



Terms & Conditions

Disclaimer: Please review our Terms and Conditions in its entirety before booking. Making a reservation signifies your acceptance of our Terms and Conditions. Please contact us with any questions (Support@poshgetawaysbyparis.com).

BOOKING TERMS & CONDITIONS

- Posh Getaways by Paris, LLC acts as a travel agency only. We sell various travel related products on behalf of numerous transport service providers and accommodation service providers, including, but not limited to airlines, coach, rail, cruise line operators and hotels.
- Posh Getaways by Paris, LLC does not own, operate, manage or control these independent suppliers of services and is not liable for their acts or omissions.
- Posh Getaways by Paris, LLC obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. *A request cannot be guaranteed.*
- All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. You understand that your legal recourse is against the specific provider not Posh Getaways by Paris, LLC. As a result, Posh Getaways by Paris, 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.

PAYMENTS

Deposits

- A deposit is due at the time of reservation. No rooms or flights are held until a deposit is received.
- Deposits are nonrefundable and nontransferable. This is because we have contractual agreements with hotels, airlines, and other vendors that will not allow us to obtain refunds.
- Deposits are generally due within 3 days of a quote or placing a “hold” on a reservation. All quoted prices are subject to change until booked.
- A confirmation will be sent once the reservation is booked.

Refunds:

- All payments to Posh Getaways by Paris, LLC., are non-refundable and non-transferable as of January 1, 2021.



- This is because Posh Getaways by Paris, LLC., has 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.

Why is my payment nonrefundable?

- We are providing a service which means:
 - We take packages out of inventory, in good faith, on a lay-a-way basis. Our vendors (hotels, tour companies, etc) require upfront commitments that we must adhere to.
 - We create customized accounts so that you can take advantage of affordable payment arrangements.
 - We provide a convenience of having everyone in your group pay with their own credit/debit cards.

Payments

- Our merchant account allows us to accept payments by major credit cards and PayPal.
- We also accept payments over the phone (during office hours) or via the Credit Card Authorization Form available on our website under "Forms".
- Payments by *certified bank check* and *money orders* are limited to certain tours. If allowed, the trip description will clearly indicate so. Final payments by check will be due 60-days prior to departure. Certified check or money order must be made out to "Posh Getaways by Paris, LLC" and mailed to: P.O. Box 434 Conley, GA 30288. There is a \$35 fee for all returned checks.
- Payment Options: 1) Automatic or 2) Manual
- Clients can select 1) Pay in Full, 2) Monthly Payments, or 3) Installments (if offered).

Automatic Payments

- Automatic billing is a convenient service that allows you to pay the remaining balance of your reservation using 1 credit card.
- Automatic payments reduce your risk of your trip being cancelled or assessed a Late Fee. There is no chance of forgetting to pay for your much-needed vacation!
- Payments are evenly divided and *deducted automatically* on or about the same day of the month you made your first payment. Receipts will be emailed. The number of payments is based on how many months remain between the time you book and the final payment date. The exact monthly payment plan will be shown when you make your reservation.
- Clients can modify their payment plan at any time, but no later than **5 days** before the next payment, by contacting the Travel Agent via email.
- If the card on file expires or a new card is issued, please update the Client Portal or notify us immediately by email (Support@poshgetawaysbyparis.com) to make new payment arrangements. A new billing plan or invoice will be issued.



- If payment is **60 days** past due a payment and/or new plan arrangement must be made within **30 days** or your reservation will automatically cancel at the close of business.
- A **\$75 Reinstatement Fee** will be required if you wish to restore your reservation.
- Reminders will be sent to those subscribed to Monthly Payments on the 15th of the month.

Manual Payments

- If you choose NOT to do Automatic Billing, then you will be responsible for submitting manual payments via 1) Invoice or 2) Credit Card Authorization Form.
- Payment milestones will be established. At least 50% of the balance will be due by the halfway mark. If half of the balance is not paid by the established due date a **Late Fee** per person will be assessed. The exact due date and Late Fee will be indicated on your invoice.
- The processing fee on invoices is 3.5% of the total.
- Reminders will be sent to those subscribed to Invoice Payments on the 1st or 15th of the month.

Payment Plan Changes

- The agency will allow **2** complimentary changes to the payment plan (e.g., new pay date, new credit card). After 2 changes, a **\$35 Change Fee** will be applied to the balance for every change thereafter.

Card Declined

- If your card is declined, we will attempt to charge your card **3** days later. After **2** unsuccessful attempts your trip (and automatic billing) will be canceled.

Late Fees

- A Late Fee will be added to your balance **3 days** after a missed due date. Late Fees vary by trip. Please see the trip description for cost.

Consultation Fee

- This nonrefundable fee is for a travel professional to research multiple vendors and create customized quotes that best meets your needs. Once we receive the Consultation Fee we typically can provide a quote within 72 hours unless notified otherwise.
- Group quotes (7 people or more) that require a contract typically can take a week to obtain.
- If a reservation has not been made after **30 days** another Consultation Fee must be paid to continue to provide quotes.



REFUNDS & RESERVATION CHANGES

Travel Insurance

- We strongly recommend you purchase Cancel-For-Any-Reason trip insurance to protect your investment. We are happy to provide suggested suppliers for your trip.

Refunds and Cancellations

- If you purchased insurance through Posh Getaways by Paris, LLC, a refund will be processed to the original credit card used for payment, or company check, minus the cost of the travel insurance.
- Request to cancel must be made in writing to Support@poshgetawaysbyparis.com.
- Cancellation fee is contingent upon the time of cancellation per the terms and conditions for each trip. After a Final Payment date, there will be a cancellation fee from the vendor because after the final payment date your reservation and accommodation will be confirmed. The cancellation fees can start at \$100 per person for administration costs.

Reservation Changes

- Passengers are responsible for ensuring their name (as listed on their Passport) and date-of-birth is correct on their invoice and reservation.
- Minor Changes to an existing reservation will incur a **\$35** per person charge plus any additional supplier fees. This includes: name changes, date changes, removal of services (i.e., optional tours, transfers), etc.
- Major Changes to an existing reservation, such as a new destination, will incur a **\$350 Modification Fee** plus any applicable supplier change fees. Changing destinations after a trip has been booked is considered a new reservation and also requires changes to the existing reservation(s). The Modification Fee may be split across the group.
- Replacing a traveler with another traveling passenger constitutes a cancellation and is subject to cancellation penalties.

Last Minute Reservations

- Any reservation made **45 days** prior to departure will incur a **\$75 Rush Fee**.
- All reservations must be made no later than 30 days prior to departure. If requested services cannot be confirmed, payment will be refunded. If services are confirmed, final payment is due within 24 hours and all applicable cancellation penalties will apply.

Schedule Changes

- In the event of an airline schedule change, Posh Getaways by Paris, LLC will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Posh Getaways by Paris, LLC is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary.



- Posh Getaways by Paris, 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 Posh Getaways by Paris, LLC of amended flight details in writing at Support@poshgetawaysbyparis.com. Posh Getaways by Paris, LLC cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

GENERAL TRAVEL INFORMATION

Identification

- Passengers are required to make reservations in the full name that is listed on their government-issued identification that they will use for travel. Passengers must ensure their name and birthdate is correct on all travel documents.
- If you need to make any changes to names or birthdates after travel documents have been issued, clients will be responsible for any associated change fees.

Passports and Visas

- All individuals departing from the United States of America must be in possession of a valid passport. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination.
- Passengers are responsible for ensuring they have proper travel documents and must check with the respective consulate or visa agency to determine whether visa or passports are required.
- **#POSH TIP:** Most countries require passports to be valid 6 months after the date of travel.
- Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. A government issued ID is required for travel within the USA.
- Information available at: <https://travel.state.gov/content/passports/en/passports.html>

Travel Documents

- Upon receipt of full payment, final travel documents will be emailed (or mailed) at least 2 weeks prior to departure.
- POSH Swag Bags (if applicable) are typically mailed 2 weeks prior to departure.

Hotel Accommodations

- Although we will make a room request for you, bed type, room selection, and amenities are always subject to hotel availability and discretion.

Hotel Security Deposit

- Be prepared to pay a refundable security deposit upon check-in to cover incidentals such as parking or room service. The amount will vary by hotel, but a good estimate is \$100-\$150 per room. This deposit is fully refundable if there is no damage or smoking in the room.
- **#POSTIP:** If using a debit card, the deposit will be deducted from your available balance.

Roommate Matching

- Roommate matching is available on certain tours and will be indicated in the trip description.
- Guests can be matched once 75% of the balance has been received provided the roommate also has paid 75% of their balance.

Airlines

- Posh Getaways by Paris, LLC is not responsible for the services and policies imposed by airlines.
- Airline schedules and flights are subject to change without notice.
- Once full payment is received, airline tickets will be issued and are nonrefundable.
- Any name change, even minor spelling corrections, are subject to full cancellation and rebooking fees at current rates.
- The airlines bear sole authority for seat assignments.
- Frequent Flyer Program:
 - Passengers are responsible for providing their frequent flyer number at the time of booking. Passengers should contact the airline directly to determine point eligibility and accrual rates as airlines update their frequent flier programs often.

Airport Transfers

- Airport transfers are provided, as indicated for each POSH Package (if applicable), by car, minibus, or motor coach provided airfare is purchased from Posh Getaways by Paris, LLC.
- If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel.
- Posh Getaways by Paris, LLC or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from your originally scheduled arrival time.
- In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are nonrefundable and any additional expenses will be your responsibility.

Sightseeing & Itinerary

- Posh Getaways by Paris, LLC tours have been designed to accommodate individuals as well as groups. Tours will be operated by motor-vehicle, its size dictated by the number of



participants. We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants.

- Times listed in itineraries are approximate and meant only as guidelines.
- It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s).
- On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment.
- National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations, however Posh Getaways by Paris, LLC will decide based on the conditions whether to amend an itinerary.
- Posh Getaways by Paris, LLC itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Health and Special Requirements

- It is your responsibility to ensure you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation.
- Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control and Prevention (www.cdc.gov), the World Health Organization (<http://www.who.int/en/>), or the State Department for their travel advisories (<https://travel.state.gov/content/travel/en/international-travel.html>).
- Please advise your Travel Agent of any special requirements you may have, for example, special meals, medical requirements and so on.

Important Conditions

- Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees.
- As noted above, by making the booking, you expressly acknowledge your acceptance of these conditions (i.e. increases before full payment and increases attributable to government-imposed taxes, fees or carrier-imposed surcharges after full payment will be your responsibility) applicable to your purchase.



Coronavirus (COVID-19) Risk Assumption, Waiver of Liability & Indemnity Disclosure

- In consideration of the travel opportunity presented to you by this Agency and afforded to you by the Vendors considered, the Client and travelers in Clients party, Client, by applying payment on travel considered herein, acknowledges and agrees to the following:
- The 2019 Novel Coronavirus* ("COVID-19" "Coronavirus" "Pandemic") is a known and rapidly evolving pandemic that is affecting travel worldwide, with continued spread and impacts expected.
- Client is fully aware of the current global Coronavirus COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel. Client should be aware that COVID-19 may impact elements of your trip and operation of some travel services. COVID-19 is causing constant and ongoing changes and airlines, airports, and countries are constantly changing how they deal with the threat of COVID-19.
- Client understands that it is his/her responsibility to check, understand, and comply with the latest travel information regarding this virus outbreak with the CDC <https://wwwnc.cdc.gov/travel/notices>, domestic governing bodies <https://travel.state.gov>, destination governing bodies, and all vendors associated with Clients travel.
- Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations, restrictions, and requirements with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions with regards to this.
- Client understands and confirms that this Agency, after reasonable inquiry, has made available to client, by reference, referral, or other conveyance, the best available information known to this Agency regarding pandemic policies provided by travel suppliers and governing bodies, including but not limited to airlines, hotels, cruises lines, tour agencies, insurance provider, transfer agencies or any other entity involved in clients booking.
- Client is aware the travel warnings, travel restrictions and rules including screening and use of masks, travel insurance restrictions, and restrictions that may impede Clients ability to enter or exit a destination as planned, related to Covid-19 and understands the risks, is accepting of these and holds this 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 Client is traveling through.
- Client further agrees to hold this Agency harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to Covid-19 and agrees not to sue or institute a credit card dispute or "charge back" to this agency or its partners for said penalties, fees, or real or alleged damages.

RELEASE FROM LIABILITY

- Without limitation, Posh Getaways by Paris, 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 Posh Getaways by Paris, LLC . In addition, I release Posh Getaways by Paris, 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 Posh Getaways by Paris, 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. 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 Posh Getaways by Paris, LLC and agree to hold harmless and release Posh Getaways by Paris, 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 Posh Getaways by Paris, 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.



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 Posh Getaways by Paris, 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.

PHOTOGRAPHIC RELEASE

- Posh Getaways by Paris, LLC may take photographs or video of its trips, and trip participants grant Posh Getaways by Paris, LLC permission to do so, and for it to use same for promotional or commercial use without payment of any compensation to participant.
- If I tag Posh Getaways by Paris, LLC in photos or post them in online groups managed by Posh Getaways by Paris, LLC, I acknowledge those photos may be used in promotional marketing.

TESTIMONIAL RELEASE

- I acknowledge that if I write a review or testimonial on Posh Getaways by Paris, LLC on a social media website that review or testimonial may be used in promotional marketing.

KNOWING AND VOLUNTARY EXECUTION

- I have carefully read these Terms and Conditions and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Posh Getaways by Paris, LLC and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and Posh Getaways by Paris, LLC Release from Liability and Assumption of Risk for myself, each member of my traveling party, and any minor children accompanying me.