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## Agency Services Agreement

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### Dear Prospective Client:

"Thank you for contacting us. We are always excited to meet new friends and travelers. We are honored to be able to share with you our greatest passion: TRAVEL"

- **Takila S. James**

**Our promise to you is** to provide you with pristine customer service, outstanding value and confidence in a *hassle free* vacation experience. We are dedicated to delivering you a vacation experience of a lifetime! Because of our industry relationships and training from top travel suppliers, we know exactly where to go to find the most updated prices, newest products, and special guest promotions. As your personal Travel Agency, we will devote sincere time and effort into making sure you're fully satisfied with your travel options and that your style and unique interests are considered when planning your vacation package; delivering to you the greatest value for your budget.

**Understanding travel is a competitive industry;** no matter what pricing we offer you, there will always be someone willing to undercut it. So, *if pricing is your only consideration for this trip, we may not be a good fit for you.* We utilize our expert guidance to make sure you receive the best value and get the most for your money. Your satisfaction is our success. If you find the equivalent vacation package online for less, tell us; when comparing Apples-To-Apples, we can often price match or better!

**We work for you, not the supplier.** We are here to help you with every detail of the process and act as *your advocate* should you have a problem during your trip. If you need assistance, we're just a telephone call or e-mail away; so you will receive the immediate attention you want, need and deserve. We will provide you with the personal service that the automated online, bulk travel sites cannot offer... we answer our own phones, respect your personal preferences, understand your needs, and usually even recognize your voice! *We are here for you.*

**What we are asking of you** is that you have the same level of commitment to us that we have to you. We know how valuable your time is - as ours is valuable too. Saving time is just one of the many reasons you have chosen to consult a professional travel agent to assist you with your travel plans. In an effort to provide valuable service to our qualified clients, we ask that once we begin the research for your trip that your intentions are to book with SimplyFABulous Travel Group.

**Prior to making a Deposit or Full Payment on travel packages,** it is important to understand travel supplier standards of pricing. Prices quoted are valid on date quoted, and **subject to change until secured by Deposit Payment;** after which the base package price is fixed, but final costs are subject to fluctuations from government imposed fee changes. The travel products being purchased may be subject to additional surcharges, and fees imposed by individual suppliers or government entities after the purchase date. These post-purchase amounts may be for reasons varying from currency exchange fluctuations, fuel surcharges, changes to foreign port charges and new travel taxes. Any changes in fees will be immediately conveyed to clients, include detailed reason of change, and options to handle payment. See Pre-Travel Consumer Disclosure Notice for details of Mandatory Disclosures.

**Thank you for considering us for your vacation planning. We look forward to working with you and building a sincere relationship based on a commitment to forthrightness, mutual respect, and communication and is required to receiving a written quote for travel.**



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## Terms & Conditions

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### PRICE QUOTES

Price quotes for travel are not guaranteed until reservations are confirmed with full passenger names and deposit payment. Quotes on airfare are not confirmed until paid in full and can change without notice. All prices are subject to change without notice and are subject to availability. Unless otherwise noted price quotes typically do not include airfare, gratuities, meals, telephone calls, resort fees, incidental items, souvenirs, airport transfers, or travel insurance.

### DIY (Do It Yourself) BOOKINGS

The DIY links on this website are provided for browsing purposes. We strongly recommend contacting us before creating any bookings through these links. By creating your own bookings, you assume any & all liability for any errors associated with those bookings (including but not limited to misspellings, errors in dates of birth, incorrect travel dates, incorrect airports, etc.). SimplyFABulous Travel Group is not liable for any financial penalties associated with errors in DIY bookings.

### PAYMENTS

Payment schedules are set forth by the individual suppliers and due on the dates specified. Failure to pay on time can result in automatic cancellation by the supplier, and can lead to the forfeiture of prior payments. All major credit cards are accepted unless otherwise noted by suppliers.

### REVISIONS, CANCELLATIONS, AND REFUNDS

Revision, cancellation, and refund policies vary by supplier. Supplier cancellation fees can be up to 100% of the trip cost. No-shows are nonrefundable.

Refund restrictions and policies for unused travel or vacation components vary and are subject to applicable rules of each supplier. Insurance premiums, airfare, and some supplier fees are nonrefundable. Please inquire about supplier refund policies at the time of booking. Other restrictions may apply.

Travel insurance may be purchased, which **may** cover cancellation for **covered reasons** as outlined in the insurance policy. Insurance policies vary with differing exclusions (such as pre-existing medical conditions, work related issues, change of mind, etc.).

### TRAVEL SAFETY

It is the responsibility of every passenger to familiarize themselves with the destination(s) they are visiting. This includes checking the State Department website for travel warnings or alerts. SimplyFABulous Travel Group is not responsible for personal injuries, death, property damage or other damages or expenses resulting from causes outside of their control.

### REQUIRED IDENTIFICATION

Photo identification is required for **all** travel. Passports are required for international travel and some countries require a visa. Travelers will not be permitted to depart without the proper identification. It is the responsibility of the traveler to verify what documentation is needed, and to have it in order. Please check with the U.S. Department of State for more information related to your travel destination. Special documentation is required for minor children traveling with or without their parents. If traveling with children, please check with the supplier before departure for any specific policies or restrictions.



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Non-U.S. citizens must contact the consulate of any countries you are visiting to verify any visa requirements. Non-U.S. citizens residing in the U.S. must also contact the U.S. Citizenship and Immigration Service for re-entry requirements into the U.S.

#### **TRAVEL DOCUMENTS**

Once received by **SimplyFABulous Travel Group** all travel documents are emailed to you. For late bookings and re-bookings, or if expedited delivery of documents is necessary, a minimum \$25 shipping fee will apply. We check all documents prior to delivery – please check your documents to confirm accuracy of all information. Call us immediately at (713) 364-5322 if any errors are found. Tickets and vouchers are negotiable instruments – keep them in a safe place at all times. Lost, stolen, or destroyed tickets/vouchers cannot be replaced or refunded.

#### **AIRLINE CONFIRMATIONS, CHECK-IN, SEAT ASSIGNMENTS, MISSED FLIGHTS**

It is important that you confirm your flights with the airline prior to departure: 24 hours in advance for domestic flights, and 72 hours in advance for international flights. Failure to confirm international flights or failure to use any portion of an airline reservation may result in automatic cancellation by the airline for all continuing and return flights. Familiarize yourself with your airline's policies and requirements before booking.

Unless stated otherwise by the airlines, it is important to arrive at the airport at least 2 hours prior to departure for domestic flights and 3 hours prior to departure for international flights. Late arrival at the airport can result in loss of assigned seats or denial of boarding. Denial of boarding is not eligible for refund or travel insurance reimbursement. Airfare re-bookings are subject to airline penalties, re-booking fees, plus any cost difference of the new flight. Seat assignments are subject to change by the airline without notice.

#### **DISCLAIMER OF LIABILITY**

All prices are thought to be accurate, available, and current. The information, products, and services may include inaccuracies or typographical errors. SimplyFABulous Travel Group does not guarantee the accuracy of, and disclaims liability for inaccuracies, including but not limited to the price, information, and description of the products and services described on this website. SimplyFABulous Travel Group is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any supplier, or personal injuries, death, property damage or other damages or expenses resulting from causes outside of the control of SimplyFABulous Travel Group.

SimplyFABulous Travel Group shall not be responsible for travel delays or cancellations or any illness, death, injury, damage, or loss of vacation time arising there from. Changes to cruise ports of call or itineraries due to mechanical, weather, or world events beyond our control are at the sole discretion of the cruise line and may occur without notice. Any applicable compensation resulting from such occurrences is also at the sole discretion of the supplier. SimplyFABulous Travel Group shall not be liable for any injuries, damages, or losses incurred by the traveler in connection with, or by supplier employees or contractors, terrorist activities, social or labor unrest, mechanical or construction failures, or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside of the control of SimplyFABulous Travel Group.

The Traveler assumes the complete and full responsibility for checking and verifying any and all passport, visa, inoculations, or other entry requirements for each destination, as well as re-entry into the U.S., and all safety or security conditions at such destinations, in connection with the proposed travel. For information concerning possible dangers at international destinations, check the Travel Advisory Section of the U.S. Department of State website.



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## Pre-Travel Consumer Disclosure Notice

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PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARE INVOLVES RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES

SimplyFABulous Travel Group and agent, Takila S. James (herein "Travel Agency/Agent") is acting as a mere agent for SUPPLIERS; (identified on your reservation documents) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency/Agent (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Travel Agency/Agent, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience, or injury to travels or travelers' companions or group members.

Prices are based on today's prices and specials. If not booked right away prices can and usually will change, Agency/Agent cannot guarantee the price until Deposit is completed unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary. Travel Agency/Agent does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of hotel accommodations chosen, and agree that Agency/Agent will not be responsible if they are not satisfied.

### **Risks, Cancellations and Insurance**

**Traveler assumes complete and full responsibility for, and hereby releases**

<http://travel.state.gov/travel/warnings.html>

For medical information, call the U.S. Centers for Disease Control (CDC) (404) 332-4559 or log on to [www.cdc.gov/travel](http://www.cdc.gov/travel)

Traveler releases SimplyFABulous Travel Group and agent, Takila S. James from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. It is the passenger's responsibility to have proper passports or government issued IDs where permitted. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5225, or access the State-Department's online travel advisory service.

SimplyFABulous Travel Group and agent, Takila S. James shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorists acts, bankruptcy or cessation of supplier or carrier services, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (E.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of ) SimplyFABulous Travel Group and agent, Takila S. James.



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If travel plans are delayed or cancelled for any reason there will be no refunds issued by SimplyFABulous Travel Group and agent, Takila S. James. There will be no refunds for cancellations made 90 days or less before departure, including cancellations due to actual or threatened terrorist event. There will be no refunds due to fear of travel from actual or threatened terrorist.

It is the traveler's responsibility to protect their purchases by purchasing Travel Insurance. Travel Insurance protects against numerous risks; information is available through this Agency/Agent regarding travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

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### Client Services Disclosure

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Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### Acknowledgement

- I hereby acknowledge receipt of and understanding of the presented "Agency Services Agreement". I understand this is a disclosure of business practices and expectations and I agree to accept upon my submission.
- I acknowledge receipt of and understanding of the "Terms & Conditions".
- I acknowledge receipt of and understanding of the "Pre-Travel Consumer Disclosure Notice".