



Prime Time Travel, Inc.

Prime Tours of America
Terms & Conditions

Thank you for your interest in booking your future travel with Prime Time Travel, Inc./Prime Tours of America (herein: Prime Time Travel). Prime Tours of America is a subsidiary of Prime Time Travel, Inc. and is a tour operator offering custom designed travel packages to clients.

BOOKING PROCEDURES

- **REQUIRED PAPERWORK:** To get set up as a client with Prime Time Travel – please complete a **Booking Form** and the **Credit Card Authorization Form** and return. This can be done by email, fax or in person to the office.
 - Booking forms must include names as they appear on Driver's License/Real ID (for domestic travel) or passports (for international travel). This name must match EXACTLY to avoid travel issues.
- **IMPORTANT:** Passports must be valid for 6 months after the last day of travel.
 - Date of birth is required for all travelers.
 - Passport information is not collected unless specific tours require this information.
- **PLANNING DEPOSIT:** Our agency requires an upfront non-refundable **Planning Deposit** of \$50 per adult traveling. The planning deposit accounts for our time to research, plan, quote and customize your trip. This deposit will be credited towards your final payment so it is not lost. However, the deposit is forfeited if travel is not booked within 6 months of the initial quote.
- **BOOKING FEES:** Our agency charges non-refundable Booking Fees for arranging individual travel items that are not part of a package.

| Individual Travel Items, not packaged, Booking Fees | |
|---|------------------------|
| Service | Booking Fee Per Person |
| Domestic Air | \$25.00 |
| Corporate Domestic Air | \$30.00 |
| International Air | \$50.00 |
| Corporate International Air | \$60.00 |
| Group Air | \$60.00 - \$75.00 |
| Individual Travel Reservations | Varies |

- **LAST MINUTE TRAVEL:** If your travel departure date is within 30 days of returning your Booking Form, there will be an additional \$50 per person non-refundable **Expediting Fee** in order to prioritize the trip in our workload. Requests of less than 2 weeks from departure may incur additional **Expediting Fees**.
- **PAYMENT SCHEDULES**
Cruises and Packages
 - Deposit amounts and payment schedules are determined by the supplier and are not flexible.
 - Payments can typically be made early as long as deadlines are made on time.
 - Clients can use credit card, cash or check to make payments.
 - Clients are responsible for reading supplier Terms & Conditions.
- *Independent Tours*
 - Upon acceptance of the tour package, a **20% deposit** will be required.
 - Final payment is due 90 days from departure.
 - Clients can use credit cards, cash or check to make payments. The use of credit cards will incur a processing fee for custom packages.

By authorizing charges to your credit card you expressly waive the right to charge-backs as a means to mediate disputes. Please note that checks will need to clear our bank account before a payment is made to suppliers. Keep in mind payment deadlines if you want to pay using a check. Bounced checks are subject to a returned check fee, and future payments by check may no longer be accepted.

- **PRICE/SCHEDULE FLUCTUATIONS, CHANGES AND CLERICAL ERRORS:** We shall not be liable for any fluctuation in price or schedule of transportation occurring subsequent to the purchase of the tickets. International travel pricing may be impacted by fluctuating currency exchange rates. We reserve the right to correct clerical errors made in individual item price or total prices quoted. We shall not be responsible for pricing or scope of supply errors resulting from misinformation from suppliers. Customers agree to pay documented price increases that exceed original amounts quoted or set forth.
- **FINAL PAYMENTS:** Final payment date is noted on your invoice, and your reservation must be paid in full by this date. Although we typically send out regular statements and final payment reminders, please be sure to add a reminder to your calendar as to when final payment on your reservation is due. Prime Time Travel is not responsible for cancellations or penalties incurred due to late payment, non-receipt of statements, mis-directed emails, bounced checks or declined charges by your credit card company or bank.
- **BREAKDOWN OF PACKAGES:** Itineraries will be especially prepared using trusted suppliers and vendors. It is not possible to provide an itemized cost breakdown of items included in the packages. If there are questions or concerns about individual items on the itinerary, please discuss those with your agent. If the price does not fit your budget, your agent will be able to suggest items to change/delete to meet your budget. Most tour companies will not break down individual pricing in a package.

FLIGHTS

- **ACCURACY OF INFORMATION:** Please make sure all names, dates, and flight details are correct. TSA security regulation requires all passenger information match legal identification EXACTLY or boarding may be denied.
- **CORRECTIONS/CHANGES:** All flight bookings become final and cannot be changed without penalty 24 hours after ticketing. Clients of Prime Time Travel are fully responsible for reporting any flight detail errors within 24 hours of final ticketing. Prime Time Travel and its agents are not responsible for errors unreported by clients within 24 hours of final ticketing. (Please note: Prime Time Travel is not open on weekends; any bookings made on Friday must be checked and errors reported before close of business on the same day.)
- **SEAT SELECTIONS** cannot be made until time of purchase, and all seating is based on availability. Note: some airlines (especially codeshare international carriers) do not allow pre-selection of seating and seating may only be assigned upon check in or at the gate.
- **BAGGAGE FEES** may not be included in your airfare quotation (especially on domestic tickets). Please check with the airline directly to see specific baggage policies.
- **FLIGHT UPDATES:** Airlines do not always notify Prime Time Travel of flight changes. Clients of Prime Time Travel are fully responsible to check directly with the airlines for any possible flight changes 72 hours prior to flight departure. Use the record locator number (combination of 6 alpha-numeric digits) to check schedules online on the airline's website.
- **OVERBOOKING:** Flights may be overbooked. A person denied boarding may be entitled to a compensatory payment from the supplier. The rules for denied airplane boarding are available at all airline ticket counters.

● **SCHEDULE CHANGES AND FLIGHT CANCELLATIONS:** Please be advised that air schedules are subject to change at any time prior to travel. Prime Time Travel accepts no responsibility for air schedule changes, delays or cancellations by any air carrier. Changes in seat assignments, upgrades/downgrades, food/beverage service and check in/security procedures are at the discretion of the airlines/airport given the current circumstances.

AIRPORT PROCEDURES: Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

● **FLIGHT ISSUES** - Once checked in and travel has begun – it is usually better to deal directly with the airline representatives onsite about any flight issues. When flights are delayed or cancelled, the airline has full control over the schedule and rebooking. It is best to discuss options in person by either waiting in line to talk to an airline agent or call the airline's phone number directly while waiting. Remember to be friendly and calm as the airline representative has in full control of helping you with your situation.

TRAVEL PROCEDURES

- **DOCUMENT ACCURACY-** Please check any information we send you to verify name, date, and travel arrangement accuracy. **First, middle, and last name of each passenger must be exactly as it appears on the passenger's passport – no exceptions.** Travel outside the United States requires a valid passport valid at least six months after the planned return date. Please check your passport expiration date carefully, and visit <http://travel.state.gov/content/travel/english.html> for further information.
- **VISAS:** It is your responsibility to assure that you have **any and all needed visas and similar documents.** Failure to present valid documents may lead to denied boarding and forfeiture of all travel. No refund will be made for failure to provide correct documents and this type of loss is not covered by travel insurance. **Clients of Prime Time Travel are fully responsible to ensure that their own proper travel documentation is obtained.**
- **TICKETS AND VOUCHERS ARE NEGOTIABLE INSTRUMENTS:** please keep them in a safe place at all times. Lost, stolen or misplaced tickets/vouchers cannot be replaced or refunded.
- **STEP PROGRAM:** ALL international travelers are advised to enroll in the STEP program at: <https://step.state.gov/step/>. The Smart Traveler Enrollment Program (STEP) is a free service to allow U.S. citizens and nationals traveling abroad to enroll their trip with the nearest U.S. Embassy or Consulate.
- **TRAVEL WARNINGS:** Client is aware of all travel warnings, travel restrictions and rules and understands the risks, is accepting of these and agrees that client holds agency harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through. Check individual country information at: <https://travel.state.gov/content/travel.html>
- **UNFORESEEN EVENTS:** We have used our best efforts to assure that your trip is pleasant and enjoyable. We cannot guarantee against loss, damage to or theft of luggage, sickness, accident, inclement weather, mechanical malfunctions, or for other unforeseen events and hereby disclaim any responsibility for losses from such event. Reasonable changes in the itinerary may be made by the supplier where deemed advisable for the comfort and well-being of the passenger. **The right is also reserved to refuse to accept or retain any passenger or any tour at any time.** All services are to the laws of the country in which these services are rendered.

- **ACTING AS AGENT FOR SUPPLIER:** In providing consultation, making reservations, and issuing or delivering tickets and/or other documents relating to such transportation, we are acting solely in our capacity as agent for the carrier or provider, and that with respect to reservations and tickets. The contract of carriage or terms and conditions of supply is between the customer and the supplier for purposes of the contract specifying the disclosed principals.

- **SUPPLIER TERMS AND CONDITIONS:** Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by Prime Time Travel and any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Prime Time Travel debiting your account for any costs Prime Time Travel incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through access provided by Prime Time Travel.

- **SUPPLIER DEFAULT:** We accept payment and uphold proceeds of ticket sales as agent of the carrier(s) or supplier(s). In the event that a carrier or supplier on which we have made reservations and written a ticket should default prior to or during the delivery of the services purchased, customer's recourse for refunds shall be with the defaulting carrier or supplier and not with this agency. We are not responsible for the cancellation of any service or refunds from carriers or suppliers that may cease operations. We will not be responsible for refund of monies not in our possession.

- **SPECIAL REQUESTS:** Special requests, (i.e. room views, location, bedding preference, adjoining rooms, seat requests, etc.) cannot be guaranteed by Prime Time Travel. While every attempt will be made to accommodate such special requests, the travel agency/tour operator/airline or other supplier(s) shall not be held responsible if such requests cannot be fulfilled for any reason.

- **GUARANTEE OF SERVICE:** We neither guarantee nor insure the service to be provided by any supplier and shall assume no responsibility or liability for matters or events beyond our control in connection with the services provided. We are not responsible or liable for any act, error, omission, commission, injury, loss, accident, delay, nonperformance, cancellations or any other irregularity or any consequences resulting therefrom, which may be through the neglect, default, or any other act of the company, supplier, or person engaged in carrying out the purpose for which the ticket(s) have been issued. Any representation of scope of supply, features, services, provisions, or any other factor associated with the travel booked is made based on information provided by our supplier and believed to be accurate. **We shall not be responsible for the failure of any supplier to provide any or all portions or parts of any service or goods purchased. Customer agrees that recourse in such an event shall be to the supplier and not to this agency, its employees, agents, heirs or assigns.**

- **CREDIT CARDS CHARGEBACK:** Client further agrees to hold Prime Time Travel harmless for any financial penalties or fees imposed by the suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements and agrees not to institute a credit card dispute or "charge back" for said penalties or fees.

- **SCOPE OF SUPPLY:** Transportation to a destination or property by whatever means, shore excursions, tours, side trips, lodging, food, beverage, feature, or other goods and services not specifically stated to be included in the package by the main supplier and/or on the confirmation provided by the agency are not included in the price(s) quoted and agreed to by agency and client.

INSURANCE

- **TRAVEL INSURANCE:** Insurance is generally NOT included in airfare, cruise, or package quotations unless requested. (Note: some quotes may have insurance if it is a package inclusion)
 - Airline and other suppliers' insurance policies have limited liability. In addition, your personal insurance may not adequately cover losses incurred by illness, cancellation, accident, or stolen, lost, misplaced, or mishandled tickets, or damaged property.
 - All clients are highly recommended by Prime Time Travel to purchase travel insurance which may protect you against unforeseen circumstances which may interrupt or cause you to cancel your trip. Insurance can cover cancellations, medical emergencies and travel delays. See your specific policy for inclusions and exceptions.

- **INSURANCE QUOTE:** Prime Time Travel will provide insurance quotes for you but cannot legally advise on policies or coverage. Please contact the insurance provider directly with questions.
 - To cover pre-existing conditions, insurance must be purchased soon after making an initial deposit.
 - Some insurance policies may be added at final payment or closer to departure however, it will not cover pre-existing conditions. Please check with your agent for specific restrictions.

- **CANCEL FOR ANY REASON:** Cancel for Any Reason (CFAR) policies are available. Please talk to your travel agent.

- **DECLINING INSURANCE:** Clients wishing to decline insurance will be asked to sign an Insurance Waiver Form indicating they do not wish to purchase insurance.

- **TRAVEL INCIDENTS:** Clients of Prime Time Travel are fully responsible to contact their travel insurance provider IMMEDIATELY in the case of ANY travel issue or emergency.

- **INCIDENT REPORTING:** Prime Time Travel shall not be held liable for any unreported incidents in regards to insurance claims.

- **INSURANCE CLAIMS:** Prime Time Travel will provide travel documentation to clients at request to assist with filing insurance claims on your own behalf.

- **ADMINISTRATIVE FEE:** A \$50 administrative fee will be charged for clients requesting the agency to file insurance claims on their behalf.

CHANGES/CANCELLATIONS

- **FLIGHTS**
 - **Changes:** A \$25 administrative fee per ticket will be charged for any changes after 24 hours to a flight reservation once the ticket has been purchased. This includes name, date and schedule corrections/adjustments. Airlines may also assess additional fees for changes to the reservation as well as a difference to the fare if applicable.

- **Cancellations:** Payment of any refund/credit by the airlines as a result of a cancellation initiated by the client is at the discretion of the air carrier. Prime Time Travel shall use its reasonable efforts to work on your behalf with airlines to seek refunds/credit on your behalf. However, Prime Time Travel shall be entitled to retain the non-refundable booking fees as a cancellation fee. Clients are responsible for any additional fees imposed by the airlines.

CRUISES AND PACKAGES

- **Changes:** A \$50 administrative fee per reservation will be charged for any changes initiated by the client to a reservation once the final payment has been made. Suppliers may also assess additional fees for changes to the reservation.
- **Cancellations:** A \$50 administrative fee per adult will be charged for all cancellations initiated by the client. In addition, Refunds/Cancellations are also subject to supplier Terms and Conditions.

INDEPENDENT TOURS (Prime Tours of America)

- A change fee of \$200.00 per reservation will be charged for any major requested revisions or alterations made to a reservation initiated by the client after deposit has been made.
- **Additionally, the following scale of Cancellation Penalties will apply when notified by client in writing within 90 days of the tour commencement date:**
Cancellation Penalties before tour departure as % of Final Tour Price:

| | |
|-----------------|------|
| 90-61 days..... | 30% |
| 60-31 days..... | 50% |
| 30-0 days..... | 100% |

- **FORCE MAJEURE** - "Force Majeure" means, in relation to Prime Time Travel, any circumstances beyond the reasonable control of Prime Time Travel, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, pandemic, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences). Prime Time Travel shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If Prime Time Travel, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip.

- **FLIGHTS, CRUISES AND PACKAGES** - Payment of any refund by the supplier to you as a result of the non-performance of any obligations hereunder shall remain at the suppliers sole and absolute discretion, although Prime Time Travel shall use its reasonable efforts to work on your behalf with suppliers to seek refunds/credit on your behalf. However, Prime Time Travel shall be entitled to retain the non-refundable planning deposit as a cancellation fee.

- **INDEPENDENT TOURS** - Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although the agency shall use its reasonable efforts to reimburse you where possible. However in the event of a Force Majeure, the agency shall be entitled to deduct from any refund 10% of the total cost to cover any cancellation/processing fees.

ADDITIONAL INFORMATION

Our responsibility for this travel is limited to assisting you in planning and booking the arrangements. *It is your responsibility to confirm all travel arrangements are acceptable to you.* Lack of correspondence from you constitutes acceptance of these terms. Clients of Prime Time Travel are fully responsible to review any itineraries you receive from us and notify us immediately if you discover any discrepancies.

**As always, we appreciate your business and referrals!
Thank you for booking with Prime Time Travel!**