

TP Enterprise Express Travel Agency Company Policies/Terms and Conditions



By booking a vacation with TP Enterprise Express Travel Agency, you adhere and agree to be bound to the following terms and conditions:

Products and Suppliers

We sell various travel-related products from different suppliers and service providers ("Suppliers"). Each Supplier has its own terms and conditions that apply to your particular arrangements in addition to our general terms and conditions, and you should make sure you understand them. Specific software and content found on our website are owned or licensed by our Suppliers or us, your use of which may be subject to additional conditions. Our website, which is referred to throughout this Agreement, can be found at www.tpenterprise.com is acting as an intermediary or a "Booking Agent" for products and services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, cruises, etc.). TP Express Travel does not own or operate any hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Passenger(s)' trip. Client(s) acknowledge and agree that TP Express Travel shall not be responsible for any loss, damage, delay, inconvenience, or injury to Passenger(s) or group members utilizing the respective service. Passenger further understands TP Express Travel is not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any such suppliers or any personal injuries, death, theft, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund if any delay, cancellation, overbooking, strike, force majeure, or other causes beyond our control. We have no responsibility for any additional expense, omissions, delays, re-routing, or acts of any government or authority.

All monies submitted are directly transmitted to the respective tour operator, airline, cruise line, or other travel-related entity. TP Express Travel does not keep funds in-house. Should you require a refund, it will be processed by the respective party to which the funds were submitted and in accordance with supplier policies. TP Express Travel does not govern these entities, nor do we have control over refund policies and processing times.

Suppliers reserve the right to deviate from the direct, customary, and scheduled route or itinerary for any reason, without limitation, and without notice. Passenger(s) acknowledge and agree that TP Express Travel is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections, or any other condition beyond its control. TP Express Travel is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

By utilizing our services/booking your vacation, you will enter into a separate contract with suppliers in connection with such products and services.

By booking your arrangement with us or using our website, you agree to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that is applicable to your booking, travel arrangements, or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you are being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, and (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

TP Express Travel recommends that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to TP Express Travel at the time of reservation upon initial booking so TP Express Travel can contact the Suppliers to investigate amenities and special accommodations offered. Passengers must provide their own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion capable of, and responsible for, providing such service. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that TP Express Travel shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While TP Express Travel prides itself on selecting top quality Suppliers, no undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Passenger(s) acknowledge and agree that TP Express Travel shall not be responsible for fully or partially refunding any amounts paid due to unsatisfactory services from any supplier. In no event shall TP Express Travel be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Passenger admits a complete understanding of the nature and character of the method of transport and assumes all risks of travel, transportation, and handling of passengers and baggage.

ANTICIPATED LOSS OF REVENUE: If this trip is canceled by TP Enterprise Express Travel and/or its suppliers due to unforeseen circumstances, world events occur. Your refunds/transfers will be less TP Enterprise Express Travel's Anticipated Loss of Revenue fee of \$350.00 per person for time and services rendered.

If You Change Your Booking

Any changes to your booking are subject to change fees and price adjustments.

NOTE: THE AIRFARE PORTION OF YOUR RESERVATION IS NON-REFUNDABLE.

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.

Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor to make such a change, if necessary, please remember that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a booked flight, please get in touch with the airline as far as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show,' which could result in extra charges and your whole flight itinerary being canceled, rendering your ticket void.

CANCELLATIONS

All cancellations MUST be in writing. Please send your cancellation request to: tpexpresstravel@gmail.com. Cancellations are posted on the day the complete cancellation documents are received by TP Express Travel so long as they are received before 5:00 pm Eastern Standard Time on a business day. All other cancellations will be posted on the next business day. Example: If a cancellation request is received at 9:00 pm on Saturday – when we are closed – it will NOT be processed until Monday morning. Your cancellation will be confirmed via email when processed. You will be responsible for all cancellation charges/penalties for cancellations submitted outside of business hours.

NOTE: THE AIRFARE PORTION OF YOUR RESERVATION IS NON-REFUNDABLE.

If you cancel your booking WITHOUT insurance AFTER the final payment/due date, you will forfeit ALL monies paid. If you cancel your arrangements before your final payment/due date WITH OR WITHOUT INSURANCE, your right to a partial refund may be limited. In addition to the cancellation terms and conditions of your Supplier(s), our standard cancellation fees of \$50.00 per person will apply, and the deposit made towards your travel package. If you decide to cancel arrangements before the balance due date, **ANY AND ALL DEPOSITS PAID ARE NON-REFUNDABLE.** We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer. TP Express Travel does not guarantee the payment or denial of your claim. If your claim is denied, you will have no further recourse with an "agency."

Please refer to your booking confirmation for the applicable cancellation schedule/penalties.

Important Notice Regarding Airline Reservations

ALL AIRLINE TICKET COSTS ARE NON-REFUNDABLE

If you arrive at an airline ticket or passenger check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. Suppose the status box shows "OK" for the flight in question. In that case, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor and contact your agent at once.

If You Have A Problem/Complaint during travel

If you have a problem during your vacation, please immediately inform the relevant Supplier (e.g. guest services). If they cannot resolve the matter, don't hesitate to contact us at (240) 277-2292). We will do our absolute best to resolve the issue on your behalf.

Travel Documents and Destinations

It is your responsibility to ensure that all the details on your travel documents are correct and to bring any errors or discrepancies to our attention immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Before booking international travel, we recommend you review any US Government prohibitions, warnings, and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel to such a destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone residing or staying in a country for which such use is prohibited under US regulations.

Passport, Visa, and Immigration Requirements

Your responsibility is to fulfill the passport, visa, and other immigration requirements applicable to your itinerary, and you should confirm these with the relevant embassies and consulates. We do not accept any responsibility if you cannot travel due to not complying with any such requirements.

You must also carry a valid International Student ID, International Youth ID, or an International Teacher ID card if you travel on a particular student/youth/teacher ticket. You are responsible for verifying this with our travel expert assisting you.

Insurance

Travel insurance is a vital part of your arrangements, and we strongly recommend that you have taken out adequate insurance for the duration of your journey. Travel insurance is a mandatory element of travel arrangements. We may be able to arrange travel insurance to be provided to you, furnish you with a quote, and answer any queries you may have regarding the insurance. Guests declining insurance must sign a waiver before receiving their travel documents.

We will supply the necessary information to initiate this process if you need to file a claim. The client is responsible for creating the actual claim process and providing the information the insurance company needs to facilitate their claim. TP Express Travel DOES NOT make representations of the payment or denial of your claim and will not be held liable for the outcome of your claim. By booking travel with TP Express Travel, the client agrees to indemnify and hold harmless TP Express Travel from legal actions arising from or relating to the insurance company's ruling.

Travel Advice and Vaccinations

US Citizens should refer to the travel advice posted by the US Department of State at travel.state.gov for all the countries they intend to visit. Vaccinations may be required for some places you plan to visit, and it is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

If flights are included in your vacation:

Airline use of Insecticide Spray

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the plane. Federal law requires that we refer you to the Department of Transportation's Disinfection Information page on their website at the time of booking for further information.

<http://airconsumer.dot.gov/spray.htm>.

Hazardous Materials Disclosure

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years imprisonment and penalties of \$250,000 or more (49 USC 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials—examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

There are notable exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information, review the information found on [TSA's prohibited items webpage](http://www.tsa.gov/traveler-information/prohibited-items) at <http://www.tsa.gov/traveler-information/prohibited-items>.

Indemnification

You agree to indemnify us and our affiliates, any of our Suppliers, and any such parties' officers, directors, employees, and agents from and against any claims, causes of action, demands, losses, damages, or other costs (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.

MODIFICATION OF TERMS AND CONDITIONS: The Terms and Conditions may be amended or modified by TP Express Travel at any time without notice. Therefore, you must consult the Terms and Conditions before making each booking, mainly to ensure what provisions are in operation in case they have changed since the last time you placed an order.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with TP Express Travel. Without this acceptance, any order is subject to cancellation at any time. The failure of TP Express Travel to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to bear concerning subsequent or similar breaches. TP Express Travel does not guarantee it will take action against all violations of these Terms and Conditions.

Privacy Policy

You consent to our processing and sharing of personal information about you and other party members that you have provided to us in accordance with the terms of and for the purposes set forth in our privacy policy. You represent that you have read and agree to the terms of our privacy policy, which can be found on our website.

Warranties, Disclaimers, and Limitation of Liability

We expressly reserve the right to correct any pricing errors on our website or in print/digital format.

FORCE MAJEURE

"Force Majeure" means, in relation to TP Express Travel, any circumstances beyond our reasonable control (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, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

TP Express 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.

Suppose TP Express Travel and/or any of its travel suppliers are affected by Force Majeure. In that case, 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. Payment of any refund by TP Express Travel to you as a result of the non-performance of any obligations hereunder shall remain at its sole and absolute discretion.

However, TP Express Travel shall use its reasonable efforts to reimburse you where possible. However, TP Express Travel shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to TP Express Travel of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, political instability, or unsafe conditions, TP Express Travel reserves the sole and absolute discretion of whether to proceed with the trip. You may, in such circumstances, cancel the trip subject to TP Express Travel and each Supplier's terms and conditions.

General

We reserve the right to modify this Agreement without prior notice to you at any time. Please refer to our website at www.tpenterprise.com from time to time to review the most current version of the Agreement. Your continued access or use of our website or services signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity.

This Agreement shall be governed by the laws of the State of Maryland without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired.

ANTICIPATED LOSS OF REVENUE: If this trip is canceled by TP Enterprise Express Travel and/or its suppliers due to unforeseen circumstances, world events occur. Your refunds/transfers will be less TP Enterprise Express Travel's Anticipated Loss of Revenue fee of \$350.00 per person for time and services rendered.

HEALTH & SPECIAL REQUIREMENTS

It is your responsibility to ensure you are aware of any health requirements, health advisories, or health travel restrictions applicable to your travel destinations and to ensure that you carry all necessary vaccination documentation. TP Express Travel Agency is not responsible for providing you with this information. Travel carriers and local authorities at travel destinations may require specific testing prior to boarding and arrival at your destination, including, but not limited to, a temperature check because of the COVID-19 pandemic. You may be denied entry onto your carrier and entry upon arrival at your destination or be requested to self-quarantine at your destination and upon your return to the United States. You must comply with all local government regulations. Additional costs are your responsibility. Check with your Center for Disease Control and Prevention for current information before and during travel. www.cdc.gov

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW:

The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of Maryland. The Parties agree that the arbitration shall take place in Calvert County, Maryland, and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery in their sole discretion and render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against TP Express Travel. If Passenger(s) fails to submit their claim to arbitration and instead files a suit, TP Express Travel shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger(s) and TP Express Travel agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

Additional Terms/information:

1. Pricing - Prices are subject to change without notice until deposit submission (total amount - both/all roommates). We will not be held liable for the availability, price, or itinerary changes.
2. Deposit – DEPOSITS ARE NON-REFUNDABLE. Please remit the deposit ASAP to TP Express Travel if not already done. All payment details are listed on the travel package flyer, and your reservation is not confirmed without submitting each person's full deposit. ALL ROOMMATES ARE STRONGLY ENCOURAGED TO SUBMIT DEPOSITS AT THE SAME TIME.
3. Documentation – **PLEASE CAREFULLY REVIEW YOUR TRAVEL DOCUMENTS** within 24 hours of booking and immediately report any discrepancies/errors. Any changes made after this period may be subject to penalties/change fees at your expense.
4. Registration - A registration form [found attached to each travel package flyer or our website] is required at the time of booking. Phone reservations have limited recourse in regard to legal action or financial loss related to errors/omissions.
5. Receipt – Next, via email, you will receive a confirmation invoice which will also serve as your deposit receipt and payment letter/invoice outlining your monthly payment amount and due date.
6. Payments – Listed on the trip flyer. We will contact you to confirm receipt of payment and your remaining balance.
7. Notification – you will receive confirmation of each payment successfully processed.

8. Information – 1 month and up to a week before travel, you will receive email notices with helpful information designed to enhance your vacation. Please read these notices carefully, as they contain a wealth of information designed to ensure an enjoyable vacation!

9. Details –

- Cancellation – TP Express Travel charges a \$250.00 per person administrative cancellation fee in addition to the respective Supplier's established cancellation policies.
- Late fee – a \$100.00 late fee is assessed for all reservations not paid by the final payment date. The respective Supplier also reserves the right to cancel any reservation without a refund that is not paid in full by the indicated due date.
- Prices include government taxes and fees but do not include baggage fees, seat assignment fees, items of a personal nature, or items not included in your package.
- Travel insurance – highly recommended but optional – those declining insurance will be asked to sign a waiver prior to receiving travel documents/traveling. Don't hesitate to get in touch with me for a quote.
- Minors – guests 18 and under may require permission from their legal guardian to travel outside the United States with a non-custodial adult. Contact us for that form.
- Pregnancy – pregnant guests beyond 24 weeks gestation may not be permitted to travel via aircraft and **will not** be permitted to travel via ocean/river vessel.
- Final payment – PLEASE adhere to the final payment schedule. Failure to do so will result in the cancellation of your reservation, and penalties will be applied.
- Single supplement – Solo travelers will incur a single supplement.
- Travel documentation - a valid US passport (book) is required for ALL international travel via air (both children and adults). **NOTE:** the passport card is not acceptable.
- Room assignment – your room will be assigned by the hotel/resort prior to or at check-in. While we cannot guarantee you will receive a room in a particular building, floor, location, etc., you will receive a room within the category you have selected (i.e., Ocean View, Ocean Front, Garden, etc.). TP Express Travel bears no responsibility should you not receive your desired room location.
- NOTE: Resorts branded as "All-Adult" are reserved for guests 18 years and older (some All-Adult resorts welcome 16-year-old guests).
- All-inclusive resorts: All-inclusive resorts include all meals, snacks, beverages [alcoholic and non-alcoholic], room service, non-motorized water sports, taxes, and fees. Most all-inclusive vacation packages include round-trip airfare, sleeping accommodation, ground transportation, and all resort amenities. (unless otherwise stated)

If you have any questions, please contact (240) 277-2292 or email tpexpresstravel@gmail.com.

Thanks again for vacationing with the TP Express Travel Agency!