



Kellie's Travel
Custom Vacations



Call of the Syren Travel
Luxury Travel



Flamingling Around
Group Travel

Terms and Conditions

1. Scope of Services

The Travel Advisor (“ADVISOR”) agrees to provide professional travel planning services, which may include, but are not limited to, researching, recommending, and facilitating reservations for travel products such as accommodations, transportation, tours, and other services as requested by the CLIENT. Transportation to a destination or property by whatever means, shore excursions, tours, side trips, lodging, food, beverage, features, or other goods and services not specifically stated to be included in the package by the main supplier and/or on the confirmation provided by the ADVISOR are not included in the price(s) quoted and agreed to by agency and client. The ADVISOR shall not be responsible for obtaining visas, passports, vaccinations, or other travel documents unless expressly stated in writing.

Initials _____ Date _____

2. Fees & Payment Terms

CLIENT agrees to pay the ADVISOR a non-refundable planning fee as specified in the service agreement or proposal. Additional service fees may apply for changes, cancellations, or last-minute requests. CLIENT further agrees to remit all supplier payments directly unless otherwise specified. The Advisor’s fees are due prior to the commencement of planning services and are non-transferable and non-refundable.

Initials _____ Date _____

3. Cancellations, Changes, and Refunds

If it is necessary to change your flight itinerary, it is CLIENT responsibility to contact the ADVISOR or the 3rd party supplier with whom you are scheduled to travel. Typically, excursion and airline tickets are not refundable. Cruise and tour suppliers impose substantial penalties for cancellation as set forth in the terms and conditions of each supplier. These restrictions were reviewed with you by the ADVISOR or are noted on the ticket, confirmation, invoice, or supplier documentation. If you change your air travel plans en route, the airline may be able to apply the unused portion of the ticket towards the purchase of a new ticket. If you are holding a hotel or car reservation, be sure to cancel these reservations as soon as possible, but no later than the time specified by the supplier to avoid a mandatory charge. NOTE: If you do not fully understand any of these restrictions, it is CLIENT responsibility to contact the ADVISOR for clarification or additional information. CLIENT acknowledges that all travel bookings are subject to the cancellation, change, and refund policies of the respective travel suppliers. ADVISOR shall not be liable for any costs associated with such policies. ADVISOR service fees are not refundable under any circumstances. CLIENT agrees to review and accept all supplier terms prior to booking.

Fees and Penalties apply for all travel arrangements for Late Payments, as well as Room Changes, Date Changes, Trip Reduction, and Trip Cancellation after final payment. Initial deposits may be forfeited due to Trip Cancellation. Additional fees may also apply due to Trip Cancellation.

Initials _____ Date _____

4. Travel Insurance Acknowledgement

The ADVISOR strongly recommends that CLIENT purchase travel protection/insurance for each travel booking. CLIENT acknowledges travel protection/insurance is not automatically included to protect against third-party default or bankruptcy, delay, trip interruption, trip cancellation, emergency medical expenses, emergency medical evacuation/repatriation, baggage loss, baggage delay, travel assistance, cancellation, cancel for any reason, and more. CLIENT acknowledges that travel insurance has been offered and explained. If CLIENT declines insurance coverage, they accept all associated risks and hold ADVISOR harmless for any resulting losses.

Initials _____ Date _____

5. Supplier Responsibility Disclaimer

The ADVISOR acts solely as an independent contractor and booking agent for disclosed travel suppliers, including but not limited to airlines, hotels, tour operators, cruise lines, and transportation companies. The contract of carriage or terms and conditions of supply is between the CLIENT and the SUPPLIER for purposes of the contract specifying the disclosed principals. The ADVISOR does not own, operate, or control the services provided by these suppliers and shall not be held liable for any acts, omissions, errors, delays, defaults, or negligence on the part of such suppliers.

The ADVISOR neither guarantees nor ensures the service to be provided by any supplier and shall assume no responsibility or liability for matters or events beyond our control in connection with the services provided. The ADVISOR is not responsible or liable for any act, error, omission, commission, injury, loss, accident, delay, nonperformance, or any other irregularity or any consequences resulting therefrom, which may be occasioned through the neglect, default, or any other act of the company, supplier, or person engaged in carrying out the purpose for which the ticket(s) and/or confirmation(s) have been issued. Any representation of scope of supply, features, services, provisions, or any other factor associated with the travel booked is made based on information provided by our supplier(s) and believed to be accurate. The ADVISOR shall not be responsible for the failure of any supplier to provide any or all portions or parts of any service or goods purchased. CLIENT agrees that recourse in such event shall be to the SUPPLIER and not to The ADVISOR, its employees, agents, heirs, or assigns.

The ADVISOR accepts payment and uphold proceeds of ticket/itinerary sales as agent of the carrier(s) or supplier(s). If a carrier or supplier on which The ADVISOR has made reservations should default prior to or during the delivery of the services purchased, client's recourse for refunds shall be with the defaulting carrier(s) or supplier(s) and not with this agency. The ADVISOR is not responsible for cancellation of any service or refunds from carriers or suppliers that may cease operations. The ADVISOR will not be responsible for pricing or scope of supply errors resulting from misinformation from suppliers. CLIENT agrees to pay documented price increases that exceed original amounts quoted or set forth.

Initials _____ Date _____

6. Force Majeure/Unforeseen Events Clause

ADVISOR shall not be liable for any failure or delay in performance of obligations due to circumstances beyond reasonable control, including but not limited to acts of God, natural disasters, pandemics, labor strikes, war, terrorism, civil unrest, governmental orders or regulations, or other events of force majeure. ADVISOR will use their best efforts to assure that your trip is pleasant and enjoyable. We cannot guarantee against loss, damage to or theft of luggage, sickness, accident, inclement weather, mechanical malfunctions, or for other unforeseen events and hereby disclaim any responsibility for losses from such events.

Initials _____ Date _____

7. COVID-19 or Other Infectious Diseases

An inherent risk of travel involves the possible exposure to infectious diseases and pathogens including without limitation COVID-19. This risk may exist locally during the course of traveling and at your destination. CLIENT voluntarily assume any and all risks related to exposure to any infectious diseases. Many infectious diseases are extremely contagious and can lead to severe illness and possibly death. CLIENT may be required to provide proof of vaccinations, wear face coverings, be subject to testing as a condition of travel, undergo temperature checks at airport’s points of entry, hotels and/or cruise ships with the possibility of being detained and/or quarantined for an indeterminable length of time. Travel restrictions and requirements related to any diseases which can include medical release forms onsite testing as well as unannounced closure of country regions and venues vary by destination and may undergo modifications on a daily basis. These regulations restrictions and changes are out of The ADVISOR’s control and The ADVISOR assumes no related liability. Any and all costs involved with testing, quarantine, logistics, medical and other expenses incurred due to infectious diseases pathogens and/or epidemics or pandemics are at the sole expense of the CLIENT. The ADVISOR further recommends CLIENT consult with governmental authorities such as the United States Department of State Centers for Disease Control and others to become informed of the latest information regarding any infections diseases and country/region specific concerns. CLIENT hereby assumes all risk of travel and hereby releases The ADVISOR of any liability or responsibility associated with travel including without limitation all risks related to anyone contracting any infectious disease and for any monetary losses incurred as a result of such interruption, postponement or cancellation of the travel. Furthermore, the third-party supplier’s own cancellation, rebooking, and refund policies, subject to any applicable law that is now or may later be in effect, will govern the rights and remedies for travel, including any right to receive a refund.

Initials _____ Date _____

8. **Client Responsibilities**

CLIENT agrees to provide accurate and complete personal information, including passport details, payment authorizations, and travel preferences. CLIENT is responsible for complying with all entry, exit, and visa requirements. ADVISOR shall not be held liable for any issues resulting from failure to comply with these responsibilities.

It is the responsibility of the CLIENT to check the Centers for Disease Control's travel website for destination health issues and the U.S. Department of State's travel webpage for safety advisories.

The ADVISOR has clearly informed you of all applicable payment dates for your reservation. Failure to pay by the indicated due dates will result in additional fees or cancellation.

It is CLIENT responsibility to advise ADVISOR immediately of any airline tickets, hotels, excursions, or any other products or services you purchase through another entity other than the ADVISOR. CLIENT will notify ADVISOR immediately if CLIENT intends to drive to or from the destination on any date other than the beginning and ending dates shown on CLIENT confirmation.

Initials _____ Date _____

9. **Authorization to Book**

CLIENT grants ADVISOR permission to act on their behalf to secure travel reservations as approved in writing (including but not limited to email confirmation). CLIENT shall be solely responsible for any charges associated with such bookings and agrees to remit payment to suppliers directly or through a secure payment authorization form.

Initials _____ Date _____

10. **Credit Card Merchant**

The ADVISOR strongly recommends that CLIENT use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if The ADVISOR is the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against The ADVISOR.

Initials _____ Date _____

11. Confidentiality and Privacy

Each party agrees to maintain the confidentiality of all proprietary, non-public, and confidential information disclosed during the term of this agreement. CLIENT information will be shared only with travel suppliers and third parties as necessary to fulfill the requested services.

Initials _____ Date _____

12. Limitation of Liability

In no event shall ADVISOR be liable for any indirect, incidental, special, or consequential damages arising out of or related to the services provided. ADVISOR’s total liability shall be limited to the amount of fees paid by CLIENT for the services rendered.

Initials _____ Date _____

13. Dispute Resolution & Governing Law

CLIENT agrees to present any claims against The ADVISOR within 30 (thirty) days after your trip ends and to file suit within one year of the incident, and CLIENT acknowledges that this expressly limits the applicable statute of limitations to one year. Any disputes arising under or related to this agreement shall first be submitted to mediation in Montana. If mediation is unsuccessful, the parties agree that the exclusive venue for legal proceedings shall be the courts located in Lewis and Clark County, Montana, and this agreement shall be governed by the laws of the State of Montana.

Initials _____ Date _____

14. Acknowledgement of Terms

By signing below or indicating acceptance electronically, CLIENT confirms they have read, understood, and agreed to the terms and conditions contained herein. These Terms along with the Service Fees Agreement constitute the entire agreement between the parties and supersede all prior oral or written understandings.

Initials _____ Date _____

Client Information

Full Name [print]: _____

Phone Number: _____ - _____ - _____

Email Address: _____ @ _____

Client Signature: _____ Date: _____