

Terms & Conditions

We are Lamour Tours & Travel, LLC, DBA “Lamour Travel” and are excited to help you with your travel experience. The following terms & conditions (the "Agreement") describe what you can expect from us. The terms "we", "us", and "our" refer to Lamour Tours & Travel, LLC, DBA Lamour Travel and the term "you" , "your", "client" and "passenger(s)", refers to the individual who signs this agreement.

You warrant that You are at least 18 years of age and possess the legal authority to enter into this Agreement and to use this service in accordance with the terms and conditions herein. Please read the Terms carefully before agreeing. Please note, LAMOUR TOURS & TRAVEL, LLC reserves the right, in Our sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications, alterations, and updates shall be effective immediately upon posting. You agree to be bound by such modified, altered, and updated Terms after We have posted notice of such modifications, alterations or updates. You may use the services and/or products offered hereunder as long as You comply with the Terms.

Bookings, Deposits & Payments

Professional Services Fee is a non-refundable service fee retained by us before any travel research for our expertise, research, recommendations, preparation of quotes and itineraries, making reservations and booking for each travel element of the trip, administration of your booking from deposit to departure.

The professional services fee is not applied to any fees pertaining to any trip deposits, packages, nor any other fees that may pertain to your trip.

Fee Structure

Professional Services Fee:

- \$150 per trip under 5 days and/or 4 guests or less
- \$250 per trip over 5 days and/or over 4 guests

Other Fees:

- \$50 per person - Domestic Air only booking
- \$100 per person - International Air only booking
- *Commissions are paid directly to Lamour Tours & Travel, LLC by the Cruise line, Hotels, Tour Operators, and other Suppliers. **DEPOSITS** due to Cruise line, Hotels, Tour Operators, and other Suppliers will go directly to those third party services. Deposits contribute to the overall cost of your vacation. Vacation prices and packages are subject to change if deposit is not received. Reservation is not guaranteed without a deposit. A deposit is due at the time of reservation. All deposits are non-refundable and non-transferrable. All reservations (except where specified) will require a deposit and will be clearly noted the amount due and monthly payment plan. If travel insurance was purchased, client accepts responsibility of going through the process of the selected carrier. **PAYMENTS:** Lamour Tours & Travel, LLC accepts all major credit & debit cards and bank account transfer payments. Direct invoice payments to Lamour Tours & Travel, LLC will be processed through a secure and encrypted platform called **TravelJoy**. All payments made within 30 days of departure must be made by credit or debit card only. Direct payments to suppliers with client's credit card will be processed through the third parties

merchant. **PRICES:** All prices listed are per person based upon shared room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer error, Lamour Tours & Travel, LLC reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided Lamour Tours & Travel, LLC receives a written cancellation within five days of the price increase notification. **CREDIT CARD AUTHORIZATION:** A credit card authorization form is required to proceed with any deposit or booking of a trip. Your signature and consent to authorize payment to be sent to any suppliers for the good/services pertaining to Your trip. **CANCELLATION & REFUNDS:** Group trips and travel events organized by Lamour Tours & Travel, LLC have a strict nonrefundable policy. This is due to contractual agreements with hotels, airlines and other vendors that will not allow Us to obtain any refunds. This way We can keep our package prices competitive and allow You to make monthly payments on your vacation. Any vacations booked directly with a third-party vendor/supplier may have different payment, cancellation and/or refund policies and penalties may be involved. In the event of this, any deposits, cancellation, additional charges, refunds and/or trip transfers are at the discretion of the third party supplier's own terms & conditions. If you purchased Travel Insurance through any carrier, you will need to go through the process of your selected carrier. **PASSPORTS AND VISAS:** Passengers are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or a visa agency to

determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a valid passport in their possession while cruising. **TRAVEL PROTECTION:** A vacation is a wonderful investment. Missing a planned vacation is truly an unfortunate loss. Therefore, we highly recommend Travel Protection that helps provide coverage for Trip Cancellation, Interruption, Baggage Loss or Delay, Medical Expenses and more. We can add travel protection to your vacation package, or you can purchase your own travel insurance to cover your trip. **TRAVELERS WITH DISABILITIES** In order to fully enjoy your vacation, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify Us prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tours, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the

successful operation of the tour as well as for their personal safety. Lamour Tours & Travel, LLC reserves the right to reject participation or remove any individual from a tour if a notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to

return home, will be the sole responsibility of the client. Escorted tours are fast-paced, often requiring long walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Lamour Tours & Travel, LLC can suggest touring options based upon specific requirements. **Wheelchairs & Walkers: USA Tours:** Pursuant to the Americans with Disabilities Act (the ADA), Lamour Tours & Travel, LLC seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Clients are required to advise Lamour Tours & Travel, LLC of their accessibility requirements prior to booking in order for Lamour Tours & Travel, LLC to determine if reasonable accommodations are available. Lamour Tours & Travel, LLC will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases. **International Tours:** Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers, and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers, and motorized scooters may not be taken aboard motor coaches and river cruises. **Service Animals:** Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should check with Lamour Tours & Travel, LLC prior to booking a tour. **AIRLINES:** Lamour Tours & Travel, LLC is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. Lamour Tours & Travel, LLC is not responsible

for penalties incurred for tickets, international or domestic, not issued by ,Lamour Tours & Travel, LLC - Travel due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should, Lamour Tours & Travel, LLC deem it necessary, may be rebooked to match minimum connecting time requirements and/or tour package itineraries, in which case you will be notified immediately. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, ,Lamour Tours & Travel, LLC will require immediate and full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, seats will be canceled by the airline and may not be available to be rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger. **Airline Tickets:** Once full payment is received; ,Lamour Tours & Travel, LLC airline tickets will be issued and are fully non-refundable. Should airline tickets require to be issued earlier than the Final Payment due date, you may be required to pay a larger non-refundable deposit and/or complete full payment. **Airline Seat Assignments:** The airlines bear sole authority of assigning seats on group flights. All Lamour Tours & Travel, LLC contracts are for economy class seats only. If you require another class of service, you are responsible to communicate such preference to Us. **Airline Frequent Flier Programs:** Clients are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline

frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discounted or promotional airfares, as well as some code-share flights, are not eligible for mileage accrual. Not all published airfares are eligible for mileage.,Lamour Tours & Travel, LLC will record frequent flier numbers when provided by the passenger prior to travel documents

being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport check-in desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades. **Contact Information:** Pursuant to TSA Secure Flight requirements, passengers/clients are responsible to provide Lamour Tours & Travel, LLC with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must ensure that names are correctly listed on their invoice. Lamour Tours & Travel, LLC will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

Airline Name

Changes: Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. Lamour Tours & Travel, LLC will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at info@lamourtravel.com

Airline Taxes & Fuel Surcharges: If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment, there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or fuel surcharges. To avoid potential increases, you may choose to accelerate your final payment in

order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable.

Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre- departure.

Schedule Changes: In the event of an airline schedule change ,Lamour Tours & Travel, LLC will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Lamour Tours & Travel, LLC is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Lamour Tours & Travel, LLC is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Lamour Tours & Travel, LLC of amended flight details in writing at info@lamourtravel.com. Lamour Tours & Travel, LLC cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge. **RELEASE FROM LIABILITY:** Lamour Tours & Travel, LLC its shareholders,

directors, officers, employees and affiliates, (collectively "Lamour Tours & Travel, LLC") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Lamour Tours & Travel, LLC is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Lamour Tours & Travel, LLC is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services

occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Lamour Tours & Travel, LLC. In addition, I release Lamour Tours & Travel, LLC from its own negligence and assume all risk thereof. **ASSUMPTION OF RISK:** I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Lamour Tours & Travel, LLC, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Lamour Tours & Travel, LLC and agree to hold harmless and release Lamour Tours & Travel, LLC from claims of third-party negligence. I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my

safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Lamour Tours & Travel, LLC or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further

consent. **BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Michigan law and will take place in Oakland County, MI. The

arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. **VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Lamour Tours & Travel, LLC website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability

and a contract between myself and Lamour Tours & Travel, LLC and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and Lamour Tours & Travel, LLC Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me. **PHOTOGRAPHIC RELEASE:** Lamour Tours & Travel, LLC may take photographs or video of its trips and trip participants grant Lamour Tours & Travel, LLC permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant. **Liability Disclaimer:** The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Lamour Tours & Travel, LLC may make improvements or changes on this website at any time. In no event shall Lamour Tours & Travel, LLC be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this website, or for any information, products, and services obtained through this website, or otherwise arising out of the use of this website.

I agree to {terms & conditions}. I understand all payments to Lamour Tours & Travel, LLC are non-refundable and non-transferrable. I further acknowledge that I have been advised to purchase travel insurance to protect my investment.