

TRAVEL AGENCY

Terms & Conditions

These Travel Agency Terms and Conditions ("Terms") govern the relationship between the Travel Agency identified below ("Agency," "we," "our," or "us") and any individual or entity ("Traveler," "you," or "your") who books, purchases, or participates in travel arrangements or related services coordinated by the Agency. By booking travel services through the Agency, you agree to be bound by these Terms. Please review this document carefully before confirming your reservation.

Travel Agency Name	
579 Shadow Oaks Dr	
Stn Mtn, GA 30087	
770-469-7370	
judith@whitesandtraveler.com	
Last Updated	

1. DEFINITIONS

- (a) "Agency" means the travel agency identified above, including its owners, employees, and authorized agents.
- (b) "Traveler" means any individual or entity who books, purchases, or participates in travel arrangements arranged by the Agency, whether independently or as part of a group.
- (c) "Supplier(s)" means third-party providers including, without limitation, airlines, hotels, cruise lines, tour operators, transportation companies, insurance providers, and other independent contractors who supply travel-related products or services.
- (d) "Travel Services" means all travel planning, booking, consulting, and coordination services provided by the Agency, including without limitation flights, accommodations, tours, transportation, insurance, excursions, and related travel arrangements.
- (e) "Booking" means a confirmed reservation for Travel Services, whether paid in full or in part.
- (f) "Final Payment Date" means the date by which full payment for a Booking must be received, as specified by the applicable Supplier or the Agency.

2. DESCRIPTION OF SERVICES

The Agency provides professional travel planning and coordination services to help clients research, organize, and complete travel arrangements suited to their interests, preferences, and budget. Our services may include, but are not limited to, recommendations, itinerary design, coordination of flights, hotels, transportation, insurance, excursions, and cruises, as well as assistance with visas, entry requirements, and other travel-related needs.

While the Agency strives to deliver a seamless travel experience, many travel components depend on independent Suppliers. The Agency acts solely as an intermediary between Travelers and Suppliers and cannot guarantee the performance or quality of any third-party service. All travel arrangements are subject to the terms and conditions of the applicable Supplier(s), which are incorporated by reference into these Terms.

3. BOOKING CONFIRMATION AND ACCEPTANCE

No Booking is confirmed until the Agency has received the required deposit or payment and has issued written confirmation. The Traveler is responsible for reviewing all Booking confirmations promptly and notifying the Agency in writing of any discrepancy within forty-eight (48) hours of receipt. Failure to timely report a discrepancy may limit the Agency's ability to correct the error without additional cost to the Traveler.

4. DEPOSITS AND PAYMENTS

The Traveler agrees to pay all deposits and final payments by the deadlines disclosed at the time of Booking. Failure to remit payment by the Final Payment Date may result in automatic cancellation of the Booking by the Supplier, forfeiture of deposits, and cancellation penalties, none of which shall be the responsibility of the Agency.

5. AGENCY SERVICE FEE

The Agency may charge a planning and service fee in addition to the cost of Travel Services booked. This fee, where applicable, is disclosed to the Traveler prior to Booking and is non-refundable once earned, regardless of whether the underlying travel is completed, changed, or cancelled.

6. PRICING INCLUSIONS AND EXCLUSIONS

Quoted prices include only the specific Travel Services described in the Booking confirmation. Unless expressly stated otherwise in writing, quoted prices do not include items such as meals not specified in the itinerary, optional excursions, travel insurance, gratuities, personal expenses, visa fees, or airport-to-hotel transfers not part of the confirmed itinerary.

7. TAXES AND GOVERNMENT FEES

All prices are subject to applicable taxes, government fees, port charges, resort fees, fuel surcharges, and other third-party charges that may be assessed by Suppliers or government authorities. These charges are the responsibility of the Traveler and may not be fully known at the time of Booking.

8. AIR TRAVEL

Airline schedules, routes, and fares are controlled exclusively by the airlines and are subject to change without notice. The Agency is not responsible for flight delays, cancellations, schedule changes, denied boarding, or lost or damaged baggage. The Traveler should reconfirm flight times directly with the airline prior to departure and should arrive at the airport with sufficient time to complete check-in, security, and boarding procedures.

9. CHANGES REQUESTED BY TRAVELER

Any change requested to a confirmed Booking is subject to the applicable Supplier's change policy and may incur Supplier-imposed change fees in addition to the Agency's own change-processing fee, where applicable. The Agency will use commercially reasonable efforts to accommodate requested changes but cannot guarantee that the original pricing, availability, or itinerary will remain available.

10. CANCELLATIONS BY TRAVELER

Cancellation by the Traveler is subject to the cancellation policy of each Supplier involved in the Booking. Many travel products, including certain airfares, cruise fares, and tour packages, are non-refundable in whole or in part. The Agency's service fee described in Section 5 is non-refundable upon cancellation, regardless of the reason for cancellation.

11. AGENCY CANCELLATION, CHANGES, AND OTHER CANCELLATIONS

In the event a Supplier cancels, reschedules, or materially alters a confirmed Booking, the Agency will notify the Traveler as promptly as reasonably possible and will assist in pursuing applicable refunds, credits, or rebooking options in accordance with the Supplier's policies. The Agency shall not be responsible for losses, additional costs, or inconvenience resulting from Supplier-initiated cancellations or changes that are outside the Agency's control.

12. REFUNDS AND REIMBURSEMENTS

Refunds owed to the Traveler will be processed by the Agency only upon the Agency's actual receipt of corresponding funds from the applicable Supplier. The timing of refunds is determined solely by the Supplier and may take several weeks or longer. The Agency shall not be liable for delays in Supplier-controlled refund processing.

13. TRAVELER RESPONSIBILITIES

It is the sole responsibility of the Traveler to ensure that all individuals on the Booking satisfy the following:

- (a) Possession of a valid passport with the minimum remaining validity required by the destination, and any identification required for domestic travel, including REAL ID-compliant identification where applicable;
- (b) Securing all necessary visas, ETA/ETIAS authorizations, or other entry documentation required by destination and transit countries;
- (c) Compliance with all applicable health, safety, and vaccination requirements or advisories; and
- (d) Arrival at all departure points with sufficient time to complete check-in, security, and boarding procedures.

The Agency shall not be liable for denied boarding, entry refusal, deportation, fines, missed connections, or any other consequence resulting from the Traveler's failure to satisfy these requirements.

14. TRAVEL INSURANCE

The Agency strongly recommends the purchase of travel insurance to protect against trip cancellation, interruption, medical emergencies, evacuation, and baggage loss. The Agency may provide information about available travel insurance products but does not act as a licensed insurance agent or broker unless separately disclosed. If the Traveler declines travel insurance, the Traveler assumes full financial responsibility for losses that travel insurance would otherwise have covered.

15. HEALTH, SAFETY

Travel to certain destinations may involve inherent risks, including political instability, natural disasters, disease outbreaks, and varying standards of medical care and infrastructure. Travelers are encouraged to review travel advisories from the U.S. Department of State and health guidance from the U.S. Centers for Disease Control and Prevention prior to booking and prior to departure. The Agency makes no representation or warranty regarding destination safety and shall not be liable for injury, illness, or death arising from destination conditions.

16. INTERNATIONAL REQUIREMENTS

International travel is subject to the laws, customs, and entry requirements of each destination and transit country, which are subject to change without notice. The Agency will use reasonable efforts to provide general guidance but is not responsible for verifying each Traveler's eligibility to enter any country. It is the Traveler's responsibility to confirm current entry requirements directly with the relevant embassy or consulate prior to departure.

17. STATE DEPARTMENT AND TRAVEL ADVISORIES

The Traveler acknowledges responsibility for reviewing applicable travel advisories published by the U.S. Department of State prior to booking and prior to departure. Booking travel to a destination with an elevated advisory level does not entitle the Traveler to a refund or cancellation without penalty unless otherwise required by the applicable Supplier's policy or by law.

18. REAL ID REQUIREMENTS

Travelers flying within the United States must present identification compliant with the REAL ID Act, or another acceptable form of identification accepted by the Transportation Security Administration (TSA), such as a valid passport. It is the Traveler's sole responsibility to ensure compliance with applicable identification requirements prior to travel.

19. ETA / ETIAS

Certain destinations require travelers to obtain an Electronic Travel Authorization (ETA) or European Travel Information and Authorization System (ETIAS) authorization prior to arrival. These requirements are subject to change, and it is the Traveler's responsibility to confirm and obtain any required authorization prior to departure.

20. MINORS

Where a Booking includes one or more minors, the adult Traveler represents that they have full legal authority to make travel arrangements on behalf of such minors, or have obtained consent from all individuals with legal custody or parental authority. Compliance with documentation requirements applicable to minors traveling internationally, including any required consent letters, is the sole responsibility of the Traveler.

21. MEDIA RELEASE

Unless the Traveler notifies the Agency in writing prior to travel, the Traveler grants the Agency a limited, non-exclusive license to use photographs or video taken during group travel arrangements coordinated by the Agency for the Agency's marketing and promotional purposes, without compensation to the Traveler.

22. ACCURACY OF INFORMATION

The Traveler is responsible for providing accurate and complete information at the time of Booking, including full legal names matching government-issued identification, dates of birth, and passport details. The Agency is not responsible for additional costs, denied boarding, or other consequences arising from inaccurate information provided by the Traveler.

23. FORCE MAJEURE

The Agency shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, severe weather, pandemic or epidemic, government action, civil unrest, terrorism, strikes, or Supplier insolvency. Refund and credit availability under such circumstances is governed by the policies of the applicable Supplier.

24. ELECTRONIC COMMUNICATIONS

The Traveler consents to receive Booking confirmations, itinerary updates, and other communications related to these Terms by email or other electronic means, and is responsible for monitoring the contact information provided to the Agency for time-sensitive updates.

25. DATA PROTECTION

The Agency collects and processes personal information solely to arrange and manage Travel Services, including sharing necessary information with Suppliers to complete Bookings. The Agency handles personal information in accordance with its Privacy Policy and applicable data protection laws, including, where applicable, the California Consumer Privacy Act (CCPA).

26. INDEMNIFICATION

The Traveler agrees to indemnify and hold harmless the Agency and its owners, employees, and agents from any claims, damages, losses, or expenses, including reasonable attorneys' fees, arising out of the Traveler's breach of these Terms, provision of inaccurate information, or violation of any law or Supplier policy applicable to the booked travel.

27. LIMITATION OF LIABILITY AND DISCLAIMER

The Agency acts only as a booking agent and intermediary in arranging Travel Services with independent Suppliers. The Agency does not own, operate, manage, or control any Supplier and shall not be liable for injury, damage, loss, accident, delay, or irregularity caused by the act, omission, or default of any Supplier or other third party.

To the maximum extent permitted by applicable law, the Agency's total liability for any claim arising out of or related to these Terms shall not exceed the total Agency service fees actually paid by the Traveler. In no event shall the Agency be liable for indirect, incidental, consequential, or punitive damages. Nothing in these Terms limits liability for the Agency's own gross negligence or willful misconduct, or to the extent such limitation is prohibited by applicable state law.

28. SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

29. NO WAIVER

No failure or delay by the Agency in exercising any right under these Terms shall operate as a waiver of that right.

30. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the state in which the Agency maintains its principal place of business, without regard to its conflict of laws principles.

31. ARBITRATION

Any dispute arising out of or relating to these Terms that cannot be resolved through good-faith negotiation shall be resolved by binding arbitration administered by a mutually agreed arbitration provider, in accordance with its rules then in effect. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Nothing in this section precludes either party from seeking relief in small claims court for disputes within that court's jurisdictional limits.

32. NOTICES

All notices under these Terms shall be in writing and delivered to the address or email address set forth in the party information table above, or such other address as the Agency may designate in writing.

33. DISCLAIMER

These Terms do not constitute legal, financial, medical, or insurance advice. The Agency makes no warranties, express or implied, regarding the suitability, safety, or quality of any third-party Supplier, destination, or service arranged on the Traveler's behalf.

34. SELLER OF TRAVEL DISCLOSURE

Depending on the Traveler's state of residence and the nature of services provided, the Agency may be required to register as a "seller of travel" under applicable state law, including the laws of California, Florida, Hawaii, and Washington. Where applicable, the Agency's registration number is disclosed in the party information table above.

35. TRUST ACCOUNT DISCLOSURE

Where required by applicable state law, funds received by the Agency for the purchase of Travel Services are held in a trust or client funds account until disbursed to the applicable Supplier or refunded in accordance with these Terms. The Agency shall comply with all applicable state requirements governing the handling and disbursement of client travel funds.

36. ACKNOWLEDGMENT

By booking Travel Services with the Agency, the Traveler acknowledges having read, understood, and agreed to be bound by these Terms and Conditions in their entirety.

Signature
Print Name: _____
Title: _____
Date: _____
Travel Agency

Signature
Print Name: _____
Title: _____
Date: _____
Traveler