Suppliers which will provide goods and services for the trip or any option which may be available in connection with the trip.

You agree to seek remedies directly with the Supplier and not hold us liable in the event of negligence, loss, injury, delay or expense which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods and services for the trip or any available option.

You also agree not to hold us liable for circumstances beyond our control (e.g. Force Majeure, terrorism, war, or acts of God). We accept no responsibility for losses or extra cost due to delays, schedule changes, or cancellations in train, bus, ship, airlines or other land, lake or river services, medical issues, bad weather/climate conditions, war, terrorist acts, strikes, quarantine, luggage delay or loss, or other causes.

In the event an airline or travel supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. Money given to our Agency immediately becomes the property of the airline or travel supplier as required by law. We are not allowed to provide refunds for suppliers who have declared bankruptcy. If an airline or travel supplier declares bankruptcy, it might continue services or stop completely. Other airlines or travel suppliers may, but do not have to, provide alternative services.

Force Majeure and Post Covid Travel

We shall not be liable for any circumstances beyond our control, including, but not limited to, acts of God, explosions, flood, forceful wind, fire or accident, war or threat of war, declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disobedience, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery or vehicles, delays or other unforeseen events (collectively, "Force Majeure"). We shall not be liable to you and shall not provide any refunds caused by delay or non-performance of any obligation under this agreement to the extent any such delay is due to Force Majeure. If any of our travel Suppliers are affected by Force Majeure, they shall be entitled at their sole discretion to vary or cancel any itinerary or arrangement in relation to your trip without notice.

Passports, Visas and Driver's Licenses

It is your responsibility to be familiar with the laws and rules governing any visit to any country or region. We may be able to assist you in acquiring the necessary travel documents upon your request. It is not our responsibility to determine if any such documents are required. We will not be held responsible in any way if you fail to have the proper Visas and/or documentation for entry into any country or region. It is your responsibility to determine which documents are needed and to acquire that documentation. If an accident occurs and you seek assistance from us, any and all alternate arrangements will be your financial responsibility. It is your responsibility to ensure your passports are up to date and valid to enter any country. It is not our responsibility to determine the validity of your passport or any other travel document to enter any country or region.

Arbitration

Any dispute concerning, relating or referring to these Terms and Conditions, your travel arrangement or any claim for damages due to injury or death which occurs during or in connection with your travel arrangement shall be resolved exclusively by binding arbitration. Arbitration shall be administered by the State of Florida and held in arbitrage before a single arbitrator, in accordance with the State of Florida's rules, regulations, and requirements. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award

may be entered in any court of competent jurisdiction. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to, contract claims, tort claims, claims based on federal and state law, rules and regulations. Arbitration shall proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding, unless expressly permitted herein.

Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. Intellectual property claims will not be subject to arbitration and may, as an exception to this sub-part, be litigated. Changes to Terms and Conditions We reserve the right to update the Terms and Conditions periodically without notice. You acknowledge that you agree to the Terms and Conditions then current at the time of your booking.

Planning Fees

The process of researching and putting together a customized, bespoke proposal that matches your travel desires takes a considerable amount of time and professional expertise. In order to perform the professional services required to plan and arrange your travel, a deposit is required. The deposit is non-refundable and is considered a service fee for planning your trip.

The deposit covers the initial consultation and discussion of your trip dreams and expectations, time spent researching, developing, and revising a proposal to create the perfect customized itinerary, booking and managing all components, and support while traveling. Our professional planning fee varies based on the length and complexity of the trip.

Planning fees for custom itineraries and groups of 6 or more start at \$300.00.

The deposit entitles you a maximum of 3 quotes in no more than 2 destinations and is valid for 30 days. By paying the professional design fee, you acknowledge acceptance of these terms.

This Agreement is governed by the laws of the state of New York.

By providing your credit card details for payment you have authenticated this Agreement and acknowledge and agree to the entirety of this Agreement including cancellation terms shown on page 2 and 3. You further acknowledge reading these terms and conditions by paying our planning fee(s) and/or giving a deposit or making a booking and you indicate that you fully understand and agree to our cancellation policies.

Client Name _____ Client Signature _____

Fee \$ _____ Date _____