



CLIENT AGREEMENT AND TERMS AND CONDITIONS

Welcome to Well Traveled With Janine. These terms and conditions detail the use of our services and outline the agreement between you (“Client”) and Well Traveled With Janine (aka “Vendor”). By booking travel services through us, you agree to the following terms and conditions.

All the above people or businesses entering this Agreement will be referred as the “Parties.”

PURPOSE OF THE AGREEMENT

Client wishes to hire Well Traveled With Janine to provide services as detailed in this agreement. Well Traveled With Janine has agreed to provide client with one of the following packages with noted services listed below. Additional information can be found on the Well Traveled With Janine website at www.wtwjanine.com.

- **The Perk Seeker Traveler** - Complimentary
- **The Full of Wonder Traveler** – Travel planning fee based on number of travel days. An additional flat fee will be applied if the Client requests Well Traveled With Janine to perform all reservation bookings.
- **The Well in Need Traveler** – Travel planning fee based on trip complexity and length of time. Client agrees Well Traveled with

Janine will perform all reservation bookings once the itinerary is finalized and approved.

- **The Wanderlust Traveler** - Travel planning fee based on trip complexity, number of components and length of time. Client agrees Well Traveled with Janine will perform all reservation bookings once the itinerary is finalized and approved.
- **Group Travel Inquiry** – Per person retainer fee, based on travel specifications.

Delivery of Services. Well Traveled With Janine will provide all Services as agreed by Client unless otherwise specified in this Agreement.

Cost of Services. Well Traveled With Janine will provide an invoice to the Client for the travel advisor fee. This fee is separate from the cost of your trip. The Client will also receive an estimated trip cost, referred to as a “quote.” This quote is subject to change until a deposit is made to secure the booking. Some Suppliers may require full payment for the trip. Well Traveled With Janine will inform the Client if this is the case.

Cost of Trip. All related costs for the trip (lodging, activities, reservations, insurance, ground transfers) will be paid by the Client, either directly or indirectly via separate payment authorization agreement, UNLESS Client authorizes Well Traveled With Janine to make payments or if the Supplier requires Well Traveled With Janine to pay on the Client’s behalf.

Deposit Requirements: A deposit may be required to secure your booking. The amount of the deposit and whether it is non-refundable or refundable will be communicated to you at the time of booking.

Final Payment: Final payment is due before the trip departure date, according to each Supplier's terms and conditions (e.g., airlines, hotels, private home/villa companies, cruise lines, ground transfer companies, tour operators (excursions), trains, and travel insurance).

If full payment is not received by the due date, reservations may be canceled, and deposits forfeited. In some cases, no refunds are available once a booking is paid for. Well Traveled With Janine will review all contracts with the Client, align payment schedules where possible, and communicate all cancellation and rescheduling policies from Suppliers.

AGENT FOR SUPPLIERS

Well Traveled With Janine acts as a sales and booking agent for any hotel, private homes and villas, car service, car rental company, tour operator, cruise line, rail operator, travel insurance or any other service provided in your itinerary or confirmation (“Suppliers”).

PRODUCTS

Well Traveled With Janine provides travel services for the following accommodations, known as “Products”:

- Hotel rooms
- Private homes and villas
- Cruises
- Private ground transfers
- Car Rentals
- Excursions (aka “tours”)
- Travel Insurance
- Flights (see conditions)

- As part of a “vacation package” offered by a Supplier
- Separately through a flight service for premium economy, business class or first-class tickets only. *Economy ticket requests must be booked by Client.*

COMPLETE AGREEMENT

Client agrees that the Well Traveled With Janine s Terms of Conditions agreement serves as the governing and prevailing document for all discussions between the Client and Well Traveled With Janine. Nothing that is said to a Client undermines these terms and conditions.

TRAVEL ADVISOR FEE CLAUSE

Client agrees to pay Well Traveled With Janine a travel advisor fee for agreed upon services as noted in this agreement. The travel advisor fee is non-refundable and is due upon electronically confirming receipt of this agreement.

Well Traveled With Janine will only invoice Client solely for travel advisor fees.

BOOKING AND RESERVATIONS

All bookings are subject to availability and are not confirmed until the required

Booking Accuracy and Legal Names: Each client must provide legal name as listed on his or her Passport. Client may be assessed a charge at own expense by certain Suppliers if name is listed incorrectly.

Booking Confirmation: All bookings are subject to availability and are not confirmed until the required deposit is received. A confirmation email will be sent to the Client once the booking is secured.

Changes and Modifications: Any changes or modifications to the booking must be requested in writing to Well Traveled With Janine's email: janine.dawson@fora.travel. Changes are subject to availability and any additional costs or fees imposed by the Supplier.

Passport: Client must possess a valid passport from country of residence with sufficient validity for the duration of their trip. Many countries require that passports are valid for at least six months beyond the date of entry.

Client agrees to provide a picture of his or her passport to Well Traveled With Janine so Suppliers can reserve travel bookings. Client also agrees to bring his or her passport on vacation to participate in any services that Well Traveled With Janine has reserved.

Well Traveled With Janine is not responsible for lost or stolen passports. Client should report lost or stolen passports to appropriate authorities and obtain a replacement document as soon as possible.

Travel Documents: It is the Client's responsibility to ensure they have all necessary travel documents, including passports, visas, required identification, tickets or vouchers while on vacation. Well Traveled With Janine will provide all tickets or vouchers to the lead Client prior to the trip.

Well Traveled With Janine is not responsible for any issues arising from incomplete or incorrect travel documentation.

Visas: Client may need to obtain a VISA or other entry permit required for their destination if the cost is not included in the travel quote. Well Traveled With Janine will provide guidance on whether the client has to obtain this document, however Well Traveled With Janine is not responsible for purchasing the VISA.

Airfare: Client must adhere to the Suppliers terms and conditions as it relates to any or all the following: general conditions governing air transport, prohibited practices, loss of tickets, luggage standards and maximum weights, hazards materials, weapons and insecticide notices.

Travel Insurance: Well Traveled With Janine strongly recommends that the Client purchase travel insurance to cover unforeseen circumstances that may affect their travel plans. Well Traveled With Janine can provide information on travel insurance options upon request and will also require decline of travel protection from the Client in writing.

Cancellations: If the Client needs to cancel their booking, they must notify Well Traveled With Janine as soon as possible. Cancellation terms and conditions vary by Supplier, and any applicable fees or penalties will be communicated to the Client.

Refunds: Refunds, if applicable, will be processed according to the Supplier s terms and conditions. Some bookings may be non-refundable once paid in full.

Supplier Terms and Conditions: The Client is bound by the terms and conditions of each Supplier involved in their travel booking. These terms include but are not limited to, payment schedules, cancellation policies, and refund procedures. Well Traveled With Janine will communicate these terms to the Client.

CLIENT GENERATED CONTENT POLICY

Client agrees that Well Traveled With Janine has the right to use, display, or re-post any review, photo, or video you provide, in any media, for any purpose, and without payment. This includes the use of your full first name, the initial of your last name, and your likeness.

By submitting content, you confirm that you own the content and have the rights to share it. Well Traveled With Janine reserves the right to remove the content at any time, at its discretion.

CANCELLATIONS, RESCHEDULING AND NO SHOW CLIENTS

If the Client wishes to cancel or reschedule the Services, or if Well Traveled With Janine is unable to provide the Services due to the Client's actions or related parties' actions (e.g., failure of the Trip to occur or essential parties not showing up on time, failure of the Trip due to unforeseen circumstances), the Client must notify Well Traveled With Janine as soon as possible using the Notice provisions outlined in this Agreement.

Rescheduling Policy: If the Trip is rescheduled by the Client, any payments already made for the Cost of Services can be applied towards rescheduling the trip with the existing itinerary.

Cancellation Policy: If the trip is canceled, Well Traveled With Janine is not obligated to fill the void left by the Client's cancellation or no-show, nor is Well Traveled With Janine required to refund any payments previously made by the Client towards the Cost of Services.

CREDIT CARD MERCHANT

Well Traveled With Janine recommends client uses a credit card to pay for all deposits and payments so you can exercise your rights under the Fair Credit Billing Act if you have a dispute with the services you received. Debit cards **ARE NOT** recommended for any vacation deposits or payments. If a credit card is not available, the Well Traveled With Janine recommends a wire transfer from the Client's bank account as another payment option.

CREDIT CARD AUTHORIZATION AND USE ON FILE

Client agrees to provide credit card number to Well Traveled With Janine as needed, for any deposits or payments that Well Traveled With Janine must pay per specific Suppliers' policies.

Well Traveled With Janine will store the credit card number in a secured web portal. In some cases, Well Traveled With Janine will require clients to electronically sign a secured form to encrypt the credit card information so it cannot be downloaded. Well Traveled With Janine will notify the client if electronic signature feature is required.

LIMITATION OF RESPONSIBILITY

Well Traveled With Janine is not responsible or liable for actions that any Supplier performs, or fails to do such as:

- Acts or omissions on their behalf
- Failure to adhere to their own schedules, policies or procedures
- Issuing refunds
- Financial defaults
- Failure to honor future trip credits
- Failure to honor promotional rates or amenities
- Accidents
- Damages to personal property or accommodations
- Unsafe conditions

- Bankruptcies and Defaults

We have no special knowledge regarding the financial status or conditions of any Supplier, and no liability for recommending a trip credit instead of a refund.

LIMITATIONS OF DAMAGES

LIMIT OF LIABILITY

Chargebacks

A chargeback is a customer protection mechanism that allows cardholders to dispute a transaction and request a refund from the merchant.

Chargebacks occur when a customer contacts their card issuer to challenge a charge, typically because they are seeking a refund for a product or service.

Reference: Understanding Credit Card Chargebacks for Travel Agents (Travel Industry Solutions, 2024).

The Client acknowledges that if they initiate a chargeback, they agree to file a claim with the Supplier and not against Well Traveled With Janine. Well Traveled With Janine will not provide refunds for chargeback requests. If the Client's issue is not resolved through the credit card company or a Supplier, the Well Traveled With Janine will work with the Client to explore other possible solutions and can assist with pursuing refund requests on the Client's behalf where able.

Well Traveled With Janine is not responsible for any direct, indirect, incidental, or consequential damages resulting from the booking, including, but not limited to, travel arrangements, cancellations, delays, or changes made by Suppliers.

Indemnification:

The Client agrees to indemnify, defend, and hold harmless Well Traveled With Janine and its affiliates, employees, agents, and independent contractors from any injury, property damage, liability, claim, or other cause of action arising from or related to the Services and/or products provided by Well Traveled With Janine.

IMPOSSIBILITY

Force Majeure. Regardless of the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- 1) A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestations)
- 2) War, invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or
- 3) Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism

Well Traveled With Janine has no special knowledge of dangers during travel or at destinations.

It is the Client's personal decision to travel to desired destinations. Thus, Client agrees to enter this agreement with full knowledge of current travel recommendations and restrictions as it relates to various health risks.

Upon trip inquiry, Well Traveled With Janine recommends the Client visit the State Department travel website at travel.state.gov for more information on current travel risks per destination.

For medical and health inquiries, visit the Centers for Disease Control website at cdc.gov/travel to receive updated information on required

vaccines, medical outbreaks or other health conditions per destination. Please also consult with your medical professional about any health concerns or precautions, and your and health insurance carrier.

Failure to Perform Services. In the event Well Traveled With Janine cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement, and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

GENERAL PROVISIONS

Governing Law:

This Agreement and Terms of Conditions are governed by the laws of Pennsylvania, including torts.

Severability:

If any part of this Agreement is found to be illegal or unenforceable, the remaining provisions will remain in effect.

Notice:

Parties must provide effective notice "Notice" via email to be effective:

- Well Traveled With Janine s email: **janine.dawson@fora.travel**
- Client s email: As listed in Well Traveled With Janine s travel customer relationship management databases

Merger: These terms and conditions constitute the final and exclusive agreement between the parties and services contained in this agreement. This agreement replaces and overrides all previous

discussions and agreements between the parties on the matters covered in it.

Amendment: The parties may amend this Agreement only if the parties consent in writing, with proper notice.

Well Traveled With Janine

Janine Dawson

Owner, Well Traveled With Janine

janine.dawson@fora.travel

484-995-1107

Client

Well Traveled With Janine LLC

janine.dawson@fora.travel | 484-995-1107 | Phoenixville, PA

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