

EXCLUSIVE 7 DAY GETAWAYS FOR UNDER \$500



[WWW.AFFORDABLEGETAWAYS.TRAVEL](http://WWW.AFFORDABLEGETAWAYS.TRAVEL)

## **Booking Agreement Terms & Conditions**

Affordable Getaways, LLC is fully dedicated to making your next trip memorable. We handle all of the details, at no additional cost to you. Affordable Getaways, LLC is a North Carolina limited liability company.

The following terms and conditions are applicable to your booking. Travelers will be subject to the following terms and conditions, together with any additional documentation we give you, and any additional terms and conditions of any Supplier that are applicable to your travel arrangement (“The Agreement”).

By booking with Affordable Getaways, LLC, you are consenting to be bound by The Agreement. **These terms and conditions contain important legal obligations that you make including a waiver of liability and waiver of a class action lawsuit, and choice of law provisions, so it is important that you read them carefully.**

If you do not agree with any of the terms of The Agreement, you should not make a booking with Affordable Getaways, LLC. If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. Affordable Getaways, LLC will not be liable for a group leader’s failure to share these Terms with all travelers in their group. You acknowledge and agree that we may change these Terms and Conditions from time to time and that those changes become effective immediately. If we make material changes, we will

provide you notice. Your continued use of our services following the notice of any changes constitutes your acceptance and agreement to be bound by such changes. You agree to be bound by the Terms and Conditions that are in effect at the time of travel or cancellation.

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, and (c) you being denied access to the applicable travel related product or service. You represent and warrant that (a) you are of sufficient age (21 years old) 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.

**Scope/Agency.** Affordable Getaways, LLC does not provide, own, or control the travel services and products that are provided as part of your trip, such as flights, accommodations, rental cars, packages, or travel insurance (the “Travel Products”). The Travel Products are owned, controlled or made available by third parties (the “Suppliers”) such as airlines, hotels, resorts and tour operators. The Suppliers are responsible for the Travel Products. The Supplier’s terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Affordable Getaways, LLC does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Affordable Getaways acts only as agent for the traveler in acquiring transportation, hotel/resort accommodations, sightseeing and other privileges, or services for the travelers’ benefit, and on the express condition that Affordable Getaways, LLC shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

**Booking/Payment:** We look forward to booking travel & requested services with you; Affordable Getaways, LLC offers complimentary planning. After booking you will receive your itinerary with an invoice with payment information and other important travel information. This invoice is subject to change until you receive confirmation that your travel is booked. Some suppliers and airlines will require a larger or payment in full to hold your booking. Travelers will be notified if a larger deposit is required. Affordable Getaways, LLC spends quality time to book you an unforgettable inclusive travel; ALL deposits are NON-REFUNDABLE. Final payments are due as indicated on the invoice, but no later than 30 days before travel. For bookings within 30 days of travel, full payment is due at the time of booking and is 100% non-refundable. If any payment is not paid by the stipulated date, Affordable Getaways, LLC reserves the right to treat the booking as canceled by you in which case the terms and conditions of cancellation becomes applicable. Once payment for your trip is processed, you will receive an invoice... Please review

documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

**Booking Accuracy and Legal Names:** Traveler is required to immediately review all aspects of their booking to verify (but not limited to): all travelers' 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 us immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of every traveler's LEGAL first, middle, and last names. It is mandatory that traveler names be identical to the LEGAL first, middle, and last names and identical to the names as they appear on booking and travel documents.

**Late Fees:** Final payments not received prior to the due date above will incur a \$25 per person late fee. All reservations are subject to cancellation and penalties as described below if payments are not received on the due date. Late fees are not covered by the travel insurance and are always non-refundable. Affordable Getaways, LLC reserves the right to refuse a booking without giving any reason and shall in that event return any deposit received.

**Cancellation:** Please be aware that most travel bookings are non-refundable and cancelled booking will incur charges. These charges can be up to 100% of the cost of the booking regardless of whether travel has commenced. Where Affordable Getaways, LLC incur any liability for a cancellation fee or charge for any booking that you cancel, you agree to indemnify us for the amount of that fee or charge. As described above, planning travel takes extensive time and research and Affordable Getaways, LLC is required to pay all suppliers well in advance of your vacation date. All suppliers have their own cancellation policies... Affordable Getaways, LLC is not liable to follow other suppliers cancellation policies.

**Regarding Airline tickets:** If Affordable Getaways, LLC booked your tickets, they are typically 100% non-refundable and subject to individual airline penalties/fees. Because Affordable Getaways, LLC and our Suppliers strictly adhere to our cancellation terms, we strongly recommend the purchase of a Travel Protection Plan.

**Changes and Cancellation by the Supplier:** We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the operator but we will have no further liability to you.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Suppliers seeking to reduce inconvenience to Travelers. Such changes are deemed not to be a major change, and no compensation will be payable to Travelers. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

**Force Majeure:** Affordable Getaways, LLC cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to “force majeure”. “Force majeure” means any event or circumstances, which we or the Supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance, problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, volcanic eruption, hurricane, earthquake, and all similar events outside our control. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorists, health, political, pandemic or other similar events.

**Travel Protection:** It is the traveler’s responsibility to protect their purchases. For this reason, Travel Protection Coverage is recommended, offered and sold by Allianz Global Assistance when booking with Affordable Getaways, LLC. This offered travel protection plan will cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. The recommended Travel Protection Plan must be purchased in close conjunction with your booked travel. Affordable Getaways, LLC is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Affordable Getaways, LLC cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel

protection, contact Allianz Global Assistance via the following ways: Email: <https://www.allianztravelinsurance.com>, Phone: 1-866-672-9580, Mail: Allianz Global Assistance P.O. Box Richmond, VA 23255-1533.

Affordable Getaways, LLC cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses however arising, for which trip protection plan coverage would otherwise have been available.

**Destinations:** Travel to certain destinations may involve greater risk than others. Affordable Getaways, LLC urges travelers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking. You are also responsible for obtaining any testing and providing any paperwork as required by governmental bodies due to COVID-19. Should you choose to travel to a country that has been issued a travel warning or advisory, Affordable getaways, LLC will not be liable for damages or losses that result from travel to such destinations.

**Travel Documents:** You and any minors traveling with you must be in possession of a machine readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

**Visas:** Some countries require visas to enter. Without a valid visa, you may be denied entry into the country. You can find out if you need a visa by visiting the embassy website of the country you'll be traveling to. It is your responsibility to ensure you have all the proper travel documents,

to include your visa(s). Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in your traveling party please research the requirements and leave prepared. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advises that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. Affordable Getaways, LLC bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

**Health:** Recommended inoculations for travel may change and you should consult your health care provider for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

**Disinsection:** Most countries reserve the right to disinfect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

**Non-Responsibility:** Affordable Getaways, LLC uses third party suppliers to arrange transportation, lodging, and all other services related to travel. Affordable Getaways, LLC is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Affordable Getaways, LLC does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity of third party supplier services related to booking. All suppliers are independent contractors, and are not agents or employees or representatives of Affordable Getaways, LLC.

All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the vouchers, and tickets, or utilizing other booking services, all travelers agree that Affordable Getaways, LLC is not liable for any loss, injury, or damage to any personal belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Affordable Getaways, LLC.

Affordable Getaways, LLC assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Affordable Getaways assumes no responsibility or liability for personal property; and Affordable Getaways, LLC shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Affordable Getaways, LLC accepts no responsibility for lost or stolen items. Affordable Getaways, LLC reserves the right to refuse any traveler or potential traveler at its sole discretion.

**Assumption of Risk/Waiver:** By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Affordable Getaways, LLC.

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms, for which Affordable Getaways, LLC will not be liable. Travelers are aware that traveling in such an area as a traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold,

sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Affordable Getaways, LLC and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, including to risks due to COVID 19, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks of postponement, cancellation, quarantine, illness, injury or death and of the negligence of Affordable Getaways, LLC and agrees to and shall hold harmless and fully release Affordable Getaways, LLC from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Affordable Getaways, LLC and traveler hereby covenant not to sue Affordable Getaways, LLC for any such claims or join any lawsuit or action that is suing Affordable Getaways, LLC. This agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

**Indemnification:** Traveler agrees to and shall indemnify and hold harmless Affordable Getaways, LLC and agent, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Affordable Getaways, LLC (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

**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. Affordable Getaways, LLC is NOT responsible for additional fees incurred for baggage or seating.



**Re-Confirm Your Flight:** Affordable Getaways advises you personally to reconfirm your flight schedule within 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.

**Pre-existing Medical Conditions/Persons with Disabilities:** The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Affordable Getaways, LLC will communicate requests to Suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Affordable Getaways, LLC at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

**Governing Law/Submission to Jurisdiction. Jury Waiver/Notice of Claim:** This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in North Carolina. You agree that you will only bring claims against Affordable Getaways, LLC in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. Affordable Getaways, LLC shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not bring suit against Affordable Getaways unless you have first provided a emailed notice to: [info@affordablegetaways.travel](mailto:info@affordablegetaways.travel) within 30 days after cancellation of the trip.

**Entire Agreement & Severability:** This agreement, including any other documents, including

invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Affordable Getaways, LLC. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

First, Last Name

Signature

Today's Date