

# Booking Terms and Conditions

Please review the following Terms and conditions of Kerry Me Away Travel, Inc. This constitutes part of your contract for your trip and any related services. Should you have any questions please contact us at [info@kerrymeawaytravel.com](mailto:info@kerrymeawaytravel.com).

The purchase of your travel booking constitutes a contractual agreement between the traveler(s), customer(s), and/or purchaser(s) (collectively as "**You**" and "**Traveler**"), and Kerry Me Away Travel, Inc ("**Kerry Me Away Travel**", "**We**", "**Us**") pursuant to the following terms and conditions ("**Terms**", "**Agreement**"):

**TRAVEL AGENT:** Kerry Me Away Travel, Inc acts as a travel agent only. We sell various travel-related products on behalf of numerous transport and accommodation service providers, including, but not limited to, airlines, coach, rail, cruise line operators, and hotels. Kerry Me Away Travel, Inc does not own, operate, manage, or control these independent suppliers of services and is not liable for their acts or omissions. Kerry Me Away Travel, Inc 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. Requests cannot be guaranteed.

All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. Suppliers reserve the right to deviate from the direct, customary, and/or scheduled route or itinerary for any reason, without limitation, and without notice. Traveler(s) acknowledge and agree that Kerry Me Away Travel, Inc is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. You understand that your legal recourse is against the specific provider, not Kerry Me Away Travel, Inc. Conditions can change rapidly in a country at any time. It is your responsibility to check the USA Government Travel advisories for your intended destination.

While Kerry Me Away Travel, Inc 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. **Traveler(s)** acknowledge and agree that Kerry Me Away Travel, Inc shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall Kerry Me Away Travel, Inc 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, onboard 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 Traveler admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation, and handling of Travelers and baggage.

**BAGGAGE FEES:** Additional fees for baggage may apply. Please contact your airline or refer to its website for detailed information regarding its checked baggage policies.

**IMPORTANT CONDITIONS:** Prices and availability quoted by Kerry Me Away Travel, Inc are not guaranteed until deposit is fully paid. Pricing and availability may change without notice. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. Kerry Me Away Travel, Inc reserves the right to charge Traveler(s) for any increase in taxes, fees or surcharges (i.e. fuel). Traveler (s) acknowledge this right and agree to pay any such additional taxes, fees, and surcharge.

Traveler agrees that Kerry Me Away Travel, Inc is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is Kerry Me Away Travel, Inc responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold Kerry Me Away Travel, Inc harmless for any actions or damages arising from Supplier pricing.

By signing below, you expressly acknowledge your acceptance of these conditions (i.e., increases before full deposit payment and increases attributable to government-imposed taxes or fees after full payment will be your responsibility) applicable to your purchase.

**CANCELLATION:** Please be aware that most travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking that you cancel, you agree to indemnify us for the amount of that fee or charge.

**SUPPLIER VOUCHER ISSUANCE:** If due to cancellations or postponements, Traveler is offered and chooses a voucher instead of a refund, Traveler understands that Kerry Me Away Travel, Inc has no special knowledge of the Supplier's financial condition and assumes no liability for recommending a credit. Traveler agrees that Kerry Me Away Travel, Inc is not responsible for a failure of a supplier to not honor trip credits due to supplier financial default or expiration of vouchers.

**DEPOSIT AND FINAL PAYMENT:** You will be required to pay a minimum deposit when booking. All deposits are non-refundable. Kerry Me Away Travel, Inc accepts Visa, American Express, Discover, and Mastercard for processing through our suppliers/vendors. Kerry Me Away Travel, Inc holds reservations until "Deposit Due Date" indicated on your confirmation. If deposit or final payment is not received by Kerry Me Away Travel, Inc on or before the respective Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Traveler(s) voluntarily hold Kerry Me Away Travel, Inc harmless for cancellation of any booking for either late payment or declination of a credit card.

Final payment is required no less than 30 days prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

**CHANGE FEES:** Once a travel booking has been confirmed and deposit(s) and/or full payment received, Kerry Me Away Travel, Inc reserves the right to charge a \$50 non-refundable change fee ("**Change Fee**") for date changes made at your request for each adult travel booking changed. This Change Fee is in addition to any change fees charged by the travel service provider(s).

**TRAVEL PLANNING FEE:** Kerry Me Away Travel, Inc charges a non-refundable and non-transferable travel planning fee of USD \$50 for individual vacation packages and USD \$250 for groups or weddings of 10 rooms or more to start the planning process for clients. Our non-refundable fee covers services such as:

- Working with you and/or your group for the next several weeks/months on your trip.
- Research for up to 3 customized proposals that includes 2 destination options on each proposal.
- For weddings: Working with the onsite wedding coordinator to plan and execute wedding
- Presenting accommodations, tour, flight and airport transfer options.
- Presenting Travel Protection options to protect your vacation investment.
- Booking each travel component with our trusted suppliers.
- Setting up payment arrangements per the vendor/supplier terms and collection of final payment to forward to vendor/supplier.
- Confirming all reservations on your behalf.
- Assisting with any and all travel changes needed.
- Assisting with any changes due to unforeseen weather (snow, tropical storms, hurricanes, etc.).
- Accessibility & support prior to and during your travels.

**CREDIT CARD TRANSACTIONS:** If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against Kerry Me Away Travel, Inc, and in the event that payment has been made to Kerry Me Away Travel, Inc by credit card, you agree that you will not seek to charge back your payment to Kerry Me Away Travel, Inc. If the credit card is passed through to the travel service provider and you seek to chargeback your payment from the provider, you agree to be held liable and indemnify Kerry Me Away Travel, Inc against this chargeback from the provider, including without limitation any air debit memos charged to Kerry Me Away Travel, Inc. If Kerry Me Away Travel, Inc incurs any costs, including but not limited to attorneys' fees to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to Kerry Me Away Travel, Inc immediately.

**TRAVEL PROTECTION:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by Kerry Me Away Travel, Inc to you constitutes a binding assurance or promise about the insurance. Kerry Me Away Travel, Inc is not an insurance company and has no responsibility for the submission, payment, or adjustment of any insurance claims. Any insurance claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy.

**ADDITIONAL FEES:** Additional taxes and surcharges that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers. Most properties and vehicle rental/leasing companies require a credit card imprint at check-in.

**RESPONSIBILITY:** We always do our best to make sure your travel arrangements are satisfactory. However, Kerry Me Away Travel, Inc and its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns do not own or operate any entity that provides goods and services for your travel, including without limitation lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers, or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to Kerry Me Away Travel, Inc.

**LIABILITY:** Kerry Me Away Travel, Inc is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, Kerry Me Away Travel, Inc is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services, whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities or amenities, such as air-conditioning systems in public places, hotels, and motor coaches may not be up to U.S. standards. If due to weather, flight schedules, or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers, and meal costs. Baggage is entirely at owner's risk.

**PASSPORTS:** All individuals departing from the United States of America must be in possession of a valid passport. Please check that your passport is valid for at least 6 months beyond your intended travel time. 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. You are responsible for confirming with the United States Department of State or the representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. 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.

**REAL ID:** Beginning May 7, 2025, if you plan to use your state-issued ID or license to fly within the U.S., it is your responsibility to make sure it is REAL ID compliant. If you are not sure if your ID complies, please check with your local state department of motor vehicles or visit [www.tsa.gov/real-id](http://www.tsa.gov/real-id).

**TRAVEL DOCUMENTS:** Travel documents include, without limitation, airline tickets, hotel vouchers, tour vouchers, or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being non-refundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the

passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates, and timings may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates, and timings on your documentation will be your responsibility if we are not advised at the time of booking. Please reconfirm your flights at least 24 hours prior to departure.

**BOOKING ACCURACY/LEGAL NAMES:** Traveler is required to immediately review all aspects of their booking to verify (but not limited to): Traveler names, mailing address, email address, telephone, date of birth, pricing, airfare, arrival/departure airports, accommodations and organized activities on your booking receipt. Please notify Kerry Me Away Travel, Inc immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of the Traveler's LEGAL first & last names. It is mandatory that guest names be identical to the Traveler(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

**HEALTH AND 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. Kerry Me Away Travel, Inc 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/or upon arrival at your destination, including, but not limited to, a temperature check as a result of the COVID-19 pandemic. You may be denied entry onto your carrier and/or entry upon arrival at your destination or be required to self-quarantine at your destination and upon your return to the United States. You must comply with local government regulations. Additional costs are your responsibility. Check with the Center for Disease Control and Prevention for current information prior to and during your travel.

Kerry Me Away Travel, Inc recommends that all Passengers be in good physical and mental health and have medical approval to travel. Should Passenger feel that they have a physical disability that will require special accommodation, this needs to be addressed prior to trip deposit. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that Kerry Me Away Travel, Inc shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

**FLIGHT CONFIRMATION:** We strongly suggest that clients reconfirm exact flight times with the carrier prior to departure. Air travelers are required to check in at least 2 hours prior to departure time for domestic flights and 3 hours for international flights and must report to the gate at least 30 minutes prior to departure time. Failure to comply may result in the loss of the seat to another passenger.

**INTERNATIONAL FLIGHTS:** Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transport disinfection website. ([www.transportation.gov/airconsumer/spray](http://www.transportation.gov/airconsumer/spray)).

**REFUSAL OF SERVICE:** Service providers reserve the right to refuse service to travelers at their sole discretion, including, without limitation, if the traveler: (i) Lacks proper documentation for the country of destination; (ii) Has a contagious disease; (iii) Is under the influence of alcohol, drugs, or narcotics; and/or (iv) Manifests disruptive and/or unruly behavior. Kerry Me Away Travel, Inc assumes no liability for the acts of the service provider in refusing service.

**PRIVACY POLICY:** Kerry Me Away Travel, Inc is committed to protecting the privacy and confidentiality of your personal information. Our Privacy Policy is available for viewing at <https://www.kerrymeawaytravel.com/privacy-policy>.

**ELECTRONIC OR HANDWRITTEN SIGNATURE:** Both parties agree that you may acknowledge and agree to these Terms: (i) electronically; (ii) by handwritten signature; (iii) by any other electronic means, including, without limitation, via email acceptance of these Terms; or (iv) by your implied consent deemed via your actions, which shall include without limitation the payment of the invoice and/or your use of the services provided by Kerry Me Away Travel, Inc or any other travel supplier related to your booking. All such means will be deemed to constitute effective acknowledgement and execution of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

**GOVERNING LAW:** The construction, validity, and performance of these Terms and any disputes between the parties shall be governed by and construed according to the laws of the State of Illinois, without giving effect to its conflict of law principles, and any federal laws applicable therein. Both parties submit to the exclusive jurisdiction of the courts of the State of Illinois with respect to any legal proceedings relating to these Terms.

**MODIFICATION OF TERMS AND CONDITIONS:** The Terms and Conditions may be amended or modified by Kerry Me Away Travel, Inc at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

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 Kerry Me Away Travel, Inc. Without this acceptance any order is subject to cancellation at any time.

I agree to the Booking Terms and Conditions listed above.

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Client Name

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Signature and Date