

Terms and Conditions

Your Agreement with Group Escapes 4 Less, Inc. d/b/a Your Group Escapes and Travel Planners International

By using our services you agree to the following terms and conditions. Your signature or click will signify your agreement with the following terms and conditions on behalf of yourself and all members of your traveling party.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

Groups

Terms and Conditions for groups will deviate from FIT (Free Independent Travelers) guidelines. See your Group Terms and Conditions for details.

1. **Agent for Suppliers:** Group Escapes 4 Less, Inc. d/b/a Your Group Escapes and Travel Planners International, Inc. (collectively “we” or “us”) act as sales agent for any airline, hotel, car- rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. In the event that a Supplier defaults prior to providing the service to you for which payment has been made, the sole recourse for refund shall be with the defaulting Supplier, from insurance covering such defaults if any, or from other responsible third party. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

Some hotels require NONREFUNDABLE and NON-TRANSFERABLE deposits to guarantee a booking. In such cases, we will notify you for the NON-REFUNDABLE prepayment for that portion of the trip. Amenities such as elevators, air conditioning, bedding size, etc., are not guaranteed in all properties. In addition, even if a property has amenities such as air conditioning or elevator, it is not guaranteed that it will be operational or available during your stay. Reimbursement for lack of amenities is solely the responsibility of the hotels, and while we may act as an intermediary, we cannot be held responsible for such reimbursement under any circumstances.

Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case

all monies will be refunded. We take no responsibility for ship substitutions or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

Please note that most airlines consider a name change to be a cancellation. Travelers are responsible to confirm airline baggage allowances for all flights. International flights may have different requirements than domestic flights. Excess luggage fees are the responsibility of the traveler.

Tickets of any kind are payable in full and are NON-REFUNDABLE at the time of booking. If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government levied taxes and fees and/or fuel surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable.

Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in your documentation.

Hazardous Materials

USA federal law prohibits passengers from bringing hazardous materials on the aircraft.

(1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's 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 radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials

are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

2. **Risks Related to COVID-19:** You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, exclusions, closures, or quarantines.

For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>.

For the latest travel supplier requirements, check the supplier's home page.

3. **Other Risks of Travel and Release:** We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations.

For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.

YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTOR SHARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

4. **Travel Insurance:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel- for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. We are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of your existing insurance coverage. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy. Claim for refunds and/or adjustments must be made within 14 days of the disputed dates of travel. Full details and proof of payment documentation must accompany all claims.
5. **Booking Process:** To start a booking, you need to agree with these terms and conditions, pay the trip deposit and our professional service fees (where applicable) and complete the credit card authorization form, if using a credit card for payment. We are free to accept your offer on behalf of the relevant Supplier or reject it at our sole discretion.

We accept all major credit or debit cards with a verifiable billing address. You hereby authorize us to process the charge to the credit or debit card you provide to us for the total amount of your booking and our professional services.

To protect our customers, we verify with the credit/debit card company that the billing address and credit card verification number you provided to us is accurate and that your debit/charge will be accepted. Until such information is verified, the fare is subject to change.

We are not responsible for any transaction that is declined based upon a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit card verification number cannot be verified in a timely manner, nor are we responsible for any changes in fare or any other charges that may occur during our verification process. In the event the fare selected is not available, an approval code may have been issued on your credit card. If the transaction is not completed the approval code may temporarily debit the amount from your bank account.

The terms of your booking (such as price, availability and/or dates of travel) are not guaranteed until the ticket or confirmation number is issued. Please note that once you have completed the booking, you can only cancel or change the details (such as names or destinations) of your booking at our sole discretion and in accordance with these and the Supplier's terms & conditions.

Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the Supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them.

Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

The final payment due date will be clearly marked on the booking itinerary. It is the responsibility of the traveler to make the final payment before or by the due date. Failure to make the final payment by the stated due date will result in automatic cancellation of the reservation and all previous deposits will be

forfeited unless insurance is purchased. If insurance is purchased, the insurance guidelines will apply based on the supplier. All late payments must be approved by the Group Escapes 4 Less d/b/a Your Group Escapes staff. A Final Payment Deadline Extension Request fee of \$25 must be paid for payment extension request, all payments received after the final due date and before the final payment will be submitted.

Revisions, Deviations, Cancellations and Refunds

Any revisions or deviations made to a reservation are subject to a fee of USD \$25 per person in addition to any other Supplier charges and penalties. No refunds will be given for any unused or partially used service(s).

If you choose to cancel your reservation, we must receive written notice of said cancellation either via certified mail, overnight courier, or e-mail sent to Change@yourgoupeescapes.com (with confirmation of receipt from us in order to be effective).

You are subject to the supplier's terms. Any refund owing under the cancellation schedule will be less any additional fees or non-refundable deposits of Suppliers. We will, when available, tell you about these fees or deposits in advance. If you are entitled to a refund, please note that the supplier is responsible for this refund, not GE4Less, Inc. d/b/a Your Group Escapes. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

Please note that airline cancellation and change fees are not included. Please also note that your decision not to travel due to State Department advisories, fear of travel, price of airfare, or any other reason will constitute cancellation by you. No refund or credit will be given for any unused features or early departures for any reason. No refund or credit will be given for any unused features or early departures for any reason.

Any cancellation refund will be less credit card fees.

The cancellation of any service(s) made by you or anyone in your party while traveling, is not eligible for any refund whatsoever. In limited cases, some hotels do not permit changes to or cancellation of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the terms and conditions imposed with respect to your hotel reservations and agree to pay any cancellation or change fees that may be

incurred. Further stated cancellation policies as follows:

No Shows

Failure to travel or show up for any reservation is considered a “no-show”. No show penalties will be up to entire cost of reservation and are subject to policies and procedures set forth by us.

Chargebacks and Adjustments

Missing a vacation is bad enough. Losing the money you paid for your vacation is even worse. Therefore, we highly recommend Travel Protection that helps provide coverage for Trip Cancellation, Interruption, Baggage Loss or Delay, Medical Expenses and more. You are required to select and purchase travel insurance yourself for domestic and international tours. For Caribbean, Mexico, and Cruise Tours, we can add travel insurance to your package when making your reservations. Full details and proof of payment documentation must accompany all claims. Please allow 30 days to process claims from date of cancelled travel.

Force Majeure and Post COVID-19 Travel

We shall not be liable for any circumstances beyond our control, including, but not limited to, acts of God, explosions, flood, forceful wind, fire or accident, war or threat of war, declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disobedience, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery or vehicles, delays or other unforeseen events (collectively, “Force Majeure”). We shall not be liable to you and shall not provide any refunds caused by delay or non-performance of any obligation under this agreement to the extent any such delay is due to Force Majeure. If any of our travel Suppliers are affected by Force Majeure, they shall be entitled at their sole discretion to vary or cancel any itinerary or arrangement in relation to your trip without notice.

You waive any right to a chargeback in case of cancellation (except for fraud) including Force Majeure event(s) (as described below) and agree to refund policies and procedures outlined in these Terms and Conditions. In the event you attempt a chargeback, reverse, or recollect a trip payment already made without our authorization, we have the right to collect additional costs, fees, and expenses associated with the chargeback, including, but not limited to, attorney fees.

If a Future Travel Credit (“FTC”) or Future Cruise Credit (FCC) was issued to a client prior to a chargeback, we reserve the right to immediately rescind the FTC upon notification of the chargeback. If we agree to offer FTC after a chargeback has been received, the chargeback will incur a minimum USD \$ 50 fee deducted from the FTC or FCC.

Washington State: If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

Right To Correct Errors/Offers Subject To Availability

We reserve the right to correct errors. All cruise, land and event offers are subject to availability and may change without notice. In the event of a cruise, land or event pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

6. **Review Your Travel Documents Immediately: PLEASE CAREFULLY REVIEW YOUR TRAVEL DOCUMENTS** within 24 hours of booking and report any discrepancies/errors IMMEDIATELY. Any changes made after this period may be subject to penalties/change fees at your expense as determined by travel supplier
7. **Driver’s Licenses, Passports, Visas, and Other Foreign Entry Requirements: It is your responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations.** Beginning on October 1, 2021, you must present a driver’s license or another form of identification that complies with the requirements of the Federal Real ID Act (see www.dhs.gov/real-id for more information). If traveling internationally, you must have a valid passport and, depending upon the destination and nationality, you may need to obtain one or more visas, even for countries that you transit for a flight change. Some countries require a full blank “VISA” page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a

valid passport in their possession while cruising.

The Transportation Security Administration (TSA) requires all airline passengers to provide Secure Flight Passenger Data (SFPD): Full name as it appears on Government-Issued I.D., Date of Birth, Gender, Redress number (if available). The name, date of birth and gender that appears on the identification card **must exactly match** the same such data that is listed on airline ticket(s) and booking records.

We strongly recommend that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. Parental or legal guardian consent must be provided to the supervising adult/group leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each Supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. We feel it is an invasion of privacy for any member of our staff to make such an inquiry.

8. **Our Professional Service Fees:** In addition to each Supplier's cost and fees, our agency may charge professional fees. All our fees are non-refundable.

Cancellation \$50 per person booking. Research/Planning \$100-\$250.

All our professional fees are non-refundable.

9. **Credit Card Rights:** We also strongly recommend that you 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 we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Supplier. If the Supplier does not provide the services, your only recourse would be against the Supplier, and you agree not to initiate a chargeback against us.

- 10. Claims Deadline and Exclusive Jurisdiction:** You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Wayne County, Michigan will be the exclusive jurisdiction for all claims brought by you against Group Escapes 4 Less d/b/a Your Group Escapes, and that the courts in Orange County, Florida, will be the exclusive jurisdiction for all claims brought by you against Travel Planners International, and you hereby submit to the personal jurisdiction of those courts.

FL Seller of Travel License ST17873 CST: 2063964

11. NO COPYING OR EDITING

No material from this website may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold, or distributed in any way, without our prior written consent. You may not frame or mirror any material on this website on any other server or other location. Unauthorized use of any such material on any other website or computer environment or elsewhere is prohibited.

12. PRIVACY POLICY

At all times, your information will be treated in accordance with Group Escapes 4 Less, Inc. d/b/a Your Group Escapes Privacy Policy, which is incorporated by reference into this. Agreement and can be viewed at: <https://www.yourgrouppescapes.com/privacy-policy>

Changes to Terms and Conditions

We reserve the right to update the Terms and Conditions periodically without notice. You acknowledge that you agree to the Terms and Conditions then current at the time of your booking. For our most current Terms and

Conditions, you may visit our website at www.yourgroupecapes.com
This Agreement is governed by the laws of the state of Michigan.

By providing your credit card details for payment you have authenticated this Agreement and acknowledge and agree to the entirety of this Agreement including cancellation terms shown on pages 4 and 5. You further acknowledge reading these terms and conditions by paying our planning fee(s) if applicable and/or giving a deposit or making a booking and you indicate that you fully understand and agree to our cancellation policies.

We are not responsible for typographical or pricing errors.

Changes to this Notice

We may change or update this Notice periodically. When we do, we will post the revised Notice on this webpage indicating when the Notice was "Last Updated." This Notice is provided by Group Escapes 4 Less, Inc. d/b/a Your Group Escapes