

# **Holiday Your Way, LLC**

## **Terms And Conditions Agreement**

**Effective Date:** 01/01/2024

This Terms and Conditions Agreement ("Agreement") applies to all travel planning and booking services provided by **Holiday Your Way, LLC** ("Agency," "we," "us," or "our"). Holiday Your Way, LLC is a travel agency based in the State of Ohio and operates under a host agency located in the State of Florida. By requesting a quote, making a payment, or booking travel through the Agency, you ("Client," "you," or "your") agree to be bound by the terms outlined below.

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### **1. Role of the Agency**

Holiday Your Way, LLC acts solely as an independent travel advisor and intermediary between you and travel suppliers, which may include airlines, cruise lines, hotels, resorts, tour operators, rail providers, and transportation companies (collectively, "Suppliers"). The Agency does not own, operate, or control any Supplier and is not responsible for the acts, omissions, or performance of any Supplier.

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### **3. Geographic Scope of Services**

The Agency sells and arranges travel services within the United States, **excluding travel sold to residents of, originating in, or wholly within the States of California and Hawaii**, due to state-specific seller-of-travel regulations. The Agency reserves the right to decline services where prohibited by law.

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### **4. Client Responsibilities**

You are responsible for:

- Providing accurate traveler information, including legal names as they appear on government-issued identification
- Reviewing all invoices, confirmations, and travel documents upon receipt
- Notifying the Agency immediately of any errors or discrepancies
- Ensuring compliance with passport, visa, vaccination, health, and entry requirements

Failure to comply with these requirements may result in denied boarding, cancellation, or additional costs, for which the Agency is not responsible.

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### **5. Pricing, Payments, and Fees**

All prices are subject to availability and change until confirmed by the Supplier.

- Deposits and final payment dates are determined by Supplier policies
- Some bookings may be non-refundable or subject to penalties
- The Agency may charge professional service or planning fees, which are non-refundable unless otherwise stated

By submitting payment information, you authorize the Agency and/or its host agency to charge your approved payment method.

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## **6. Cancellations, Changes, and Refunds**

All cancellations, changes, and refunds are governed by the terms and conditions of the applicable Supplier. Penalties may range up to 100% of the booking cost.

The Agency does not control Supplier refund timelines and is not responsible for delays or denials of refunds issued by Suppliers.

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## **7. Travel Insurance**

Travel insurance is strongly recommended to protect against cancellation, interruption, medical emergencies, supplier default, and unforeseen events. If you decline travel insurance, you accept responsibility for any financial losses incurred.

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## **8. Force Majeure**

The Agency shall not be liable for delays, changes, or cancellations caused by events beyond its control, including but not limited to weather conditions, natural disasters, pandemics, government actions, labor disputes, or mechanical failures.

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## **9. Limitation of Liability**

To the fullest extent permitted by law, Holiday Your Way, LLC shall not be liable for any injury, loss, damage, accident, delay, or expense caused by Suppliers or third parties. The Agency's liability, if any, shall be limited to the amount of professional fees paid directly to the Agency.

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## **10. Indemnification**

You agree to indemnify and hold harmless Holiday Your Way, LLC and its host agency from any claims, damages, losses, or expenses arising out of your travel arrangements or violation of this Agreement.

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## **11. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Ohio and Florida**, without regard to conflict-of-law principles. Any legal action shall be brought exclusively in a court of competent jurisdiction within the State of Ohio.

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## **12. Modifications to Terms**

The Agency reserves the right to update or modify these Terms and Conditions at any time. The version in effect at the time of booking shall apply to your travel arrangements.

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## **13. Acceptance of Terms**

By accepting a quote, submitting payment, or booking travel through Holiday Your Way, LLC, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

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Holiday Your Way, LLC  
We Do the Customizing. You Do the Traveling.