



## **PURA VIDA GLOBAL TRAVEL, LLC., TERMS & CONDITIONS AGREEMENT**

By using our services, you are signifying your agreement with the following Terms and Conditions, on behalf of yourself and all members of your traveling party.

### **1. PLEASE CHECK YOUR DOCUMENTS**

Please check your documents when you receive them. You agree to review your itinerary and other travel documents for accuracy and to inform us promptly of any issues. The names on your documents must match your government-issued ID. Call us if you have any questions. Pura Vida Global Travel is not responsible for document issues not brought to our attention in a timely manner.

### **2. AGENT FOR SUPPLIERS**

Pura Vida Global Travel, LLC., and its independent travel advisors (collectively “we” or “us”) act as sales agents for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. You acknowledge that your travel plans may be interrupted or cancelled by the Supplier, a government entity, or other third party over which we have no control. You further acknowledge that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

### **3. RISKS OF TRAVEL**

We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on “Destinations” and scroll to the name of the destination country. For destination information specific to COVID-19, we recommend

visiting [IATA's COVID-tracking site](#) in addition to the State Department site. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. Ultimately it is your responsibility to understand and abide by all requirements and restrictions when traveling. This may include the following: health affidavit forms; health screenings prior to departure and/or upon arrival; temperature screenings prior to departure and/or upon arrival; travel reason affidavit forms; online travel authorizations; airline safety & health requirements, such as health forms, screenings, face coverings; in-country requirements, such as periodic temperature checks, quarantine, face coverings; visas. Failure to meet the requirements and/or restrictions puts you at risk for fines, quarantine or deportation at your expense.

#### **4. CHECK-IN**

Minimum check-in for domestic flights is 1 to 1 ½ hours, and international flights, 2 to 3 hours. Due to heightened security measures, it is advised you allow extra time before scheduled departure. Failure to arrive within your airline's specified time could result in denied boarding.

#### **5. PROOF OF IDENTITY**

All passengers must present accepted photo identification such as a passport or other state or government--issued photo. **IMPORTANT INFORMATION FOR DOMESTIC AIR TRAVELERS:** The Federal Real ID Act mandates stricter security standards for state-issued driver's licenses and other forms of identification and prohibits Federal agencies from accepting for official purposes identification that does not meet these standards. Beginning on May 7, 2025, every air traveler will need to present Real ID-compliant identification to be permitted to board a domestic flight; therefore, those holding a non-compliant driver's license will need to present an acceptable alternate form of identification, such as a valid U.S. passport. To avoid disruption to their travel plans, air travelers are strongly encouraged to consult with the Department of Homeland Security ([www.dhs.gov/real-id](http://www.dhs.gov/real-id)) to determine whether their state-issued identification is Real ID-compliant and, if not, what alternate forms of identification will be accepted at the airport.

Please click [here](#) to find latest information on required documents.

#### **6. PASSPORTS AND VISAS**

You must have a passport to travel to another country. International destinations may have additional requirements such as a visa that you must obtain prior to departure. If you are a non-US citizen, different immigration requirements apply. You are responsible for contacting consulate(s) required. Without proper identification, or passport and necessary visas, you will not be permitted to depart. Call us if you need assistance with passports or visas.

You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more

after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

## **7. EXCURSION AND PROMOTIONAL FARES**

Most discount fares involve certain restrictions. A change in carrier(s) flight(s), time(s) or routing(s) could result in a carrier demanding a full fare. Obtain agency or airline assistance before making changes.

## **8. TIMES, FLIGHTS, AND FARES**

Times, flights, and fares are based on current tariffs that are subject to change without notice.

## **9. PRICE INCREASES**

Travel arrangements involving airline and cruise components are subject to Suppliers' supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

## **10. PRICE DROPS**

If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.

## **11. LOWEST FARES**

We have endeavored to secure the lowest possible fare, suitable for your travel requirements, based on space available at the time of booking, accessible sources of information, and knowledge of agents involved. However, we cannot guarantee, in view of the deregulation of airline fares, that the fare indicated on the ticket will be the lowest possible fare at departure date. Please contact us before departure if you wish to recheck any newly introduced fare that may correspond with your specific travel requirements.

## **12. TOUR, CRUISE, AND PACKAGE PRICES**

Tour, cruise, and package prices are subject to change without notice due to currency fluctuations, tariff changes or increase in operational costs. In addition, group tours/packages are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed on all passengers.

### **13. RESERVATION RULE VIOLATIONS**

You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets. If you do not use one of the flights in your reservation, the airline will cancel your remaining itinerary, and it may confiscate your frequent flyer points. You agree to indemnify us against airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

### **14. CREDIT CARD MERCHANT**

If we are the merchant on your credit card transaction, bear in mind that our services consist of counseling and facilitating the sale and paying the Supplier. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, and not Pura Vida Global Travel, LLC. **You agree not to initiate a chargeback against us or a refund request that is not authorized by this Agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund. Further to this point, you agree not to initiate a chargeback against us for any and all travel booked by the company that you or any other persons you have purchased travel services for have completed.**

### **15. IF YOUR PLANS CHANGE ENROUTE**

If your plans change enroute, check with your travel agent or airline carrier for charges, changes, and applicable fees.

### **16. OVERBOOKING**

Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment. The rules for denied boarding compensation are available at all ticket counters.

### **17. CANCELLATIONS AND REFUNDS**

We reserve the right to charge processing fees in the event of refunds, cancellations, and other services. To change or cancel your flight itinerary, you must do so prior to originally scheduled departure. No value remains after departure. If you are holding guaranteed hotel or car reservations you wish to cancel, you must contact the vendor directly adhering to their cancellation policy. We are not responsible to pay you for any loss you incur due to your failure to travel or your failure to follow the change or cancel policies of any travel vendor.

## 18. HOTELS

Hotels are usually confirmed on a guaranteed payment basis. If you cancel or change plans, please notify your hotel(s) within the time period specified by that hotel. Rules may vary by property.

## 19. WE STRONGLY RECOMMEND TRAVEL INSURANCE

If you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances of a pandemic, pre-existing medical conditions, and other policy exclusions. Consult the insurance carriers directly for details. Trip insurance or waivers provided by the supplier may not offer insolvency coverage. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. **You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to Covid-19 or any other claim under the policy.**

## 20. SUPPLIER BANKRUPTCIES

If an airline or other Supplier declares bankruptcy, it is not obligated to honor your reservation made before bankruptcy or to refund tickets issued before the bankruptcy. Travel agents are not allowed to refund tickets on airlines which have declared bankruptcy. Money given to a travel agent immediately becomes the property of the airlines, and we are required by laws to comply with airlines' orders.

If an airline declares bankruptcy, it might continue service, limit service, or stop completely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. Meanwhile there are fine travel insurance plans available for passengers to protect themselves in case of airline bankruptcies.

## 21. REFUND IN THE EVENT OF CANCELLATION

Under the California law, if a Supplier cancels its travel services, where you are not at fault and have not canceled, all sums paid to us for services not provided will be promptly refunded, unless you advise us to the contrary, in writing, after cancellation. This does not apply where we have remitted the payment to another registered wholesale seller of travel or a Supplier, without obtaining a refund, and where it defaults in providing the agreed-upon transportation or service. In this situation, we must provide you with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

**22. TRAVEL CONSUMER RESTITUTION FUND (TCRF) DISCLOSURES**

If you reside in California, this transaction is covered by the California Travel Consumer Restitution Fund (TCRF). Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrinfo.org](http://www.tcrinfo.org)

**23. CLAIMS DEADLINE AND EXCLUSIVE JURISDICTION**

You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Shasta County, California will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

**By signing below, you are acknowledging the Pura Vida Global Travel, LLC., Terms & Conditions as indicated.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_