

# Travel Pros Terms & Conditions

These booking conditions were published in September 2005 and apply to all bookings made thereafter. They form the basis of your contract and you should therefore read them carefully. For bookings of tours and vacations (please see below), your contract will be with *SDSB Enterprises, LLC; DBA Travel Pros*. For all other bookings your contract will be with the supplier of the vacation, tour, or service rendered (e.g. the airline) for whom we act as an agent only. Where your contract is with the supplier of the vacation, tour, or service(s) rendered, we cannot accept any liability in relation to those vacations, tours, or services which rest solely with the supplier concerned. The booking conditions of the supplier(s) we use will apply to your booking and these will be provided to you. Where we refer to packages, we are referring to a combination of at least two of the following types of services when booked at the same time providing the accommodation lasts at least 24 hours or includes overnight accommodation.

- A. **Transport**
- B. **Accommodation**
- C. **Other tourist services forming a significant part of the booking.**

## Securing your reservation

Bookings can be made in person, by phone, fax, e-mail or over the internet through our website. The lead passenger will be responsible for all payments in respect of the booking to include initial consulting fee. When reservation is made, a deposit is due per person within 24 hours of making the reservation. The only time that is not applicable, is if the reservation is made less than 45 days from departure, payment in full is required. In addition all applicable insurance policies must be paid at the time of booking. If we are in a position to do so we will confirm arrangements immediately upon receipt of the signed reservation form and the appropriate deposit/payment so that your holiday is secured. Once your consulting fee and deposit payment has been received by *SDSB Enterprises, LLC*, you have entered into a booking contract irrespective of whether a booking form has been received or not. Your contract and all matters arising out of it are governed by laws established in the United States, and its respective states. However, we shall consider and respect the laws of your respective country if you do not reside in the United States. When you have secured your package through one of our suppliers, we will issue a receipt to you once we have received the confirmation invoice from the supplier. There will be occasions where we are unable to confirm certain arrangements immediately (e.g. when a hotel is only available on request). In this case, a contract for the vacation, tour, or services concerned will only come into existence once we have specifically confirmed those services which have been reserved even if we have issued a temporary confirmation invoice to you. Please ensure you check all the details of your confirmation invoice and inform us immediately of any discrepancies (e.g. miss-spelled names).

**NOW REQUIRED BY TSA – MUST HAVE BIRTHDATES WHEN BOOKING AIRLINE TICKETS-  
INTERNATIONAL TICKETS MUST MATCH YOUR PASSPORT AND AIRLINE TICKETS DOMESTIC MUST  
MATCH DRIVER LICENSE**

## Consulting fees for Travel Pro's services

Package Inquiry (This is non-refundable unless package is purchased and it will go towards the package price)	\$100.00 per package
Group Inquiry (\$250.00 is non-refundable unless package is purchased and it all will go towards the package price)	\$500.00 per package
Holiday Inquiry (Within a month of the major holiday and spring breaks-fee is non-refundable and does not go towards the package price)	\$250.00 per package

## Consulting fees for Destination Weddings

Destination Wedding consulting	\$500.00 non refundable fee
Changes	\$100.00 per person non-refundable fee Plus any applicable fees from the airlines, tour/cruise company or location of the wedding

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## Payments

Your final payment must be paid at least forty five (45) days prior to departure, if the balance is not paid in time we reserve the right to cancel your travel arrangements and retain your deposit. If you fall under the 45 day period, penalties may apply.

## The cost of your travel arrangements

*SDSB Enterprises, LLC* and its preferred suppliers have the right to increase or decrease the prices of unsold holiday and travel arrangements at any time. The current price will be confirmed at the time of booking, although we reserve the right to correct errors thereafter. After confirmation, the following provisions apply.

### A. Packages

The price of your travel arrangements may vary due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents), travel suppliers, and the tour operator. Also government action such as changes in passenger facility charges, airport taxes, 9/11 security charges, VAT (For European destinations), or any other government imposed changes.

### B. All other arrangements

Prices can be increased by our preferred suppliers. We will notify you of any increases as soon as we become aware of them. You may then have the option to pay in full immediately to secure the rate applicable at the time of booking or pay the increased fare by making payments on the original balance due date. Where any surcharge has to be paid, it will be payable with the balance of the cost of the arrangements in question or specified on the surcharge invoice, whichever is the later. Please note, if your travel arrangement is paid in full at time of booking we will not pass on any increase in cost to you due to currency surcharges.

### C. Airline Ticket Deadlines

Airline tickets are an immediate purchase

## Amendments by you

If after booking you wish to make changes to your travel arrangements we will do our best to meet your new requirements. There will be a \$100.00 per person administration fee, plus any costs incurred in making the changes. Please note that no credit or refund will be due for any unused services provided in the cost of your travel arrangements. While abroad; if you make any alterations to your confirmed holiday arrangements for example weather changes, illness or disinclination to travel, we regret that no credit or refund is possible. If you decide to alter your travel arrangements while abroad, this is your own responsibility and *SDSB Enterprises, LLC* or its preferred suppliers are not responsible for any extras or difficulties that may arise with onward travel as result of such alterations. *SDSB Enterprises, LLC* and its preferred suppliers recommend the purchase of a viable travel protection plan to help protect your travel arrangements.

## Cancellation by you

You, or a member of your party, may cancel your travel arrangements at any time. Applicable cancellation charges are:

**\$100.00 per person (adults only in the party) plus any other applicable fees from the tour/cruise company**

Depending on the reason for cancellation, you may be able to reclaim these cancellation fees less any excesses under the terms of your insurance policy, if one was purchased with your package. Cancellation charges must however be paid before they can be claimed from insurers. Please note that some airline tickets have a 100% nonrefundable fee.

## Changes made by SDSB Enterprises, LLC or its preferred suppliers

- A. Packages, customized travel, and other bookings where *SDSB Enterprises, LLC* is the principal to the contract.  
On occasion changes may be made to your travel arrangement. In these cases, we reserve the right to do so at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight schedules and carriers that we prefer to use are also subject to change due to airline procedures. These details are given as guidance only final details will be shown on your tickets.  
If a major change becomes necessary, we will inform you as soon as possible provided that there is ample time available before your departure. Changes to aircraft type or airline are deemed to be minor changes. When a major change occurs such as the alteration on your outward/return flights by more than 12 hours, or your departure airport to one which is more inconvenient to you, a change of accommodation area or reduction in the standard of accommodation, in case of tours a significant change of itinerary, you will have the choice of either:
1. Accepting the change of arrangements as notified to you or
- B. Purchasing alternative arrangements of a comparable standard if available and paying or receiving a price refund in respect of any price difference.  
All other arrangements including where *SDSB Enterprises, LLC* acts as an agent.  
Our generally reserve the right to change arrangements both before and after a booking has been confirmed. We will notify you of any changes as soon as we are notified of them but we cannot accept any liability in relation to any change.

## Cancellation by us / Service Provider

- A. Packages and other bookings where *SDSB Enterprises, LLC* acts as a principal to the contract.  
Occasionally it may be necessary to cancel confirmed arrangements. We must reserve the right to do so. However, we will not cancel less than six weeks before departure unless you have failed to make payment in full or we are forced to as a result of circumstances beyond our control. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. Compensation will not be payable if we are forced to cancel or change your travel arrangements in any way for reasons of war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure.
- B. All other arrangements including where *SDSB Enterprises, LLC* act as an agent. Our preferred suppliers generally reserve the right to cancel arrangements at any time. We will notify you of any cancellation as soon as we are notified of it but we cannot accept any liability in relation to any cancellation. We will not be held responsible if the rare occasion should arise, where a service provider goes into liquidation and/or receivership. Purchasing insurance that is not associated with the tour company is highly recommended.

## Complaints

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) or our representative/agent (where there is one) within 24 hours to put things right. If your complaint cannot be completely resolved locally, you must fax your complaint to *SDSB Enterprises, LLC* at 757-425-5509, or submit your complaint by E-mail to [Help@gotravelpros.com](mailto:Help@gotravelpros.com) for a quick response to your complaint. It is imperative that you or another member of your party contact us within 24 hours in order for us to be able to assist in rectifying the matter. Failure to notify us and our preferred suppliers of any difficulties may seriously affect your legal rights. It may even result loss in any refunds or compensation to which you may be entitled to. If the problem cannot be resolved in the above manner, please contact us in writing at the registered address within 28 days of your return, quoting your booking reference and all other relevant information and documentation.

### **Our liability to you**

(please note sub-clause A and B below only apply to packages)

- A. We accept responsibility for ensuring that the Travel arrangements which you book with us are supplied as described in your itinerary. If any part of your travel arrangements is not provided as promised, due to the fault of our employees or agents, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees or agents. However, we do not accept liability for the acts and/or omissions on the part of our preferred suppliers and their agents/representatives acting in the scope of, or in the course of, their employment in the provision of your travel arrangements. Our liability in all cases shall be limited to a maximum of the price of the travel arrangement (excluding insurance policies and amendment charges) of the person (s) affected in total. This clause is also subject to force majeure and other terms of these booking conditions.
- B. The amount of compensation to which you are entitled will be limited by the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract.

### **Personal injury unconnected with your Booked Travel Arrangements**

If you, or any member of your party suffer personal illness, injury or death by accident arising out of an activity which does not form part of your package travel arrangements nor an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 30 days of its occurrence. Where legal action is contemplated our written consent must be obtained prior to commencement of proceedings and our consent is subject to your undertaking to assign any costs received or any benefits received under any relevant insurance policy to ourselves.

### **Flights and other transport services**

Please note that all scheduled flight; cruise and rail departures provided to you in your proposals are estimates only and are subject to change. All schedules will be shown on your confirmation/invoice. All schedules may be affected by operational difficulties, weather conditions, passengers failing to check in on time, and other factors outside of our control. The actual flight times will be shown on your final itinerary. You must check your tickets carefully to ensure you have the latest schedules. In addition, you must read and observe the instructions sent with your tickets for reconfirming your return flight at least 24 hours prior to your departure where possible.

### **Insurance**

We strongly recommend that you purchase a comprehensive travel protection plan both for protection against emergencies which may occur, and for your own peace of mind. We can offer excellent travel protection plans, details of which are available on request. We recommend purchasing insurances outside of the tour/cruise companies policies.

### **Tickets and Travel Documents**

Tickets and Travel documents are usually electronic. If you prefer paper documents, you can pick them up or we can ship them to you via second-day air, priority mail, or next day air within 3 to 4 weeks prior to your departure. You will be required to sign for the travel documents upon arrival unless you notify us of alternate arrangements. There is a \$15 charge for this service.

### **Passports, visas and health requirements**

Details of the passport, visa and health requirements as applicable to United States Citizens are shown on the confirmation/invoice. Non U.S. citizens, Canadian citizens, and British citizens not holding a full passport must consult their respective Embassy for assistance.

Requirements may change and you should check the up to date position in good time before departure, it is your responsibility to obtain proper and detailed medical advice and to ensure you have the correct visa and passport requirements to gain access or pass through any country or region included in the travel arrangements which you have purchased. If you fail to do either we have no liability to you, for any cost, loss or damage which you suffer as a result and nor we will refund the cost of any unused portion of your travel arrangements. Please note that you're *SDSB Enterprises, LLC* will assist you in every step of the way.

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### **Special Requests and medical problems**

- A. Special requests - If you have any special requests, please inform us as soon as possible in writing, and preferably at the time of booking. Although we will make every effort to meet any such request, we regret that we cannot guarantee our preferred suppliers will honor the request. Failure to meet such special requests will not be a breach of contract on our part.
  
- B. Medical Problems - If you have any medical problem or disability which may affect your chosen travel arrangements you must provide us with full details at the time of booking. We will pass those details on to the relevant suppliers/service providers. However, if we or the service provider feels unable to properly accommodate your particular needs, we/the relevant supplier reserve the right to decline/cancel the booking.

### **Data Protection Act**

Please be aware that we must pass the information you provide such as name, address, any special needs/dietary requirements etc. on to the relevant suppliers of your arrangements such as airlines, hotels etc. The information may also be provided to public authorities such as cruise lines for customs or immigration purposes if required by them, or as required by law.

**Travel Pros thanks you for booking with us for your travel needs**

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