Biline	All
	Aboard
	Travel
4.9	GLOBETROTTING WITH A DIFFERENCE

Approved by	Date ,

# **AAT Traveler Terms and Conditions:** General

This is the general agreement that covers the Terms & Conditions between an All Aboard Travel (AAT) Advisor and Traveler for travel advice, booking expertise, and other travel services. Your specific contract may vary slightly. Please feel free to discuss any portion of these terms with management.

### I. ENGAGEMENT

Traveler initiates an Engagement with AAT when (i) Traveler Terms & Conditions are signed (and thereby agreed to) by Traveler and AAT Advisor; and (ii) Traveler pays AAT a fee. Without these two conditions, no formal relationship exists between Traveler and AAT; and Advisors are unable to provide travel services, estimates, or other information.

## II. FEES

- I. AAT is a full-service agency that charges non-refundable fees for research, planning, booking, and other travel-related services. Please ask your Advisor for specifics and examples. Fees vary due to the variety, complexity, number of passengers, and duration of Trips out of consideration and fairness to both Traveler and Advisor.
- 3. AAT reserves the right to refuse booking for air, other non-refundable, or regulated elements of travel where Travelers have no history of previously engaging AAT.
- 4. Travelers requesting Trip-Designs may receive up to three (3) itinerary drafts for a fee quoted, after which AAT may request additional payment.
- 5. During a trip, troubleshooting is included in the Trip Design Fee. Advocating after the trip is not included.
- 6. Fees included in the Trip Design appear in the Addendum.
- 7. Additional fees may be required for rush jobs (less than one month before departure) and advocating. Talk to your advisor.

#### II. PAYMENT

All Fees shall be paid directly to AAT and are due as services are rendered.

## III. Costs

- Traveler acknowledges that Costs are determined by individual Travel Partner. Traveler acknowledges responsibility for reading and understanding terms of Partner's booking and payment of their travel Costs. Although Advisor will make reasonable efforts to inform Traveler of such terms, it is Traveler's responsibility to become acquainted with and understand Partner's terms. This includes refund policies.
- 2. Advisor will obtain Traveler's approval prior to incurring any Costs on behalf of Traveler.
- 3. Quotations regarding all Costs are non-binding and subject to change until confirmed with Traveler's payment.
- 4. Quotes may be in currencies other than dollars. Those values may fluctuate and are Traveler's financial responsibility.
- Final prices and availability are determined when the Traveler's credit card pays Travel Partner with a deposit of in full, according to the terms of a given Travel Partner.

## IV. POSTPONEMENTS AND CANCELLATIONS

- Traveler acknowledges that AAT shall not be responsible for any policy or Cost set by any Travel Partner regarding Cancellations.
   Traveler acknowledges that policies relating to Cancellation, Postponement, and other matters are set by individual service providers and agreed to by and between Traveler and each Travel Partner only and to the exclusion of AAT. Although Advisor will make reasonable efforts to inform Traveler of such policies, it is Traveler's responsibility to become acquainted with and understand them. Traveler must approve each Service Provider and their policies before AAT confirms any Travel Service on Traveler's behalf.
- 2. Traveler acknowledges that Trips **often contain** elements which are non-refundable, no matter the cause of Cancellation. Traveler agrees to accept responsibility for understanding all rules regarding non-refundable Costs.
- 3. If Traveler requests Cancelation of all or any portion of a Trip for which (i) a Travel Design was completed and (ii) any portion of the related Costs therefore has been paid, then Traveler shall pay a 2% Cancellation Fee to AAT for successfully unwinding the Trip (or part thereof) with the relevant Service Provider(s), noting the following exceptions and details:
- 4. Due to the airline's strict regulatory requirements, AAT shall be entitled to an additional Fee for air Cancellation of \$50 per person for domestic flights and \$100 per person for international flights; and
- 5. Excluding air, AAT's Cancellation Fee will not apply for domestic trips of three days or less or any cars or transfers.
- By signing these Traveler Terms and Conditions, Traveler authorizes AAT to charge the Traveler's credit card should Traveler request a Cancellation for any reason.

#### V. PRIVACY, NON-DISCLOSURE, AND NON-SOLICITATION

- 1. Advisor agrees to take reasonable precautions to protect Traveler's privacy and personal information and for their traveling companions and guests. Advisor shall only provide such information to third parties as is necessary or legally required.
- 2. Materials and intellectual property provided by AAT (including but not limited to, itineraries, price quotations, experience

menus, etc.) are not to be shared outside of the intended recipient. Solicitation of Service Providers by Travelers is prohibited without Advisor's express written consent.

## VI. LIMITATION OF LIABILITY AND INSURANCE

- 1. Traveler acknowledges that travel is inherently dangerous and accepts any possible risks (financial, physical, or otherwise) and assumes full responsibility for any loss, injury (including without limitation, severe injury or death), or damage relating to the Trip.
- 2. It is Traveler's responsibility to arrange adequate insurance for risks during a given Trip according to Traveler's needs. AAT requires either (a) proof of Trip insurance or (b) a waiver stating that the Traveler chose not to purchase insurance.
- 3. AAT's relationships with many Travel Partners cover half a century of interaction with a history of fair pricing, dependability, excellence, and consistency. However, AAT cannot be held liable for the operation or conduct of any Travel Partner or held accountable for any Postponement or Cancellation due to circumstances beyond its control, including but not limited to acts of God, war or threat of war, terrorist activity, riots, civil strife, industrial disputes, natural disasters, disease, government actions, or adverse weather conditions. Traveler acknowledges and waives any such liability with regard to AAT and Advisor.

#### VII. COMMUNICATION

- 1. AAT's main office is located at 6034 Mimosa Lane, Dallas, Texas, 75230. The main telephone number is 214-521-8444. Office hours are M-F, from 9 a.m. to 5 p.m. Central Time. AAT is closed on weekends.
- 2. Travelers may receive a private, after-hours number for air issues outside of regular operating hours. AAT asks Traveler to be respectful of Advisors and their regular working hours. If there is a special need for after-hours communication, either the Advisor or AAT management will coordinate with Traveler as appropriate or requested.
- 3. Communication for reservations, changes, cancellations, postponements, and payments must be made by email. Text messages (i.e. Short Message Service or S.M.S) will not be accepted for these purposes and will be ignored.

#### VIII. MISCELLANEOUS

These Traveler Terms and Conditions represent a full and complete agreement between the parties signing below. The terms of this agreement are contractual and not merely a recital. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all which together shall constitute a single instrument. This agreement shall only be binding when one or more counterparts hereof, individually or taken together, shall bear all signatures of the parties. This agreement is fully performable in Dallas County, Texas, and the various rights and obligations of the said parties shall be exclusively governed pursuant to the laws of the State of Texas. Dallas County, Texas, shall be the appropriate and exclusive venue for any suit arising out of this agreement or in relation to the various rights and obligations of the said parties. This written instrument represents the final agreement among the parties and may not be contradicted by evidence of prior or contemporaneous oral or written agreements between or among one or more of the parties. Each party waives any and all claim of fraudulent inducement which resulted in his signing below. When the context requires, singular nouns and pronouns used herein include the plural. Whenever the context requires, the gender of all words used herein may be interpreted as the masculine, feminine, or neuter, as appropriate. All references, if any, to articles and sections refer to articles and sections of this instrument, and all references, if any, to exhibits are to exhibits attached hereto, each of which is made a part hereof for all purposes. If any part of this instrument, or the application of any term herein, proves to be or becomes invalid or unenforceable under any applicable law, such part shall be deemed modified to the extent necessary to render it valid and enforceable; provided, however, if such part may not be so modified, it shall be severed and shall not affect the remainder of this agreement, which shall continue in full force and effect.

All Aboard Travel, Inc.	Traveler	
Signature	 Signature	
_	Signature	
Advisor for All Aboard Travel, Inc.		
Print:	Print:	_
Main Telephone: 214-521-8444	Telephone:	

## **Trip Information Basics:**

Name of Group:				
Traveler Name(s):_				
Number Adult Travelers:		Number Child Travelers		
General Destinatio	n:	Estimated Travel Dates:		<del></del>
Services Includes:	[ ] Client Onboarding	[ ] Travel Design (y/n)	[ ] Pre-Event	[ ] Post-Event
	[ ] AAT Air (y/n)	[ ] Booking		
Fee Quoted for Eng	gagement:		,	Advisor:



#### Love is the food of life, travel is dessert.

Anonymous.

I never travel without my diary.

One should always have something sensational to read in the train.

— Irish writer Oscar Wilde

## **Glossary of Terms**

AAT All Aboard Travel, Inc., a Texas company established in 1974, incorporated in 1976

Advisor Refers to consultant/employee who provides Travelers with AAT Travel Services

Bookings The act of reserving space or purchasing tickets with Travel Partner(s) on behalf of one or more

Travelers. Some bookings include non-refundable fees. Others, such as hotel bookings, do not. Check

with your Advisor.

Cancellation The decision documented by email notification to Advisor from either Traveler or a Travel Partner that

all or part of a Traveler's Trip will not take place. The term "Cancellation" takes place after a Trip is

confirmed and before scheduled to occur.

Client Launch
Consultation & Fee

This non-refundable fee authorizes Advisor to begin work for Traveler and registers Traveler as a client for the trip indicated. It may include a trip scope with dates, passengers, geographic location, objectives, and other requirements. Travelers receive guidance for the suitability of their initial concept or alternative suggestions. It protects Travelers from wasted time, misplaced effort, and (potentially) misspent funds. Without limitation, this fee does not include (i) Travel-Design preparation, (ii) Bookings/reservations, (iii) quotes or details about price, availability, or any similar

Travel Insurance AAT highly recommends travel insurance and requires a waiver if clients opt out.

Costs Trip Costs are the expenses that the Traveler owes a Travel Partner for lodging, transportation, cruises,

information, (iv) introductions, or (v) any similar Travel-Design related services.

tours, and other elements of a trip. Payments may pass directly from Traveler to a Travel Partner or be paid by AAT with Traveler's credit card on behalf of Traveler. In signing this document, Traveler

authorizes AAT to pay Travel Partners as necessary.

Terms & Conditions

The agreement between Advisor and Traveler whereby Advisor will provide Traveler with a Client

Launch Consultation service, Travel Design, Booking, or other services in exchange for Fees as

described in this document.

Fee This refers to payments from Traveler to AAT for our services, such as Booking, Client Onboarding

Consultation, or Travel Designs. Fees are non-refundable.

FIT Travel Fully Independent Travel. AAT is a recognized expert in FIT.

**Group Travel** Group Travel may refer to six or more non-related Travelers taking a trip together on the exact same

itinerary. Group Travel includes Trips exclusively for AAT clients as well as those organized by Travel

Partners.

Postponement This occurs when a Trip is confirmed but not yet scheduled to depart, and all or part of is delayed up

to 12 months. Any Postponement lasting more than 12 months shall be deemed a Cancellation unless

otherwise agreed by the Traveler, AAT, and, if appropriate, one or more Travel Partners.

Traveler The person(s) contracting with Advisor for one or more Client Onboarding Consultations, Travel

Designs, Bookings, or other services

**Trip** The travel experience which is the subject of the Engagement

Travel Partners A third party who provides Travelers with Travel Services and products. Travel Partners include,

without limitation, hotels, airlines, cruise lines, collaborators, guides, car companies, trains, tour

companies, restaurants, entertainment venues, and insurance companies.

At Travelers request, AAT may research, suggest, and/or book Travel-Partners products. Each maintains

its own separate terms and conditions which are agreements between the Traveler and the Travel

Partners and not AAT.

**Trip Design**This refers to the comprehensive planning and implementing of all or any aspects of a given Trip. This

includes but is not limited to (i) creating a logical itinerary, (ii) researching, pricing, and booking Travel Services, (iii) coordinating between various Travel Partners, (iv) discussing any aspect of a Trip with Traveler, (v) taking such action as the Advisor deems necessary or advisable for a Postponement or Cancellation (including, without limitation, requesting the same from any Travel Partners), (vi) providing Travelers with relevant information and travel documents, and (vii) obtaining Traveler's

approval for any aspect of a given Trip. Trip Design may include one or multiple Bookings.

**Travel Service** Any service provided by a Service Provider.