

When YOUR travel arrangements with Vacacionalmente are confirmed you agree to the following Terms and Conditions:

**General:**

Vacacionalmente, registered as a fictitious name of Viajexpress Travel Inc in the state of Florida with Seller of Travel registration ST41570, is a licensed Seller of Travel incorporated and located in the State of Florida. Vacacionalmente agrees to provide the Travel Participant ("YOU") with air transportation via either a Direct Air Carrier or a Public Charter, depending on the choice made by YOU. In addition, Vacacionalmente sells travel-related products such as ground transportation services, hotel stays, tours, and excursions, as well as other travel products provided by Independent Suppliers. Vacacionalmente does not own, operate, manage, control, or have any interest, directly or indirectly, with the Direct Air Carriers, Public Charter Operators, or any or all independent suppliers. Vacacionalmente is not liable for any inadequacy in their products or for their acts of non-compliance or omission.

**Passports:**

YOU must provide Vacacionalmente with a legible copy of all passports in the reservation within 24 hours after the reservation date. Passport information will solely be used to confirm identification and for properly issuing travel documents to avoid error checking in at airports, hotels and other reservations. Vacacionalmente reserves the right to cancel your reservation if copies of valid passports and other travel documents, as required, are not received. At time of travel outside the USA, YOU are responsible to have in your possession a valid passport, visas (if applicable), minor children travel consent, affidavits and any other document as required by the immigration and other government authorities at every destination as indicated on the travel documents. YOU cannot travel if your Passport or Resident Card is expired or if the travel requirements or other travel documents are not in order. You are responsible for confirming with the United States Department of State and/or 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. Vacacionalmente is not responsible for any fees, penalties, payments or expenditures incurred in the event such documents do not meet the requirements of those authorities and your negligence to comply accordingly.

**Vacation packages to Punta Cana or Cancun.**

Deposit, Final Payment, Cancellations and Refunds:

- Initial Deposit: per person traveling from USA at time of booking: Adults \$99 / Child \$99.  
per person traveling from Cuba at time of booking: Adults \$499 / Child \$499
- Second Deposit: 30 days after booking day: Adults \$100 / Child \$100.
- Third Deposit: 60 days after booking day: Adults \$200 / Child \$200.

- Final Payment: 45 days prior to departure for travelers from United States of America. In the case of individuals traveling from Cuba to the Dominican Republic through the Family Reunification Program, the final payment must be completed 72 hours before the day of the interview at the Consulate of the Dominican Republic.

- Changes fee: \$100

- Cancellation Policy:

1. All Deposits are Non-Refundable.

2. 50% of total price is refundable 59 to 46 days prior to departure.

3. Full penalty (No Refund) 45 days prior to departure.

Changes/Modifications/Revisions:

A \$100.00 non-refundable fee will be charged by Vacacionalmente for any changes, modifications and/or

revisions made to a reservation after initial deposit has been paid including without limitations the

refund and/or the cancellation policies of third-party suppliers. All changes, modifications and/or

revisions shall be submitted to Vacacionalmente in writing via E-Mail to your Sales Representative.

### **Travel Insurance:**

Vacacionalmente highly recommends purchasing Travel Insurance. Your travel arrangements purchased through Vacacionalmente do not include Travel Insurance. Vacacionalmente's Sales Representative will offer and quote an insurance plan for travel protection upon request. Vacacionalmente is not an insurance company and has no responsibility of any, description of coverage, submission, payment or adjustments due to any insurance claims. Any insurance claims that may fall under the relevant travel insurance policy must be submitted directly to the insurance company identified in the policy you purchased.

### **Baggage Fees.**

Additional fees for baggage may apply. It is your responsibility to visit airline's website for information regarding their baggage policies.

For Flights on Charter passengers are allowed one carry on of 20 pounds and one checked baggage of 50 pounds.

For Flights on LATAM Airlines passengers are allowed one carry on of 20 pounds and one checked baggage of 50 pounds.

For JetBlue Airways flights, passengers should visit <https://www.jetblue.com/help/checked-bags> or contact the airline directly.

Baggage fees are subject to change by the airlines at any time.

### **Credit Card Transactions.**

If for any reason, any travel service provider is unable to provide their services for which you have contracted, your solution lies against the provider, and not against Vacacionalmente. Vacacionalmente will make reasonable efforts to obtain refunds or compensations from the providers on your behalf, but Vacacionalmente is not responsible for any financial loss or damage to YOU or your property. If Vacacionalmente incurs any costs, including but not limited to attorneys' fees, to recover any payments charged back, that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to Vacacionalmente via money order or cash immediately.

### **Flight Confirmation:**

Vacacionalmente strongly suggest that YOU reconfirm exact flight times with the carrier prior to departure. All air travelers are required to check in at least 3 hours prior to departure time for international flights and must report to the gate at least 45 minutes prior to flight departure time.

### **Responsibility and Liability:**

Vacacionalmente is a licensed Seller of Travel in the State of Florida, its shareholders, directors, employees, affiliates, representatives, successors and assigns do not own or operate any service provider who provides goods and services for your travels 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. Service providers and their principals are independent contractors and are in no way affiliated to Vacacionalmente. Vacacionalmente is not responsible or liable for any negligent or willful act or failure to act of any service provider or of any third party whose services have been purchased by YOU. Vacacionalmente is not responsible for flight delays or for flight changes made by the airlines. All travel services included in your travel package are subject to the terms and conditions and limitations of liability imposed by those travel service providers. You understand that your legal recourse is against the specific provider and not Vacacionalmente.

**Force Majeure:**

In no event Vacacionalmente shall be responsible for any injury, loss, death, inconvenience, delay or damage to YOU, your personal property and/or any goods and services included in your travel reservation resulting from acts beyond its reasonable control including, without limitations, acts of God, terrorist acts, 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 for any failure of any transportation mechanism to arrive or depart on time. It being understood that Vacacionalmente shall use reasonable efforts to assist YOU overcome unforeseen situations and acts of God, but Vacacionalmente is not responsible for any consequential loss or damage to YOU or your property.

In the event of an unforeseen situation beyond our control regarding air services, Vacacionalmente reserves the right to change aircrafts. Should your hotel accommodations be unavailable, we reserve the right to provide YOU hotel accommodations of equal or better category. Equally, In the event of cancellation and/or changes of Excursions or Concerts offered to YOU at no charge, YOU are not entitled to refund and/or compensation.

**Refusal of Service.**

Service providers may reserve the right to refuse service to travelers at their sole discretion including

and without limitation if the traveler:

- Lacks proper documentation for the country of destination;
- Has a contagious disease;
- Is under the influence of alcohol, drugs or narcotics; and/or
- Manifests disruptive and/or unruly behavior.

Vacacionalmente is not responsible, does not assume any liability or shall incur any cost for any of the above and any actions or refusal by the service provider.

**Jurisdiction.**

In the event of any disputes arising from or related to these terms and conditions shall be governed by the laws of the State of Florida in Miami-Dade County and by the laws and resolved in the State of Florida and in the courts of County of Miami-Dade. It is hereby agreed

that the prevailing party shall be entitled to receive compensation for any legal/attorney's fees incurred as a result of a dispute.

Viajexpress Travel Inc (Vacacionalmente) is registered and licensed with the State of Florida as a Seller of Travel with Registration # ST41570 with offices at 7911 NW 72<sup>nd</sup> Ave Suite 117A Medley, FL 33166- Phone 305-330-6362.