



Archway Travel, LLC
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Terms & Conditions

ARCHWAY TRAVEL LLC. NOTICES, TERMS AND CONDITIONS

We at Archway Travel, LLC are pleased to be the booking agent for all your travel and vacation needs. These terms and conditions (the "Agreement") describe what you are legally entitled to when you purchase travel related services. Additionally, the agreement outlines your obligations as a customer. The terms "we", "us" and "our" refer to Archway Travel, LLC. The term "you" refers to the customer visiting our website, booking a reservation, or otherwise using our services.

1. Our Agreement With You

Products and Vendors

We sell a variety of travel related products from different vendors and service providers ("Vendors"). Each Vendor has its own terms and conditions that are applicable to your particular arrangements in addition to our general terms and conditions. It is your responsibility to know and understand all terms and conditions. Certain software and content found on our website is owned or licensed by us and/or our Vendors; your use of which may be subject to further conditions. Our website, which is referred throughout this Agreement, can be found at www.archwaytravel.com

Archway Travel, LLC is acting as an intermediary or "Booking Agent" for products and services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc.). We are not a co-vendor of such products and services. You will be entering into a separate contract with such Vendors in connection with such products and services.

All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a Vendor or government. You may be charged additional sums by Archway Travel, LLC to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance of these terms and conditions hereby construe your consent to any post-purchase price increases and authorize Archway Travel, LLC to charge your credit card for such additional amounts.

Deposits and Payment

Depending on conditions, portions of your deposit may be non-refundable. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the Vendor. We will advise you of the date that full payment is required. Upon the provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Vendors.

We reserve the right to refuse personal checks as a method of payment. After full payment, the conditions of the contract with your Vendor may permit them to increase the cost of your arrangements. If we are acting as your Booking Agent, we will pass on any such increase to you as we become aware of said increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

Documentation

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administrative fee should you make a request for such documents to be sent as a hard copy.

Cancellations and Changes

Your contract with the Vendors may allow them to cancel or amend bookings. As your Booking Agent, we will ensure that you are promptly notified of any significant changes to your itinerary. If the changes are last minute and there is no time to notify you before departure we cannot accept any liability for costs that may occur as a result of said changes. Subject to the Vendor's terms and conditions, you will then have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements, if one is made available by the Vendor, or canceling your booked arrangements and receiving any applicable refunds. We cannot guarantee any refunds will apply.

If you have booked a flight and we are alerted to a significant schedule change from your airline before departure, we will contact you by email. Please ensure that your contact email address is updated and regularly checked for messages before you depart. We have no control over airline schedule changes and accept no liability for costs which may arise as a result of such changes.

After your departure, it is also your responsibility to check with the airline for changes to connecting flights.

We strongly recommend you check in 24 hours before all scheduled departures where applicable.

2. Your Agreement With Us

Your Acceptance of these Terms and Conditions

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement, including Parts 1-3, and any additional terms and conditions of any Vendor that is applicable to your booking, travel arrangements, or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related products or services, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

If You Change Your Booking

If a requested change to your travel arrangements is permitted and possible, our standard service fees will apply, in addition to any Vendor charges. Please contact us to enquire about changes. Please note that all reservation changes are subject to availability and the terms and conditions of the products purchased.

Changes to name details are not allowed by many airlines and other Vendors. While we will endeavor to make such a change if necessary, please bear in mind that most airlines and Vendors treat a name change as a cancellation, to which standard conditions and charges would apply.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. Please contact the airline as far in advance as possible if you plan to deviate from your original booking to discuss options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or rendered void.

If You Cancel Your Booking

If you cancel your arrangements, you may be entitled to a partial refund depending on the terms and conditions of your Vendor(s). Booking Agent fees may still apply.

Refunds will only be paid to you once we have received the funds back from the Vendor(s). Generally flight tickets cannot be refunded if they are partially used. We are not responsible for a Vendor's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

Important Notice Regarding Airline Reservations

If you arrive at an airline check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows "OK" for the flight in question, the airline policies typically require them to accommodate you on that flight. If that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor.

If You Have A Complaint

If you have a problem during your trip, please inform the relevant Vendor (e.g. your hotel), or tour guide immediately. Remember many vendors have 24-hour emergency numbers. Should they be unable to resolve the matter, please contact us via email or through www.archwaytravel.com. If you do not follow this procedure, we cannot accept responsibility, as we will have been deprived of the opportunity to investigate and rectify the problem. You hereby release us from any claims resulting in whole or in part from any problem covered in this paragraph and any other causes not within our control, and to submit all other claims against us in writing within five working days after the return of your trip.

Travel Documents and Destinations

It is your responsibility to ensure that all of the details on your travel documents are correct. Please bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any U.S. Government prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under U.S. regulations.

Passport, Visa and Immigration Requirements

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

Please note that many countries require your passport to be valid at least six months past your return date. For U.S. citizens' foreign entry requirements and State Department travel advisories, please go to <http://travel.state.gov>. For foreign health requirements and dangers, please go to <http://www.cdc.gov/travel/index.htm>.

Insurance

Travel insurance is a vital part of your arrangements. We strongly recommend you purchase adequate insurance for the duration of your journey. Travel insurance is a mandatory element of some travel arrangements. We are happy to furnish a quote, and purchase travel insurance on your behalf. We can also answer queries or connect you with the appropriate parties regarding travel insurance.

Airline use of Insecticide Spray

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transportation's Disinsection Information page on their website at the time of booking for further information. <https://www.transportation.gov/airconsumer/spray>

Hazardous Materials Disclosure

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

There are special exceptions for small quantities of medicinal necessities, toiletries carried in your luggage, and other miscellaneous items. For further information review the information found at <http://www.tsa.gov/traveler-information/prohibited-items>.

Use of our Services and Website

You agree you will only use our website or services to make legitimate reservations or purchases and shall not make speculative, false, or fraudulent reservations or reservations in anticipation of demand. You will only use our website and services in compliance with applicable law.

Without prior written permission you may not (a) access, monitor or copy any content or information on our website using any "robot", "spider" or other automated or manual device or program, (b) deep link to any portion of our website, or (c) "frame" or incorporate any portion of our website into any other website.

Our website may contain links to third party websites that we provide only as a convenience to you. You should take precautions to ensure that whatever links you access are free of viruses, worms, Trojan horses or other destructive mechanisms. The existence of these links does not imply that we endorse such websites or any included content. We are not responsible for such websites or content or any data privacy practices of such websites.

Indemnification

You agree to indemnify Archway Travel, LLC, our affiliates, our Vendors, our directors, employees, and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website. 13. Exclusive Jurisdiction: All suits in connection with, or incident to, this Agreement shall be litigated, if at all, in the courts of the Country of USA, State of Michigan, Macomb County, to the exclusion other courts of any other state.

Privacy Policy

You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in this Agreement. Archway Travel, LLC will not sell your personal information, it will only be used in accordance with Vendors for the purpose of booking travel.

3. Additional Terms

Warranties, Disclaimers and Limitation of Liability

For the avoidance of doubt, references herein to "us" "we" and "our" shall also refer to our affiliates. The information, software, products, and services provided by us, our vendors, or published on our website may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies relating to such information that appears on our website. We expressly reserve the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such an event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or cancel your reservation without penalty.

Any ratings for vendors are intended only as general guidelines. We do not guarantee the accuracy of the ratings. We make no guarantees about the availability of specific products and services. We make no representations about the suitability of the information, software, products, and services provided by us or contained on our website for any purpose. The inclusion or offering of any products or services by us does not constitute our endorsement or recommendation of such products or services. All such information, software, products, and services are provided "as is" without warranty of any kind. We disclaim all warranties that our website, its servers, or any email sent from our vendors or us are free of viruses or other harmful components. We hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. Warranty disclaimers may vary from state to state.

The carriers, hotels and other vendors providing travel or other services on this website are independent contractors and not agents or employees of Archway Travel, LLC. We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such vendors or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond our control, and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall we be liable for any direct, indirect, punitive, incidental, special, or consequential damages, including without limitation lost profits and cost of procurement of substitute products arising out of, or in any way connected with, your access to, display of or use of this website or our services or with the delay or inability to access, display or use our website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if we have been advised of the possibility of such damages.

If, despite the limitation above, we are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then our liability will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to us in connection with such transaction(s) on this website, or (b) one-hundred dollars (us\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

General

We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and us or our Vendors as a result of this Agreement or your use of our website.

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website at www.archwaytravel.com from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

This Agreement shall be governed by the laws of the State of Michigan without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired.