



Upscale Events & Travel Terms & Conditions

1. DEPOSITS AND FINAL PAYMENT:

An initial deposit is required and due at the time of the reservation. After the first deposit is made, you are required to purchase the trip and can pay the balance in full or make monthly payments. **All deposits and payments are made from upscale-events.com** **All deposits are Non-refundable and Non-transferable.** The final payment due date will be noted on your payment plan. It is your responsibility to make sure all payments are paid by the final due date.

2. METHODS OF PAYMENT:

Payments can be made by any major Credit Card. Your invoice and receipt will automatically be sent to you based on your selected payment plan. You will select your payment plan based on the available payment plan options.

3. NON-PAYMENT:

In the event the final payment has not been received by the final payment due date on the invoice, your reservation will be cancelled. Upscale Events & Travel retains the right to attempt collection through all legal and permissible means. The Customer will be responsible for all court fees, legal fees, and collection costs incurred by Upscale Events & Travel.

4. REFUNDS AND CANCELLATIONS:

To provide the best-contracted group rates, all vacation packages, trips, and resorts are **NON-REFUNDABLE and NON-TRANSFERABLE**. It is **highly recommended** that you purchase Travel Insurance in case an unforeseen cancellation occurs.

However, an exception applies to the **Silversea Expedition Cruise**. If Silversea or the client cancels the Expedition cruise within a certain timeframe as specified in Silversea's cancellation policy, Upscale Events & Travel will process the refund upon receiving it from Silversea. A 5% administrative fee will be deducted from the refunded amount before issuing the refund to the client. If the client cancels outside of the refundable timeframe defined by Silversea, no refund will be issued by Upscale Events & Travel.

5. EARLY PAYMENTS:

Early Payments are offered by Upscale Events & Travel on some Destinations as a benefit to our Customers to pay early on the Destination(s) of their choice before the scheduled regular monthly payments begin. Early payments also offer flexibility in terms of increasing the time to pay on a Luxury Destination, as well as lowering the scheduled regular monthly payment.

Although Early Payments are offered, they are **"Strictly Voluntary"** and the decision to make an Early Payment is strictly the Customer's choice alone. If a Customer chooses to make an Early Payment(s), they will do so according to the monthly Early Payment that is being offered for a Luxury Destination. A Customer can also choose to pay for any number of the monthly Early Payments that are offered for a particular Luxury Destination.

All Early Payments are the responsibility of the Customer and will be credited towards the total cost of the Luxury Destination selected for Early Payments. **All Early Payments made are Non-refundable by Upscale Events & Travel, and Non-transferable to another Luxury Destination or to another person(s).**

Please see the Section on Travel Insurance Protection for additional information regarding Early Payments and Cancellations.

6. TRAVEL INSURANCE PROTECTION:

Travel insurance protection is strongly recommended against loss of damage and personal effects, trip cancellation, emergency evacuations, illness and medical expenses sustained or incurred in connection with this event, baggage loss and more. If cancellation occurs, there are travel protection plans that offer refunds, based on various conditions, such as trip cancellation, baggage loss, medical expenses and more.

In the event a Customer cancels their selected Luxury Destination, any Early Payments made may not be covered by your selected Travel Insurance if the cancellation is made prior to purchasing the Luxury Destination (in full or monthly payments).

Please contact your selected Travel Insurance provider for specific and detailed information on plans offered, specific plan coverages, all applicable coverage "add-ons" that will need to be added to the plan at the time of purchase, and specific plan cancellation criteria.

Upscale Events & Travel does not offer Travel Insurance and any information in this section does not and will not supersede the Travel Insurance policy that a Customer purchases from the insurer of their choice.

7. PASSPORT:

A valid passport is required to travel outside/internationally of the United States. Your passport needs to have 6 months of validity after the date of the scheduled trip. If you are traveling on a cruise, in most cases, a certified birth certificate AND government issued identification will be sufficient, unless the cruise ports outside the United States. The required documentation will be communicated before the cruise or event begins.

In the case a specific country requires additional passport information or a Visa to enter the country, Upscale Events & Travel will communicate this specific criterion to the Customer in advance.

8. TRAVEL AGENT:

Upscale Events & Travel is an Event and Travel Management company, accredited by IATAN, International Airlines Travel Agency Network. Upscale Events & Travel acts on your behalf in making the arrangements for your event, cruise, any related travel, lodging, shore excursions and tours. You acknowledge that Upscale Events & Travel acts solely as your agent, and not as the agent for the Carrier / Supplier. Further, receiving information by Upscale Events & Travel or any other communication shall constitute receipt of such information by you.

9. COVID-19 WAIVER AND RELEASE:

All Customers hereby expressly waive and release any and all claims, now known or hereafter known, against Upscale Events & Travel, on account of injury, illness, disability, death, or property damage arising out of or attributable to the COVID-19 global pandemic. The Customer and Upscale Events & Travel agree not to make or bring any such claim against the other party, and forever release and discharge the other party from liability under such claims.

10. DRUGS PROHIBITED:

No Customer of Upscale Events & Travel, or anyone affiliated with Upscale Events & Travel, shall engage in the use, have in their possession or ownership, distribute or receive any type/form of illegal drugs, illegal drug paraphernalia, marijuana, herbs, hash, hashish, hash oil, cannabis oil, cannabis products, cannabis edibles, or any products, foods, or liquids containing the aforementioned, or any equipment or paraphernalia used to create, facilitate, engage in or produce any of the aforementioned while participating in an Upscale Events & Travel Luxury Destination.

This includes all U.S. and International Airports to/from the Destination(s), all transfers (buses, shuttles, vans, etc.) to/from the airports, excursions, restaurants, etc., at any place on the hotel/resort premises (internal or external), on any excursion or yacht/catamaran, at any restaurant or on any restaurant premises visited, or any other place whether on/off premises at all Upscale Events & Travel Luxury Destinations.

11. PHOTOGRAPHIC RELEASE:

Upscale Events & Travel will take photographs and videos of its trips. Customers grant Upscale Events & Travel permission to do so, and for Upscale Events & Travel to use for promotional or commercial use without payment of any compensation to the customer.

12. RELEASE FROM LIABILITY:

Upscale Events & Travel does not own or operate any entity which is to or does provide goods or services for your trip including, ownership or control over hotels or other lodging facilities, airline, cruise ship, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment, food service or entertainment providers, etc. All such persons and entities are independent contractors.

Upscale Events & Travel is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Upscale Events & Travel is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Upscale Events & Travel.

In addition, the customer releases Upscale Events & Travel from its own negligence and assumes all risk thereof.

13. INDEMNIFICATION:

You agree to indemnify and hold harmless Upscale Events & Travel from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Upscale Events & Travel that result from the acts or omissions of the Carrier and other Suppliers providing services.

14. NOTICES:

Legal Jurisdiction: You agree that if Upscale Events & Travel is forced to institute suit to enforce these Terms & Conditions, that the address provided by the Customer will be considered the legal address, and the terms shall be applicable under the laws pertaining to the jurisdiction of county/state/province in which this Terms & Conditions is/was negotiated.

15. ATTORNEY'S FEES:

This agreement includes all reasonable attorney fees and other costs in the event of litigation.

16. KNOWING AND VOLUNTARY EXECUTION:

I have carefully read these Terms and Conditions and fully understand its contents.

By paying the initial deposit, I agree to these Travel Terms & Conditions, which includes the Release from Liability statement, for me, each member of my traveling party, and any minor children accompanying me.

Upscale Events & Travel
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