



## YOUR AGREEMENT WITH DESTINATIONS BY DESIGN, LLC

**RESPONSIBILITY** - DESTINATIONS BY DESIGN, LLC offers retail travel services that are provided by separate and independent vendors of travel services to our clients. DESTINATIONS BY DESIGN, LLC represents and acts as agent for disclosed principals and independent contractors, including carriers, transportation companies, tour operators, wholesalers, service companies, hotels, etc. DESTINATIONS BY DESIGN, LLC does not operate, control, or otherwise provide the services of the aforementioned travel vendors. Customer agrees and understands that DESTINATIONS BY DESIGN, LLC is not responsible or liable for any acts, omissions, financial stability, delays or changes by any of these entities. Neither DESTINATIONS BY DESIGN, LLC nor any of its representatives shall be or become liable or responsible for any loss, injury, damage to person, property, or otherwise in connection with any accommodations, transportation or other services resulting directly or indirectly from any extraordinary circumstances, including but not limited to acts of God, dangers incident to the sea, fire, breakdown in machinery, acts of governments, de jure or de facto, war, hostilities, civil disturbances, strikes, riots, thefts, epidemics, medical quarantines, customs regulations, defaults, delays or cancellations of or changes in itinerary, routing or schedules from any cause beyond the control of DESTINATIONS BY DESIGN, LLC or from any loss or damage resulting from insufficient or improperly issued passports, visas or other documents. In the event an airline or travel vendor declares bankruptcy, it is not obligated to carry the client or to provide funds. Money given to DESTINATIONS BY DESIGN, LLC immediately becomes the property of the airline or travel vendor as required by law. DESTINATIONS BY DESIGN, LLC is not allowed to provide refunds for vendors who have declared bankruptcy. If an airline or travel vendor declares bankruptcy, it might continue services or stop completely. Other airlines or travel vendors might provide alternative services under the limited circumstances. Credit card payments are recommended as they may offer customers the opportunity to dispute charges in the event a vendor ceases operations.

**CUSTOMER IDENTIFICATION AND PROOF OF CITIZENSHIP** - Transportation Security Administration (TSA) requires all airline passengers to provide the following Secure Flight Passenger Data:

- Full Name as it Appears on Government-Issued I.D. (must comply with the Federal Real ID Act effective October 1, 2021)
- Date of Birth
- Gender
- Redress Number (if available)

Names provided to Destinations by Design, LLC for customers must be an **EXACT MATCH** to the Government-Issued ID that will be used during travel. The customer is responsible for all fees and expenses that may be incurred due to an incorrect name, or to the denial of travel due to an incorrect name. A name revision fee of \$50 per person will be assessed by Destinations by Design, LLC for name corrections or revisions, in addition to fees assessed by airlines and/or other suppliers.

It is the customer's responsibility to verify that a passport is valid at the time of departure, remains valid for a minimum of six months beyond the return travel date, and contains sufficient BLANK pages to attach any required visas for their travel. **Some countries may require that children under 18 years of age must travel with the consent of both parents.** Please verify the most current documentation and entry requirements with the country's consulate, an immigration office, or at [www.travel.state.gov](http://www.travel.state.gov). Failure to comply with these regulations may result in denied boarding, denied entry, and/or government-imposed fines. No refund will be issued for losses incurred as a result of failure to obtain or provide required valid documentation.

Updated information regarding security measures and requirements for air travel are available at <http://travel.state.gov>. It is highly recommended for the customer to check this website for possible changes due to security measures and air travel for their scheduled destination(s). It is the customer's responsibility to verify current entry requirements and obtain the necessary travel documentation based on the country of origin, destination, and any countries in which a stop is scheduled. An entry visa and passport may be required.

**PAYMENTS** - Destinations by Design, LLC strongly recommends using a credit card for travel purchases so customers may exercise their rights under the Fair Credit Billing Act if clients do not receive the services purchased. Destinations by Design, LLC accepts major credit cards including Visa, Mastercard, American Express, and Discover. Customers must provide a signed charge authorization agreement for every transaction. Customer authorization is a binding agreement for Destinations by Design, LLC to charge the customer's card, and as such, customer waives any right to a chargeback in the case of cancellation for any cause (excepting fraud), including a force majeure event, as defined herein, and agree to refund policies and procedures as outlined in these terms and conditions. In the event a client attempts to chargeback, reverse or recollect a trip payment already made without our authorization, Destinations by Design, LLC reserves the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

**DOCUMENTS** - It is the customer's responsibility to review travel documents for accuracy within 12 hours of receipt, or as stated in the customer confirmation. Changing any part of the travel documents may result in significant fees by the supplier and/or Destinations by Design, LLC. Documents will be issued on fully paid reservations prior to departure. Fees apply for the replacement of lost or destroyed documents and for expedited delivery.

**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.**

**CHANGES PRIOR TO DEPARTURE** – Destinations by Design, LLC may assess a fee for each customer-initiated change to the reservation after receipt of payment. Additional airline, hotel, and/or supplier fees may also be charged. Any change made may result in the reservation being re-priced at the rate in effect at the time of the change. A “name change” constitutes a cancellation and cancellation fees will apply.

**CANCELLATIONS & REFUNDS** – Destinations by Design, LLC may assess a fee for each customer-initiated cancellation to the reservation after receipt of payment. Additional airline, hotel, and/or supplier fees may also be charged. Once travel has begun, there will be no refunds for any unused or partially used travel component for any reason. While every effort will be made to provide all items on the travel itinerary as booked, Destination by Design, LLC reserves the right to cancel or alter any reservation for any reason prior to departure. Should this occur, Destinations by Design, LLC will make refunds without any further obligation.

**SCHEDULED AIR CANCELLATIONS & CHANGES** – Once scheduled air tickets are issued, no changes are allowed. Scheduled air tickets are non-refundable. Rebooking scheduled air, if airline permits rebooking, with an airline-imposed change fee may be possible if the reservation is canceled with the airlines at least 24 hours prior to the scheduled departure time. Regular cancellation penalties will apply to the land portion of scheduled air bookings.

**PROFESSIONAL SERVICE FEES** - Destinations by Design, LLC reserves the right to charge professional service fees. See below for fee schedule; contact your travel advisor for details. All fees are non-refundable.

- Research and Planning fee: \$0 to \$250 per destination
- Cancellation: up to 10% of total booking
- Air Transaction | Domestic: \$0 to \$35 per ticket
- Air Transaction | International: \$0 to \$100 per ticket
- Air Transaction | Unaccompanied Minor: \$0 to \$100
- Air Transaction | Changes: \$0 to \$100 per ticket

- Car Rental: \$0 to \$50
- Pursuing Refunds Due from Suppliers: up to \$250

**CLAIMS DEADLINE AND EXCLUSIVE JURISDICTION** - Customers agree to present any claims against Destinations by Design, LLC within 30 days after trip end date and to file suit within one year of the incident and acknowledge that this expressly limits the applicable statute of limitations to one year. Customers hereby release Destinations by Design, LLC from all claims arising out of any problem covered in this paragraph. CUSTOMERS AGREE THAT THE COURTS IN RICHLAND COUNTY, SOUTH CAROLINA WILL BE THE EXCLUSIVE JURISDICTION FOR ALL CLAIMS BROUGHT BY YOU THE CUSTOMER OR Destinations by Design, LLC, AND YOU THE CUSTOMER HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF THOSE COURTS.

By booking your arrangement with Destinations by Design, LLC, you are agreeing to be bound by the terms of this agreement and any additional terms and conditions of any supplier that are applicable to your booking arrangements. The lead passenger assumes the responsibility of sharing these terms and conditions with each passenger in their group, including payment of all amounts when due. It is the responsibility of each passenger to read the terms and conditions in its entirety. In addition, Destinations by Design, LLC reserves the right to modify these Terms and Conditions. If there is any part of these terms and conditions that you do not agree with, please do not use our travel services.