### Booking an event signifies your acceptance to the following Terms of Service.

Welcome to our travel agency; as owned by Bee Fly Luxury Travel. Bee Fly Luxury Travel offers retail travel services to customers, which are provided by separate and independent suppliers of travel and travel related products. You agree that Bee Fly Luxury Travel acts only as an agent for the customer in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the customer's benefit, and on the express condition that Bee Fly Luxury Travel disclaims any implied guarantees. Bee Fly Luxury Travel is not responsible for accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default associated with services provided. Bee Fly Luxury Travel and its associates provide their services to you subject to the following conditions.

As used in this document, the terms "you" or "your" refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates. If you are representing another party other than yourself; you are responsible for sharing these terms and conditions with them along with all other itinerary details.

These terms constitute a contractual agreement between you and us. By signing and or acknowledging via online form you express your understanding and acceptance of these Terms

- 1. Bee Fly Luxury Travel promises to provide travel service with reasonable skill and care.
- 2. However, the promise shall not apply to the extent of any non-conformance which is caused by use of the services contrary to our instructions, or modification or alteration of the services by any party other than Bee Fly Luxury Travel or by our duly authorized staff.
- 3. Notwithstanding the foregoing, Bee Fly Luxury Travel:
  - a. Does not warrant that the Customer's use of the services will be uninterrupted or error-free; nor that the services and/or any information obtained by the customer through the services will meet the customer's requirements; and
  - b. Assumes no responsibility and will not be held liable for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity by reason of (1) any wrongful or negligent acts or omissions on the part of its suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of these suppliers, (3) any defect in or failure of any vehicle, equipment or instrumentality owned, operated, or used by any of these suppliers, or (4) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Bee Fly Luxury Travel, or (5) acts of God.
  - c. Is not responsible regarding any missed flights due to travelers not arriving on time for departure nor any penalties or fees resulting from missed flights. Bee Fly Luxury Travel is not responsible for time changes made to our itineraries, to include hotel check-in and bus schedules.

- d. Is not responsible for inability to travel due to not having the proper documentation as described in the travel contract.
- e. Is not responsible whereas cancellation has incurred by the supplier due to any overdue balance.
- f. Is not responsible whereas the Traveler fails to return to airport, cruise ship, or tour on time for departure.
- g. Is not responsible in instances whereas incorrect information has been provided by the traveler. To be specific; the name and birthdate given to Bee Fly Luxury Travel must match your legal documents.
- h. This agreement shall not prevent Bee Fly Luxury Travel from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation or services which are similar to those provided under this agreement.

Bee Fly Luxury Travel warrants that it has and will maintain necessary travel agent related permissions necessary for the performance of its obligations under this agreement.

# **Reservations & Payments**

All new reservations require a deposit and registration form. Once deposit is submitted, you are required to make monthly payments to avoid cancellation due to abandonment of reservation. All cancellations will result in previous funds forfeited due to the contract signed between Bee Fly Luxury Travel and the supplier. It is imperative to contact us as soon as possible if you run into a financial situation and unable to make a monthly payment.

It is the responsibility of the guest to be sure that they are able to attend each event before submitting a deposit. It is also the responsibility of each guest to be sure that travel mates are also making monthly payments. Any payments made to us are non-cancellable and non-refundable; however, exception to instances may be considered where travel insurance has been purchased. With the purchase of travel insurance refunds will be made according to the terms listed in your travel insurance policy.

With these contracts, we are able to keep our package prices low and allow you to make monthly payments on your vacation. Monthly payments are due on the date you submitted your deposit. If you submitted your deposit on June 5th, your monthly payments are due the 5th every month. Late payments will incur a \$65 late fee. Once a late fee is assessed, your invoice will be adjusted and the late fee must be paid with your next monthly payment. All final payment dates are clearly noted on the form of the event you have selected. It is your responsibility to be sure payments arrive to us on or before that date. All payments must be submitted before 11:59 PM EST on the final payment date. If you fail to submit your final payment by the deadline, your reservation will be canceled and all funds will be forfeited.

# **Method of Payment**

Once your deposit is submitted, you will receive an invoice to make future payments with your debit/credit card. Each transaction is secured with 256-bit SSL encryption to protect your payments. Our transactions appear as WAV\*TwGG. Any charge as a result of stopped

payments or insufficient funds will incur a \$65 chargeback fee per transaction.

Checks and payments over the phone are not accepted.

## **Passports and Travel Documents**

- 1. Most vacations booked through Bee Fly Luxury Travel will require a valid passport with the exception of US destinations including Puerto Rico, USVI and most cruise vacations.
- 2. For those destinations where a passport is not mandatory; Valid ID and/or birth certificate is required.
- 3. You MUST have the proper documentation at the time of departure as applicable by Law.
- 4. Inability to acquire a passport does not terminate the agreement, all monies paid will be non-refundable or subject to terms of your travel insurance if purchased.
- 5. Any required documents and/or confirmation numbers will be forwarded to you via email and/or US mail approximately 1 week before your departure.

### **Group Travel Policy**

Group pricing is subject to contract fulfillment. In the event that group travel is cancelled before departure due to inability to fulfill such contract requirement; all money paid shall be refunded to the traveler.

Notwithstanding; for departing groups portions of travel itinerary may be changed or altered by Bee Fly Luxury Travel without any prior notice to the traveler.

## **Tipping: Complete tipping guidelines are as follows:**

Drivers including private cars and motor coach drivers: \$5-\$10 per person, per day

Tour Guides: \$10-\$20 per person, per day

#### **Travel Issues**

Problems with itinerary will be handled by Bee Fly Luxury Travel and/or the travel supplier named on your final documents. In the event of an emergency please contact Bee Fly Luxury Travel or your travel supplier for further direction.

## Luggage

Checked bags are typically limited to total dimension of 62 inches by adding length, width, and height and a maximum weight of 50 lbs (23kg). Many airlines apply charges for checked bags. Bee Fly Luxury Travel is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form MUST be filled with the carrier before leaving the airport. We recommend that you use brightly colored luggage tags, straps or identifiers to help locate you luggage upon arrival or to describe it if it is lost.

#### **Health Requirements**

Check with your healthcare provider for up to date requirements. You may also check the Centers for Disease Control (www.cdc.gov) and/or the World Health Organization (http://www.who.int.en/) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the trip, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger.

#### **ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

### Confidentiality

- All information shared with Bee Fly Luxury Travel is confidential including traveling dates, itinerary, price schedules and traveler information. Each party may be given access to such Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that;
  - is or becomes publicly known other than through any act or omission of the receiving party:
  - was in the other party's lawful possession before the disclosure;
  - is lawfully disclosed to the receiving party by a third party without restriction on disclosure:
  - is independently developed by the receiving party, which independent development

can be shown by written evidence; or

- is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- Each party shall hold the other's confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

## Modification, Alteration of Policies and Severability

These terms constitute the entire agreement between Bee Fly Luxury Travel and you. We reserve the right to make changes to such terms and conditions and/or policies at any time which may include but are not limited to changes related to itinerary that are in the best interest of the traveler. Such instances may include change of destination due to weather events or other safety related situations affecting the travelers intended destination. This also includes change of flights and/or accommodations to reflect a more desirable itinerary.

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity of remaining arrangements.

#### **Termination of Contract**

These terms of use are effective and shall be effective from the date of signed contract and shall continue in effect until terminated by either you or us or until travel arrangements listed above are complete.

We may immediately terminate these terms of use with respect to you at our absolute discretion including, without limitation, if you breach or fail to comply with this contract.