



Terms and Conditions for Independent Travelers

Are You An Independent Traveler?

Working with a specialized travel consultant is like building a home. You have desires, dreams and wishes, and like the home builder who retains the services of an architect to bring it to fruition, you are hiring a "trip architect" who has in depth knowledge and expertise to construct your holiday with you. Designated for 5 years in a row by Condé Nast Traveler magazine as a "top Travel Specialist" for Italy and selected in 2009 as one of Bon Appétit magazine's prestigious Epicurean Travel Consultant Board, Victoria Goyet, founder of Endless Beginnings, brings over 40 years of travel expertise to the table to help you create your holiday.

For the independent traveler, Endless Beginnings can arrange hotel accommodations, rail tickets, car rentals or chauffeur driven cars, local guides and other services in addition to making suggestions for sightseeing, dining and off-the-beaten path excursions. To accomplish this satisfactorily, we must address the question of your budget, establishing realistic figures which will meet your comfort level while traveling. Please have in mind figures which fit both the highs and lows - we know you want value for your money, but we also know what is realistic when planning. If you have champagne taste and a beer budget, that's fine, but we must address this issue as honestly as possible to give you the vacation you want. Also, we are always mindful that this is your holiday, not ours, and we want you to enjoy it to the fullest. To assist us, we need to know the kind of hotel style (traditional, charming, contemporary, American style, amenities) and accommodations (standard, deluxe, suites, views) you prefer, the length of your stay, your interests (culinary desires, art, music, history, gardens, wine, etc.) and any other pertinent information which will be helpful for planning purposes. The more detailed information you can give us, the better job we can do for you. (Don't worry - you don't have to have an itinerary in mind, just tell us what you'd like to do! We'll help you with suggestions if you are uncertain.)

Non-Refundable (Plan to Go Deposit):

Plan to Go Deposits are required on all itineraries. In order to perform the professional services required to plan and arrange your travel, a **\$300** deposit is required. The deposit is non-refundable, but 100% is applied toward the cost of your travel or vacation. Travel and vacation planning involves much time. Our work is based on over 30 years of personal experience and professional expertise. We research cruises, tours, hotels, travel arrangements, culinary experiences and special activities to meet your specific needs, contact suppliers, coordinate transportation, and draft itineraries. Your final itinerary and documents will give you as smooth a travel experience as is possible. However, should you choose to book any part of the suggested itinerary yourself, with another agency or cancel for any reason, the Plan To Go Deposit will be retained by Endless Beginnings as payment for services rendered. Endless Beginnings offers peace of mind, as we are experienced professionals in the business of planning individual and group travel for sophisticated travelers who demand the most professional individual attention to detail and execution of a well planned travel experience.

Booking Conditions, Final Payment:

Deposits are typically required to confirm some reservations, (If arrangements are being made for more than 2 people or 1 room, additional deposits may be required, i.e. per couple, per room.) Once an itinerary has been established, we will give you approximate estimates of cost, which may vary when booking begins, subject to availability, rates of exchange and other unforeseen factors. With most work done by e-mail, when it can be used there will be no additional charges. If telephone calls are made overseas on your behalf, a log will be kept and you will be billed accordingly. We reserve the right to bill you at \$5 per telephone call on your final invoice. If you require advance restaurant reservations, there will be a \$20 per reservation charge.

After confirmation of your itinerary, you are permitted 1 change at no cost. Each additional change/revision will be billed at \$50 per change up to 7 days prior to departure. Thereafter, no changes can be made. When the arrangements have been confirmed, we require full prepayment no later than 30 days prior to departure. It

may be made by check or credit card by completing the Credit Card Authorization form. If reservations are made within 30 days prior to U.S. departure, they can usually be accommodated; there will, however, be a \$100 per booking "rush" charge in addition to the courier overnight delivery service charges which are to be billed to your credit card. Domestic courier charges (FedEx, UPS, Express Mail) for delivery to you will depend on the size of your final document packet but average approximately \$30 to \$35. If paying by check, these charges will be invoiced; if credit card payment, the shipment will be billed to your credit card. You may opt out of this if you want them sent by regular US mail.

If you require individual consultations (answers to questions, logistics, assistance with itinerary planning, in-depth dining, or any other advice and information) and prefer to book, or have already booked, your own arrangements, time will be billed at the rate of \$100 per hour with a 3 hour minimum, payable in advance.

Cancellation & Refund:

Cancellation outside of 30 days results in loss of the \$300 non-refundable retainer. Cancellations made 30 - 21 days carry a 30% cancellation penalty, or minimum \$300 per person; 20 - 15 days, 50% penalty or minimum \$500 per person; 14 days or less, 100% of the booking is lost. Because payments are always made in local currencies, any amount returned may differ from that sent as all refunds will be processed back into U.S. Dollars, based on the current rates of exchange at time of submission to the bank. Please note that refunds from overseas can take a very long time, often as long as six months. Guide, car & driver services are non-refundable with less than 30 days cancellation notice. There is no refund for unused services or arrangements cancelled once travel has begun or for "no show" of any arrangements! In the event of a chargeback a \$150 chargeback fee will be assessed in addition to any fees incurred as a result of this action.

What Do I Get?

Approximately 10 days prior to departure, *assuming your costs have been paid in full*, we will send all final documents including vouchers for hotels, any transportation arrangements made and other services requested. In the final document packet will be a detailed final itinerary written specifically for you IF a full program has been purchased and dining suggestion sheets, general information sheets and other miscellaneous materials only for those areas where we have made arrangements. If only hotels or a service are booked, we will provide the voucher and contact information.

Disputes: The Fine Print

Any arrangement provided by Endless Beginnings shall be construed by and governed under the laws of the State of North Carolina, and the parties irrevocably agree to submit to the jurisdiction and venue of the courts of the State of North Carolina, County of Mecklenburg, to resolve any dispute arising under or relating to these terms and conditions.

In any litigation, arbitration, or other proceeding, except mediation, by which one party either seeks to enforce its rights under these terms and conditions (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these terms and conditions, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment. Should it become necessary to send to collections a 25% of total cost for a collections fee will be assessed.

These terms and conditions may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of any term or condition shall be binding unless it is in writing and signed by both parties.

Nothing in these terms and conditions, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this agreement, nor shall any provision give any third persons any right of subrogation or action over any party to this agreement.

The waiver by Endless Beginnings of any term or condition of this contract is effective for that condition only and does not waive any other term and condition in the contract. WE RECOMMEND TRIP INSURANCE with cancellation benefits to help protect against the unexpected.

Please print and sign this page and return by mail, or as an Email attachment your review and acceptance of our policies. **This must be done before the finalization of any work can continue.**

I, the undersigned, have read, understand and agree to abide by the terms and conditions outlined in this document.

PRINTED NAME: _____

TITLE: _____

COMPANY/ORGANIZATION: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELL PHONE: _____

EMAIL: _____

YOUR SIGNATURE: _____ DATE: _____

Responsibility: Please read this notice. It constitutes part of your contract for travel-related services. ENDLESS BEGINNINGS (EB) is acting as a mere agent for suppliers in selling travel-related services, or in accepting reservations or bookings for services that are not directly supplied to this travel agency (such as air & ground transportation, hotel accommodations, meals, tours, cruises, etc.) EB, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay or injury to you or your companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling or handling of personal effects. EB shall not be responsible for any injuries, damages or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions or conditions outside EB's control. Traveler assumes complete & full responsibility for, & hereby releases EB from, any duty of checking & verifying any & all passport, visa, vaccination or other entry requirements of each destination, & all safety & security conditions of such destinations, during the length of the proposed travel. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Dept., (202) 647-5225. For medical information, contact the Centers for Disease Control, (404) 332-4559. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies & medical & climatic disruptions, and is advised to obtain appropriate insurance coverage against them, which may be available at an extra cost through EB, or an independent agency. Travelers' retention of tickets, reservations or bookings after issuance shall constitute a consent to the above & an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

Please return by mail, or as an Email attachment the original signed agreement to:

Endless Beginnings Tours • 20622 Mystic Cove Rd. • Cornelius, NC 28031