

s terms & conditions

Kara Mcintosh is sharing their terms & conditions to clarify how they work and ensure a smooth, transparent planning process for you.

These terms and conditions ("**Agreement**") govern the relationship between Ciara Winsor Luxury Travel, Inc, an independent travel advisor ("**Travel Advisor**" or "**we**") on one side and you, the purchaser of travel services or lead traveler ("**Client**" or "**you**") on the other.

1. **Use of Travel Advisor's Services.** You represent and warrant that:
   a. You are at least 18 years of age and are authorized to enter into this Agreement and make travel bookings with Travel Advisor;
   b. The information you provide (whether for you or on behalf of others) is true and accurate, and you will continue to provide updated information throughout your engagement with Travel Advisor; and
   c. You will abide by the terms and conditions of this Agreement and any terms and conditions of our travel suppliers or partners that are applicable to your booking.
2. **Independent Travel Advisor**
   a. Travel Advisor is an independent travel advisor of Fora Travel, Inc. ("**Fora**") and operates its own separate travel business. Client understands and agrees that: (i) Travel Advisor is not an agent, representative or employee of Fora; (ii) Fora is a technology provider and host agency, not a travel service provider; (iii) Client will have no claim against (nor will Client file any claim against) Fora for losses or damages resulting or arising from the provision of services by Travel Advisor; and, (iv) notwithstanding anything to the contrary in this Agreement or otherwise, Fora is not a party to this Agreement for any purpose. Client expressly waives any claims, demands, or causes of action against Fora arising from or relating to any travel arrangements, advisor services, cancellations, disputes, or any other matters related to this Agreement.
3. **Services; Concierge Fees**
   a. Travel Advisor will provide Client with travel planning services, which may include researching and booking travel arrangements such as accommodations, transportation, activities and tours based on Client's preferences and budget, as well as any other services agreed to by the parties in writing.
   b. Travel Advisor may charge a concierge fee for its services, which will be mutually agreed with Client in writing. Any concierge fees charged are 100% non-refundable and due before Travel Advisor begins work on an itinerary.
4. **Suppliers; Client's Responsibility.**
   a. Travel Advisor's role is to make travel reservations for the Client upon request and to act as liaison between Client and travel suppliers, ensuring the itinerary runs smoothly.
   b. Client acknowledges that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased and that travel documents may be issued by third party booking channels selected by Travel Advisor. Client consents to the use of the suppliers disclosed to Client and is responsible for due diligence of the suppliers chosen by Client or the traveler and quality of their services. Client agrees that the Travel Advisor will not be responsible if the Client is not satisfied with the final choices.
   c. Travel Advisor makes no guarantee of a supplier's rates, bookings, quality of services, or special requests. Each supplier is an independent entity with its own management and is not subject to Travel Advisor's control. Travel Advisor bears no responsibility for any changes, delays, alterations, modifications or cancellations of an itinerary or booking made by a supplier, other third party or due to force majeure and does not cover associated costs.
5. **Travel Bookings.**
   a. **Rates**: All quoted prices are in USD unless otherwise indicated and are subject to change without notice. You understand and agree that many suppliers employ dynamic pricing and prices are based on several factors, including demand and availability. Prices cannot be guaranteed until the applicable service is booked and the deposit, if applicable, is received.
   b. **Currency Fluctuations**: Client is aware that there may be currency fluctuations that may affect the final amount due for the Client's reservations.
   c. **Confirmed Bookings**: All bookings are subject to availability and confirmation by Travel Advisor.
   d. **Personal Information**: Client authorizes Travel Advisor's use of Client's personal information for bookings, airfare/airline tickets, tours, cruises, restaurant reservations and any other services requested by the Client.
   e. **Payment**: Client will pay for all travel services promptly when due by paying the supplier directly or, if directed by Travel Advisor, by paying Fora who will process the payment on behalf of a supplier.
   f. **Credit Card Authorization; Disputes and Chargebacks**: You may choose to keep a credit card on file with Travel Advisor which Travel Advisor may charge for any travel services and associated amounts that are expressly authorized by you. You further certify that you are an authorized user of any credit card provided to Travel Advisor. YOU AGREE NOT TO FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF TRAVEL ADVISOR OR OUR TRAVEL SUPPLIERS OR PARTNERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND OUR CONTROL, UNLESS THE PRODUCT OR SERVICES PURCHASED WERE NEVER PROVIDED OR GROSSLY MISREPRESENTED. You agree to notify Travel Advisor immediately if any products or services purchased are not as expected and to give Travel Advisor a reasonable opportunity to assist in finding an acceptable resolution with the supplier responsible for providing the product or services.
   g. **Fees from Independent Travel Arrangements**: Travel Advisor is not responsible for costs and fees incurred for travel arrangements made independently of Travel Advisor.
   h. **Nonrefundable Bookings; Modifications and Cancellation Fees**: Client understands and agrees to all terms and conditions of suppliers from which it has purchased travel services, and that Client is subject to the deposit, cancellation, modification and refund policies of each individual supplier. Client also agrees to provide Travel Advisor with a minimum of 48 hours' notice by email for Travel Advisor to effect any cancellation or modification requests.

Travel Advisor will not be liable for any penalties imposed on Client due to untimely requests by Client. Client further agrees that to the extent Travel Advisor incurs any fees or expenses because of modification or cancellation of a booking, such costs and expenses will be passed on to Client.

i. **Travel Insurance.** Travel insurance is not included unless expressly stated and purchased by Client. Travel insurance can protect against supplier issues, delays, cancellations, medical emergencies, lost luggage, and more. Proper insurance helps safeguard against financial loss in most situations. Without appropriate travel insurance, you understand and agree that if you cancel your travel or your trip is interrupted for any reason, Travel Advisor and travel suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs.

6. **Government Identification and Travel Advisories.**
   a. **Denial of Entrance**. You understand that Travel Advisor is not responsible for the denied entry into any country for any guest and that all guests are responsible to ensure that they have all the proper documents for entry. All names on documents must match the legal name on the guest's photo I.D., and travel document information must match tickets. You understand that minors unaccompanied by birth parents will need a permission letter for travel outside the U.S. and any travelers with criminal convictions may be denied entry to certain countries, including Canada. Each guest is responsible for determining if issues are present with the immigration/customs process into a foreign country. BEING DENIED ENTRY FOR ANY REASON MAY RESULT IN A COMPLETE FINANCIAL LOSS ASSOCIATED WITH YOUR TRIP AND DOES NOT ENTITLE YOU TO ANY REFUND.
   b. **Passports**. You understand that a passport is required for international travel, including for children & babies and that for some countries (including Mexico, Costa Rica, St. Lucia, Europe) passports must be valid 6 months after the date of travel. Additionally, a visa may be required by applicable government regulations. WHEN YOU RECEIVE YOUR TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO ENSURE THE INFORMATION IS CORRECT.
   c. **Traveling with Minors**. Children and infants may also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see https://help.cbp.gov for additional information. Parental or legal guardian consent must be provided to the supervising adult or group leader in writing.
   d. **Travel Advisories**. Travel to certain destinations or during certain times may involve greater risk than others (especially as it relates to COVID-19/other communicable diseases and evolving geopolitical tensions). Changes in travel advisories (i.e., government-issued warnings, recommendations or notices regarding safety, security, health risks or other travel-related concerns in certain destinations) shall not supersede the cancellation and refund policies of travel suppliers or partners. Client acknowledges that unless they have applicable travel insurance coverage, changes to travel advisories or personal concerns, including anxiety or discomfort regarding a destination, do not entitle you to a refund, credit, or other compensation. It is your responsibility to review and understand travel advisories issued by the United States and the destinations you will be visiting. Travel Advisor does not represent that travel to locations, even locations for which it provides services to, is advisable or without risk. CLIENT'S PARTICIPATION IN ANY TRAVEL CONSTITUTES ACCEPTANCE OF SUCH RISK.

7. **Liability; Damages; Force Majeure.**
   a. TRAVEL ADVISOR ACTS SOLELY AS AN AUTHORIZED SELLER FOR DISCLOSED TRAVEL SUPPLIERS AND PARTNERS AND HAS NO CONTROL OVER THEIR OPERATIONS. THEREFORE, TRAVEL ADVISOR IS NOT LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY ISSUES ARISING FROM THESE TRAVEL SUPPLIERS' AND PARTNERS' SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, LIABILITY FOR ACTS, ERRORS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT, SERVICE FAILURES, CANCELLATIONS, REFUND POLICIES, PRICE CHANGES, BANKRUPTCY, OR OPERATIONAL CESSATION. TRAVEL ADVISOR DISCLAIMS ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE GOODS OR SERVICES PROVIDED BY THESE SUPPLIERS, AND YOU AGREE TO RELEASE TRAVEL ADVISOR FROM ANY SUCH CLAIMS.
   b. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TRAVEL ADVISOR HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM TRAVEL ADVISOR WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY TRAVEL ADVISOR.
   c. Travel Advisor is not liable for any failure or delay in fulfilling obligations under this Agreement due to causes beyond its control, including natural disasters, accidents, civil unrest, war, terrorism, pandemics, equipment failures, government actions, or other unforeseen events. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

8. **General.**
   a. **Modifications**. Travel Advisor reserves the right, in its sole discretion, to amend this Agreement at any time. Updated versions of this Agreement are effective immediately upon provision to Client.
   b. **Governing Law; Venue.** The laws of the State of West Virginia govern this Agreement. You hereby consent to the exclusive jurisdiction and venue of courts in Almost Heaven, West Virginia in all disputes arising out of or relating to travel bookings with Travel Advisor.
   c. **Third Party Beneficiaries:** This Agreement is for the sole benefit of Travel Advisor and Client and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer any rights, benefits, or remedies upon any person or entity other than the parties to this Agreement.
   d. **Timeliness; Claims; Class Action Waiver.** Any claim against Travel Advisor must be brought within 12 months after the date of the completion of the trip and not later. TRAVEL ADVISOR SHALL NOT IN ANY CASE BE LIABLE FOR DAMAGES OTHER THAN COMPENSATORY DAMAGES, AND YOU WAIVE ANY RIGHT TO CLAIM PUNITIVE OR EXEMPLARY DAMAGES. YOU AGREE THAT YOU MAY ONLY BRING CLAIMS IN YOUR INDIVIDUAL CAPACITY AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY CLASS ACTION, PROPOSED OR PURPORTED CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, REGARDLESS OF THE TYPE OF PROCEEDING.
   e. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed in a manner that best achieves the original intent of the parties.
   f. **Headers**. Headings are for convenience only and "including" and similar terms are to be construed without limitation.
   g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
   h. **Acceptance.** By executing this Agreement, you hereby consent to the terms and conditions set forth herein.