

BOOKING TERMS & CONDITIONS

Travels Under the Sun, LLC, 913-303-1003 (Travels Under the Sun, “we”, “us”, “our”), provides travel services.

The terms and conditions below will apply to your purchase and booking of any travel service (including but not limited to flights, travel insurance accommodation, coach, rail and cruise liner services). Please read the following terms and conditions carefully. You must be 18 years of age or older to make a booking. It is important you understand and agree with the following terms and conditions. You should not proceed with any purchase or booking unless you do.

We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking and that person will bind all such travelers to these terms and conditions. The person making the booking has ultimate authority over the booking, including amendments and cancellations.

AGENCY

We act as an agent only. We offer a range of travel services (which may include but are not limited to flights, travel insurance, accommodation, coach, rail and cruise liner services) on behalf of others who provide those services. Our duties to you are limited to arranging bookings on your behalf with those service providers. We are not responsible for providing those services to you, or for the standard of any service provided. If a service provider fails to provide you with a service, or you are not satisfied with the standard of any service provided, you agree that your only rights are directly against the service provider and not against us. You agree that we are not liable to you for any losses that you suffer in those circumstances, and that you will not claim against us (directly or indirectly) any refund, credit or other compensation. You agree that any money that you have paid to us will not be held on trust for you, but will be used by us to make payment to the service providers to secure the booking for your travel services.

LIMITATION OF LIABILITY

We do not accept any liability, whether in contract, tort or otherwise, for any act or omission of travel service providers including their failure to provide a service whether through their negligence or otherwise. We do not make any representation about the standard of the services to be provided by travel service providers, and we accept no liability in that regard. We do not accept any liability, whether in contract, tort or otherwise, for any injury, losses, expenses, delays or inconvenience suffered by you in connection with your booking or your travel services, unless our liability is prescribed by legislation which cannot be excluded. Without limiting the foregoing, we will not be liable for any loss of benefit or change in status relating to any loyalty, rewards, frequent flyer or other program which result from the actions of a travel service provider, including a change in flights or a change in airline carrier. Where our liability cannot be excluded, our liability is limited to the amount that you have paid for your travel services.

RATES AND PRICES

Rates and prices quoted in print or on the website and quoted by our reservations personnel are subject to availability and can be withdrawn or varied without notice. Price changes may occur at any time by reason of matters outside our control which increase the cost of the product or the service provided by the suppliers. Such factors include but are not limited to adverse currency fluctuations, fuel surcharges, price increases made by our suppliers, taxes and airfare increases. Any price increase that is outside our control will be added to your account and is payable no later than 65 days from departure, at our absolute discretion and where suppliers permit we may also offer a refund.

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DEPOSITS, HELD BOOKINGS & FINAL PAYMENTS

You will be required to pay a deposit or deposits when booking. Our consultant will advise you of how much that will be. Payment of a deposit merely holds the reservation and does not guarantee that the final payment amount will not change due to circumstances beyond our control as referred to in "Rates and Prices".

All deposits are non-refundable (including where you cancel the booking for any reason) unless the booking is cancelled due to some negligence or breach of duty by us.

CLIENT CHANGES & CANCELLATIONS

You can cancel or amend your booking at any time by contacting our Customer Service Team on 913-303-1003. Travel service providers are entitled to impose charges for cancellations or amendments, which can be up to 100% of the amount paid to them for the relevant service, regardless of whether travel has commenced. When you amend your booking a \$25.00 per person fee will be charged, together with any additional amendment fees applied by the service providers. When you cancel your booking a \$50.00 pp fee will apply to domestic bookings and a \$100.00 pp fee will apply to international bookings, together with any additional cancellation fees applied by the service providers. Once/if we receive a refund from the travel service providers, we will pass that refund onto you less the fees indicated.

Any bookings cancelled by the supplier due to the United States of America Outbound/Inbound International or Domestic Travel Restrictions or Quarantine Mandates, a fee free amendment, or full refund, will be offered. If flights are cancelled by the airline due to COVID-19, your booking will be subject to the applicable airline policy effective at the time of cancellation, which may only offer the option of a travel credit for the cancelled booking.

OTHER SERVICE FEES

We reserve the right to apply other service fees in addition to those charged by airlines, resorts and other service providers, for any services provided by us in addition to those included in your holiday package. Some of these fees may include, but are not limited to, credit card surcharges, late booking fees, processing fees and urgent documentation delivery.

TAXES

United States of America departure tax is recorded on your ticket as being paid. All quoted taxes are subject to change until tickets are issued. There are still some countries where taxes are paid upon departure from the airport.

RESERVATIONS

Reservations (even after payment of your deposit and final payment) are subject to us receiving confirmation from the service provider including ticketing from the airline provider. In the rare instance where a reservation request cannot be confirmed by the service provider, you will be offered the choice of alternative arrangements (which may be with an alternative service provider), which may be at an additional cost or alternatively a full refund provided where the service provider allows. You agree that we are not liable to you for any such additional costs.

SPECIAL REQUIREMENTS

All seating and meal requirements must be requested at the time of booking. We do not provide any guarantees in relation to these requests and they are subject to availability.

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FLIGHT SCHEDULE CHANGES

The airlines have the right to reschedule or cancel flights at any time. It is your responsibility to contact the airline prior to travel to ensure the scheduled departure time has not changed. We do not accept responsibility should changes occur nor do we accept responsibility for any additional cost incurred by you to make alterations to your booking to accommodate these changes as these are beyond our control.

TRAVEL INSURANCE

We strongly recommend that you obtain travel insurance. We are an authorized representative of Chubb Travel Insurance, Travel Guard Insurance Company and Travel Insured International on whose behalf we are able to offer you a travel insurance product. You must obtain a Product Disclosure Statement relating to the travel insurance product you are considering purchasing and should read that documentation before making any decision about whether to acquire the product. Our reservations consultants can provide you with general information about travel insurance at the time of booking. If you do not obtain travel insurance either through us or another travel insurance provider, you acknowledge that you may be required to sign a disclaimer.

TRAVEL DOCUMENTATION

Travel Documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation, reissue and/or amendment fees. All Travel Documents are non-transferable. All airline tickets must be issued in the name of the passport/photo identity holder and some carriers will deny carriage if the name varies from the passport or photo identification provided and the booking may be cancelled. It is your responsibility to ensure you have all required Travel Documents prior to travel. We will not be held responsible for tickets and/or documentation lost by you or a third party. Any charges associated with re-issue and re-sending of tickets and/or documentation will be at your expense. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility.

Please advise us immediately of any errors.

PASSPORTS & VISAS

All travelers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travelers on the booking have a valid United States of America passport which is valid for the relevant destination and transit point. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments, or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part).

I acknowledge that I am 18 years of age or older and that I understand and agree with the terms and conditions above.

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