



## TERMS & CONDITIONS

**PLEASE READ THIS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CALL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.**

Please thoroughly review these terms and conditions of Bizzy Travel Agent and [www.bizzytravelagent.com](http://www.bizzytravelagent.com), herein referred to as BTA. The addressee of this notice will be the only recipient of this booking receipt 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 this receipt and making payment to BTA, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

**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 BTA immediately 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. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

**TRAVEL DOCUMENTS:** 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 BTA 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. BTA recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements. **Please note, effective January 23, 2007, a valid passport will be the only acceptable document for travel to Mexico.**

**PAYMENTS:** BTA accepts Visa, Mastercard, American Express, Discover, CashApp, PayPal and Venmo. BTA does not hold reservations and deposit is due in full at the time of booking. 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 BTA harmless for cancellation of any booking for either late payment or declination of a credit card.

**PRICING:** Prices and availability quoted by BTA are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Passenger agrees that BTA 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 BTA 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 BTA harmless for any actions or damages arising from Supplier pricing.

## **AIRFARE:**

### **a. General Conditions Governing Air Transport**

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger is responsible for any such fees. With regard to the purchase of air tickets, BTA acts simply as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

BTA'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 BTA. BTA 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. BTA will not provide any refund for Trips missed, in part or full.

### **b. Luggage**

Each airline has its own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. BTA strongly recommends that you obtain an insurance policy covering the value of your items.

### **c. Limitation of Liability for Air Transport**

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT BTA IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

**ACCOMMODATIONS AND ACTIVITIES:** "Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, campgrounds, and resorts.

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. BTA is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room. BTA makes no guarantee about the **suitability** or **availability** of

accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations if possible. **You**, the passenger, will bear any additional costs, i.e., upgrades, etc.

#### d. Meals

**ONLY All-inclusive** - includes accommodation, breakfast, lunch, dinner, and normal drinks (mineral water, fruit juice, sodas, wines, local alcohol). Some alcoholic drinks and premium restaurants may not be included and will be billed separately.

#### e. Activities offered during your stay

The sports activities offered for collective participation are often organized by outside providers. Any travel costs related to such activities are at the customer's expense. Similarly these activities may be withdrawn at the discretion of the organizer if there is insufficient demand. This will not give rise to any entitlement to compensation.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BTA 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.

#### f. Travelers with special needs or disabilities

If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. BTA makes no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. BTA has no special knowledge regarding the suitability for disabled persons of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

**CANCELLATION POLICIES:** All cancellations or no-shows are subject to penalties imposed by the supplier. If you require a copy of these terms, please contact the supplier or your agent at BTA. Additionally, all booking cancellations, change requests, transfers to another Agency, or no-shows are considered cancellations and subject to a non-refundable **\$50 per person fee** imposed by BTA. **The cancellation fees imposed by BTA can be waived at their discretion.**

**TRAVEL PROTECTION:** **Travel insurance protection is Strongly Recommended.** As your travel agent, we have a professional responsibility to recommend the purchase of travel protection 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 customer and we advise you to do your research and find coverage that best fits your individual needs. BTA is limited to advising you of the need for such coverage.

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 your confirmation will note "declined" next to the travel protection section of your confirmation. If

you HAVE purchased travel protection, please remember to review your confirmation for accuracy and call us immediately if you believe you have travel protection, and your confirmation indicates declined. Failure to contact us will be considered waiver of travel protection.

**We urge you to read your policy when it arrives as it contains important information. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim.**

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which you the passenger are responsible for reviewing upon receipt of your travel protection policy. BTA is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss your claim with BTA due to privacy laws (e.g., HIPAA). Accordingly, you acknowledge that BTA cannot be involved in any aspect of your claim/request for service. Passenger(s) acknowledge and agree that BTA has no control over the travel insurance provider or its coverage decisions, and as a result BTA is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

**AGENT/INTERMEDIARY:** BTA is simply an intermediary between the Suppliers and the public. BTA does not own or operate any of, hotels, shore 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 BTA 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 BTA 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 BTA is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. BTA is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

**LIMITATION OF LIABILITY:** Without limitation, Passenger(s) assume the risk of, and agree that BTA 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 BTA 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.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with BTA. Without this acceptance any order is subject to cancellation at any time.

The failure of BTA 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. BTA 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 Maryland. The Parties agree that the arbitration shall take place in Prince George's County, Maryland 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 the sole responsibility of the filing party. 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 BTA. If Passenger(s) fails to submit their claim to arbitration and instead files suit, BTA 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 BTA agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

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