***Travel Agent Terms and Conditions***

Please read these Terms and Conditions carefully before using agent’s services as use of these services is on the condition of your accepting of and compliance with said Terms. These Terms and Conditions apply to all individuals in your travel party.

By accessing or using agent’s services you agree to be bound by these Terms. If you disagree with any part of the terms, contact me immediately for clarification. These Terms and Conditions may be modified or replaced at any time. Should that happen, the updated document will be provided to you at least 14 days before the new Terms and Conditions would begin to take effect.

You are also subject to any travel supplier’s specific Terms and Conditions. Review those as well. They have been or will be supplied to you during your quote process.

**Services may include but are not limited to:**

* An introductory phone or video consultation to gather goals, budget and preferences for your trip.
* ​Research and creation of a detailed quote for the destination discussed during the phone or video consultation. (Service fees will apply for more destination research and quoting.)
* Dining, tours, excursions, packages, transfers and other reservations made at the appropriate timing in relation to your departure date and planning tier for your vacation as laid out in agent’s Menu of Services.
* Consistent contact via email with planning details as laid out in agent’s Menu of Services to enhance you trip planning and preparation based on available information with frequency in relation to your departure date.
* Final payment made on time with flexible payments available based on the supplier’s requirements and restrictions.
* Personalized itinerary planning sent six (6) days or more prior to your departure.
* Pre-trip check-in to ensure your receipt of your itinerary and address any questions prior to your arrival.
* Post trip check-in for feedback for both agent’s services as well as your experience with various suppliers.

TRAVELERS VOLUNTARILY ASSUME ALL RISKS related to their travel including exposure to Covid19 or other communicable diseases; acts of terrorism, acts of God; accidents or any other incidents that occur while traveling or as a direct result of said travel.  Travelers release all related liability and willingly accept risks by placing a deposit on vacation.

Travelers are required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify immediately if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger’s LEGAL first & last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

TRAVEL DOCUMENTS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases agent from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. Agent recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements including but not limited to expiration date(s).

PRICING: Prices and availability quoted are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Passenger agrees travel agent is not responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold WFT harmless for any actions or damages arising from Supplier pricing. Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that WFT is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control.

COMMUNICATION: The travel industry is constantly changing. Once you receive a quoted rate, respond with your decision to book no longer than three days. Pricing and availability are NOT guaranteed until your payment has been processed.

**Fee Structure:**

* Research Fee: Every effort is made during the quote process to take into consideration all the information given to the agent - your budget, dates, requirements, requests, etc. Should you require more research than the two complementary quotes offered or opt to change the parameters of your trip a $25 fee for the additional research time per occurrence.
* Ticket Only Fee: This minimal fee allows the agent to offer you personalized services when a vendor does not provide compensation for certain 1-2 day tickets. These fees apply for any 1-day base tickets for Universal Parks ($10/person) as well as any 1-2 day base or Hopper tickets for Disney parks ($20/person) for each occurrence of ticket only purchases.
* Cancellation Fee: Because the agent is paid by the vendor AFTER travel, the cancellation fee is the only way of being compensated should you need to cancel your trip. This fee is 5% of the total booked cost of your trip, per occurrence. It is non-refundable and nontransferable, and it is separate from the cost of your trip.
* Change Fee: Changing or rebooking takes a similar amount of effort as many times it requires several hours on hold with the supplier to make the changes. This fee ensures the agent compensated for additional time needed. This fee $50 per bedroom/stateroom booked, per occurrence. It is non-refundable and nontransferable, and it is separate from the cost of your trip.

No charges will be incurred without a notice before these services or changes are implemented.
Fees will be submitted via Venmo. Fees are non-refundable and will not be applied toward the client’s vacation package. Once the fee is submitted, work will begin to secure requested changes.

Services may contain links to third-party web sites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web site or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, or any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

**GOVERNING LAW**
These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Ohio. Should it become necessary to seek relief from the court or other mediation resources under these Terms and Conditions, the prevailing party shall be awarded reasonable expenses and attorney’s fees.

**SPECIAL NOTICE**
If you have any legal issues such as criminal convictions that could prevent you from traveling inside or outside of the United States including cruises, it is YOUR responsibility to verify your ability to travel. Wishes Family Travel and Carrie Fulton will not be responsible for any denied boarding and/or denied entry due to legal matters.

Each foreign country holds different views of past criminal offenses - if you have a current or past offense, please contact that country directly for entry and exit requirements. Travelers with DWI or DUI records should check whether current rules exclude admission to foreign destinations. We feel it is an invasion of privacy for members of our staff to make such an inquiry and these requirements remain the traveler’s responsibility. For further information, please visit the U.S. State Department web site: travel.state.gov.

Felonies that can be denied entry to Mexico: [**https://helpforfelons.org/can-a-felon-travel-to-mexico/**](https://helpforfelons.org/can-a-felon-travel-to-mexico/)
As an example, Canada often denies entry to travelers with a DUI conviction.
Examples are and not limited to: Alimony, Child Support Payments, DUI, IRS, Pending Warrants, Legal Convictions, Federal Charges, No-Fly List."

**WISHES FAMILY TRAVEL TERMS AND CONDITIONS**
Please [**follow this link**](https://wishesfamilytravel.com/about-us/terms-conditions/) to review the full terms for Wishes Family Travel.

**CONTACT US:**
If you have any questions concerning these Terms and Conditions, please contact us.
**Last updated: March 27, 2023**