

Alpha World Travel

TERMS & CONDITIONS: PLEASE READ AS IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. CONTACT US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Please thoroughly review these terms and conditions of Alpha World Travel, herein referred to as Alpha. The addressee of our invoices will be the only recipient of booking receipts and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting receipts and making payments to Alpha or providing payment details to Alpha for travel Suppliers, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

AGENT/INTERMEDIARY: Alpha is simply an intermediary between the Suppliers and the public. Alpha does not own or operate any of, hotels, excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Passenger(s)' trip. Passenger(s) acknowledge and agree that Alpha shall not be responsible for any loss, damage, delay, inconvenience or injury to Passenger(s) or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than Alpha or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives. Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that Alpha is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. Alpha is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

Alpha recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Alpha at the time of reservation upon initial booking so Alpha can contact the Suppliers to investigate amenities and/or special accommodations offered. Passenger is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that Alpha shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While Alpha prides itself on selecting top quality Suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Passenger(s) acknowledge and agree that Alpha shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Alpha be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Passenger admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of passengers and baggage.

BOOKING ACCURACY/LEGAL NAMES: Passenger is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify Alpha within 24 hours of receipt if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions within 24 hours. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names as shown on documents required for travel

(license/passport). It is mandatory that names on travel documents match GOVERNMENT ISSUED ID at the time of travel and birthdates must be correct. Any changes/corrections are subject to airline fees and are the responsibility of the traveler.

PASSPORTS: For most destinations outside the US, passports must be valid for 6 months AFTER planned return date. Everyone, including children and infants, MUST have a VALID passport to travel internationally (not Passport Card). Failure to comply will result in denial of boarding, no refund, no exceptions (out of the USA). Alpha is NOT responsible for passports in ANY way.

TRAVEL DOCUMENTS: Travel documents will be sent to you no later than ten (10) days prior to departure date. Please read through these documents immediately; misprints, misspellings, incorrect dates etc. are not the responsibility of Alpha. Included in your travel documents (if airfare is purchased through Alpha) are airline confirmations/electronic ticket receipts (proof of purchase, not boarding passes or actual tickets). Boarding passes are printed at the time of airline check in (online with the airline directly, or at the airport when showing passport & checking in luggage). It is very important that you take your travel documents with you in addition to passports and a credit or debit card for any baggage fees that may apply.

TRAVEL REQUIREMENTS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases Alpha from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. Alpha recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements. Suggested reference materials for passports, visa, health requirements and travel advisories (provided for convenience, not a comprehensive list):

For US Citizens: <http://travel.state.gov>

US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>

Visa information for US citizens: http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

US State Department Travel Warnings: http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html

US State Department Travel Alerts: http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html

PAYMENTS: On behalf of Suppliers, Alpha accepts Visa, American Express, Discover, Mastercard, Cash, personal checks and bank checks. Alpha holds reservations until "Payment Due Date" indicated on your confirmation. If deposit/payment is not received by Alpha on or before the Payment Due Date, reservations are automatically cancelled by the Supplier. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Passenger(s) voluntarily hold Alpha harmless for auto-charges or cancellation of any booking for either late payment or declination of a credit card.

PRICING: Prices and availability quoted by Alpha are not guaranteed until deposit is paid. Pricing and availability may change without notice. Passenger agrees that Alpha is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is Alpha responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold Alpha harmless for any actions or damages arising from Supplier pricing. Alpha reserves the right to charge Passenger(s) for any increase in taxes, fees or surcharges (i.e. fuel). Passenger(s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

SANDALS & BEACHES RESORTS: Additional Terms & Conditions may apply. Please see these links for details: <https://www.sandals.com/terms-conditions/> and <https://www.beaches.com/general/terms/>

AIRLINE TICKETS: 100% Non-Refundable. Changes will be subject to airline penalties and increase in fare. Alpha's responsibilities in respect to air travel are limited by the relevant airline's conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by Alpha. Alpha is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. Alpha will not provide any refund for trips missed, in part or full.

CHANGES TO RESERVATIONS: ANY changes made to your existing reservation are subject to the current rates, promotions, and terms at the time of change as determined by the Supplier(s). Unlimited revisions will be granted by Alpha for individual bookings. However, we reserve the right to charge a \$25 per person Revision Fee for each change made after an initial complimentary revision. See below for Group Revision Policy.

FINAL PAYMENT: Final balance payments MUST be received NO LATER THAN DUE DATE as indicated on Confirmation Invoice. Final payments may be auto-charged if not received by due date. Please note your calendar of this final payment date as reminders may not be sent. Alpha is not responsible for cancellations due to non-payment or auto-charges made after required due date. Late fees may apply.

LATE FEES: Final payments not received by the due date on Confirmation Invoice may incur a \$25 per person late fee. All reservations are subject to cancellation and Supplier penalties as described herein if final payment is not received by the required due date. Or could be auto-charged by supplier.

CANCELLATION PENALTIES: All reservations will be subject to a minimum \$100 nonrefundable penalty per person or \$200 per room (if booked as a single occupancy) assessed by Alpha. All cancellations or no-shows are subject to penalties imposed by the Supplier(s)/resort. Typical minimum trip penalties start as follows:

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All cancellations MUST be in writing and from the booking/paying Passenger. Upon making the booking, Passenger(s) hereby accept & acknowledge liability for all cancellation fees imposed by Alpha and the Supplier(s). Cancellations are processed once penalties are calculated and paid and will be confirmed via email to the original booking/paying Passenger(s). Additional penalties may apply from certain Suppliers.

GROUPS/CONTRACT CANCELLATIONS: In addition to contract terms, Alpha reserves the right to assess the full room and wedding deposits as a cancellation penalty. Revisions for Wedding Group Rooms are subject to \$50 per person (min \$100 room) fee.

Contract cancellation 5-35 rooms (rooms, room nights or guests):

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Contract cancellation 35+ rooms (rooms, room nights or guests):

- Any cancellation after a guest has paid their deposit up to 181 days prior to travel: \$200 per room penalty charged by Alpha Travel
- Any cancellation between 180 - 121 days prior to group's arrival date; there is a \$300 per room cancellation penalty charged by Alpha Travel plus 50% of the full room cost will be charged by the resort/travel supplier
- Any cancellation between 120 - 61 days prior to group's arrival date; there is a \$400 per room cancellation penalty charged by Alpha Travel and 75% of the full room cost will be charged by the resort/travel supplier
- Any cancellation or 'no show' within 60 days prior to group's arrival date will be charged 100% penalty of the full room cost

TRAVEL INSURANCE: Travel insurance/protection is strongly recommended. As your travel agent, we have a professional responsibility to recommend the purchase of travel insurance to protect both you and your vacation. While we do offer coverage through certain carriers, we cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with you the Passenger and we advise you to do your research and find coverage that best fits your individual needs. Alpha is limited to advising you of the need for such coverage. Alpha does not process insurance claims or make any decisions regarding the coverage and/or reimbursement of any claim.

By declining travel protection, you acknowledge and accept liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. You also acknowledge and accept responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. Please note that if you decline this type of coverage, you have waived your right to this important coverage and may not be able to purchase prior to travel.

AIRLINE SCHEDULE CHANGES & CANCELLATIONS: Occasionally airlines change flight schedules, and may even cancel flights entirely. These changes are beyond Alpha's control. In the event such a situation occurs, we will do our best to assist with finding best possible alternate options. If the flight time change is minor (2 hours or less) the airline will automatically make the change (airline policies/rules entitle them to legally do so). Alpha will notify you of major changes once we are advised. Please Note: there may be additional costs to re-book a new flight should the airline cancel or make a major change to your original flight itinerary. Alpha is NOT responsible for any additional costs or fees imposed by the airlines. It is the responsibility of the passenger to check for last minute airline flight time changes starting 28 days prior to travel, 14 days prior and again within 24 hours of departure. Alpha is not responsible for changes that may occur within 28 days of original flight departure time.

RE-CONFIRMATION OF FLIGHTS: Alpha advises Passenger(s) to personally re-confirm flight schedules between 72-24 hours prior to departure directly with the airline in case of any last minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure using the "Confirmation/Record Locator" (found in your Alpha documents and or invoice/receipt).

BAGGAGE FEES:

Due to continual changes in airline baggage policies it is suggested that you inquire with your airline's website for up-to-date fees & information. Alpha is NOT responsible for additional fees incurred for baggage or seating. Baggage fees are not part of an All Inclusive Package. Please review "Updated Checked Bag and Carry-on Bag Rules" at www.TSA.gov

ACTIVITIES:

Passenger(s) acknowledge that the use or enjoyment of an activity may be hazardous and inherently risky, and, to the maximum extent permitted by law, Alpha shall have no liability for any personal injury or death; lost, stolen, damaged or destroyed property; or other liability arising out of or in connection with the use and operation of the activity, and all actions or events occurring prior to, during, at or after, the activity.

LIMITATION OF LIABILITY: Without limitation, Passenger(s) assume the risk of, and agree that Alpha is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or Supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

MODIFICATION OF TERMS AND CONDITIONS:

The Terms and Conditions may be amended or modified by Alpha at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you. Acceptance of our emails and/or invoice, itinerary, trip confirmation you hereby agree to these Terms and Conditions. Affirmative consent is indicated by email acceptance of trip confirmation and/or acknowledgment of receipt. Payments authorized to Alpha World Travel release us from all claims arising out of any problem covered in this paragraph. Without acceptance any order is subject to cancellation at any time. The failure of Alpha to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. Alpha does not guarantee it will take action against all breaches of these Terms and Conditions.

SEVERABILITY: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

HEADINGS: Headings are for reference purposes only and do not limit the scope or extent of such section.

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of North Carolina. The Parties agree that the arbitration shall take place in Wake County, North Carolina and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against Alpha. If Passenger(s) fails to submit their claim to arbitration and instead files suit, Alpha shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and Alpha agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.