

# **VERTICAL ESCAPE VACATIONS, LLC. TERMS & CONDITIONS**

Vertical Escape Vacations, LLC (hereafter, Vertical Escape Vacations, Vertical Escape and/or VEV) is a for-profit business. By consulting, depositing and/or booking any Vertical Escape Vacations trip (including anything supplied by its third-party vendors), you agree to have read, understand, and acknowledge all policies, terms & conditions, set forth below; any third-party vendors policies, terms & conditions, which may or may not be supplied by Vertical Escape Vacations.

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## **JURISDICTION AND APPLICABLE LAW**

*ALL BOOKINGS ARE ACCEPTED BY VERTICAL ESCAPE VACATIONS, LLC AS AGENT FOR THE TRAVEL SUPPLIERS ON YOUR ITINERARY. SEPARATE SUPPLIER TERMS AND CONDITIONS WILL APPLY TO YOUR RESERVATION AND PURCHASE OF TRAVEL-RELATED GOODS AND SERVICES THAT YOU SELECT, AND YOU UNDERSTAND AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF PURCHASE IMPOSED BY ANY SUPPLIER THAT YOU HAVE SELECTED AS A SERVICE PROVIDER ON AN ITINERARY YOU HAVE APPROVED.*

*VERTICAL ESCAPE VACATIONS, LLC. RESERVES THE RIGHT TO USE SUPPLIERS AT THEIR DISPOSAL. IT IS THE RESPONSIBILITY OF THE BUYER TO EDUCATE THEMSELVES ON THE SUPPLIED SUPPLIER'S TERMS & CONDITIONS AND/OR POLICIES. VERTICAL ESCAPE VACATIONS, LLC. RESERVES THE RIGHT TO CHANGE ITS TERMS AND CONDITIONS, AT ANY TIME.*

### **BEFORE YOU RESERVE TRAVEL**

#### **a. PASSPORT & IDENTIFICATION INFORMATION**

A passport is now required for all air travel between the US and Canada, Mexico, Bermuda, and the Caribbean region, as explained in the U.S. State Department's Western Hemisphere Travel Initiative. In addition, some states' residents will be required to furnish an alternate form of identification when flying. A passport is recommended. Plan accordingly. Visit [www.tsa.gov](http://www.tsa.gov) for more information. Within the United States, air travelers are required to present Government issued Identification, such as a current driver license. International travel requires a passport and, in some cases, a visa. All individuals are responsible for obtaining the required documentation necessary to travel. Incomplete travel documentation may result in denial of boarding, by the air carrier. Travel document requirements are subject to change without prior notification; at the discretion of appropriate government agencies and/or the air carrier. Passports are required to be valid for 6 months from your return date. Passport cards are not valid for international travel, via air. Check with your state's Dept. of Transportation website and [www.tsa.gov](http://www.tsa.gov) for all information. This is the traveler's responsibility.

#### **b. BAGGAGE FEES**

Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Vertical Escape Vacations is not responsible for additional fees incurred for baggage or seating. Baggage fees are not a part of any of our packages, including all-inclusive packages. Please review Updated Checked Bag and Carryon Bag Rules or What Can I Bring, at [www.tsa.gov](http://www.tsa.gov) or with your respective airline.

#### **c. RECONFIRMING YOUR FLIGHTS**

Vertical Escape Vacations advises to personally re-confirm your flight schedule within 24 hours prior to departure, directly with the airline, in case of any last-minute changes or delays. Most airlines allow you to check in online 24-hours prior to departure.

#### **d. AIR TRAVEL (SCHEDULE RECONFIRMATION AND CHECK-IN)**

Please check-in with your airline at the airport no later than two hours (domestic) or three hours (international), prior to your scheduled flight departure. Your airline ticket is a contract between you and the air carrier, even if you purchase through VERTICAL ESCAPE VACATIONS, LLC. If you purchase air travel through VERTICAL ESCAPE VACATIONS, LLC., you acknowledge and agree that VERTICAL ESCAPE VACATIONS, LLC. does not have the right to control the operations of independent airlines, and agree that VERTICAL ESCAPE VACATIONS, LLC. is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

You understand and agree that VERTICAL ESCAPE VACATIONS, LLC. functions solely and exclusively as a booking agent for the air carrier, that we do not handle or hold client funds for airline tickets, and that we are not the Merchant of Record under the meaning of that term under the Department of Transportation's regulations. Because VERTICAL ESCAPE VACATIONS, LLC. does not hold or handle client funds, you understand and agree that any refund for cancelled or delayed flights, baggage fees or seat assignments must come directly from the airline and not from VERTICAL ESCAPE VACATIONS, LLC.

VERTICAL ESCAPE VACATIONS, LLC. shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). VERTICAL ESCAPE VACATIONS, LLC. has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and VERTICAL ESCAPE VACATIONS, LLC. has no control over airline seat assignments. Most airlines charge a fee to pre book a seat.

**e. RESORT/HOTEL CHECK IN**

Check-in time at most resorts is 3:00pm (local time). If you arrive prior to 3:00 pm your room may not be ready. The resort may store your luggage in a secure location on property so you may start enjoying your vacation without delay.

**f. PRICE GUARANTEE**

Pricing and availability may change at any time, until a deposit is made. These changes are set forth by airlines, hotels, resorts, etc.

**g. PHOTOS**

By registering with Vertical Escape Vacations, LLC, and/or attending any Vertical Escape Vacations' trip or function, you agree that any photo taken of you, by Vertical Escape Vacations employees, may be used in any Vertical Escape Vacations marketing, including, but not limited to, our website, trip flyers and Vertical Escape Vacations social media pages. Your names will never be used without your permission. Vertical Escape Vacations is not responsible for other members posting their photos on the web. Financial compensation is not offered/issued when using your photos. Should you not wish to be photographed, you must inform us, in writing, or via email to [info@vevacations.com](mailto:info@vevacations.com), with the appropriate title in the Subject Field.

**h. EMAIL COMMUNICATION (OPT-OUT)**

You have the option to opt-out of all email notifications. However, it is the trip applicant's (and other attending members') responsibility to check the website for any trip changes that may occur. Vertical Escape Vacations does not send SPAM emails and discourage the opting out of our emails, as you may miss important updates. Vertical Escape Vacations is not liable for any information missed, due to opting out.

**i. DISCLAIMER OF LIABILITY**

Vertical Escape Vacations, LLC is an independent contractor of TropiGal travel LLC, currently based in the state of Georgia (USA). Vertical Escape Vacations is an organization whose members join to enjoy various athletic and social activities. Travelers and their families acknowledge that sports such as skiing and any other physical exercise, may present a certain level of danger; personal injuries can and do occur. Travelers and their families agree that Vertical Escape Vacations, its owners, Trip Leaders, members, and agents shall not be liable, nor responsible for, and applicant shall save and hold them harmless from and against, any and all claims and damages of every kind, from injury to death of any person or persons, and for damage to or loss of property, whether or not caused by the negligence of Vertical Escape Vacations, arising out of, or attributing directly or indirectly to, the operations, event, or events conducted by Vertical Escape Vacations, of which the primary participant and/or his/her family members are participants. In the event of indlement weather, injury, or other causes of events beyond the control of Vertical Escape Vacations, which cause delay or necessitate medical care, special transportation other than that specifically contracted in a Vertical Escape Vacations trip, or other expenses, it shall not be the responsibility of the Vertical Escape Vacations to pay for resulting costs and expenses, including, but not limited to, additional lodging/airfare expenses, additional meal expenses, medical expenses, special transportation other than that specifically contracted in a Vertical Escape Vacations trip, or other similar expenses. As a condition of participation, the primary participant and his/her family members agree to abide by the rules of Vertical Escape Vacations, transportation companies and resorts, and while participating in the activities of Vertical Escape Vacations, to obey activity or trip rules and orders of the person(s) in charge of such activities. The primary participant shall ensure that all family members also comply with all applicable rules and orders of Vertical Escape Vacations and the person(s) in charge of such activities, along with rules pertaining to transportation and lodging.

Vertical Escape Vacations, LLC may book wellness travel for clients, which may include yoga, meditation, medi-spa, and other activities, treatments and services intended to maintain, manage, or improve travelers' health and well-being ("Activity" or "Activities"). We have no specialized knowledge of the practices or techniques employed by our Suppliers and make no representations of the qualifications of the professionals and practitioners who offer these Activities. We make no representations that by participating in these Activities there will be any demonstrable improvement in your physical, mental, emotional, or spiritual well-being. We are not responsible if your participation in these activities leads to a worsening of any condition you may have. We are not responsible for any injuries you may sustain, illnesses you may contract, including injuries or illnesses that may result in loss of life. You acknowledge that you are voluntarily participating in the Activities on your itinerary, and that you understand that there are risks associated with your participation in the Activities, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, or economic loss. These injuries or outcomes may arise from your own or other's actions, inactions, or negligence, or the condition of the Activity location(s) or facility(ies). Nonetheless, you assume all risks of your participation in the Activity, whether known or unknown to you, including travel to and from the Activity (including air travel) or any events incidental to the Activity.

The choice of law for any legal proceedings related to Vertical Escape Vacations' services shall be the Commonwealth of Pennsylvania. If any action at law or in equity is necessary to enforce or interpret the terms of Vertical Escape Vacations' Terms & Conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. The venue for any legal proceedings related to Vertical Escape Vacations' services shall be the state courts located in Montgomery County, Pennsylvania or the federal courts located in Philadelphia, Pennsylvania.

## **VERTICAL ESCAPE VACATIONS BUSINESS PRACTICES**

Vertical Escape Vacations, LLC is a "for profit" business entity. In addition to any applicable verbiage above, Vertical Escape Vacations may also adopt and proceed with the following practices:

### **a. PLAN TO GO FEE**

Vertical Escape Vacations invests time in education, achieving Specialist status, along with certifications, in a variety of travel specialties. We attend familiarization trips, conferences, seminars, online training, and of course, we supply a wealth of first-hand experience, from destinations all over the globe. We ask you will make a commitment to us, as we will commit our time & resources to you. Great travel experiences are as unique as the clients we plan them for. To keep our professional services free of charge and to ensure our time is spent planning vacations for our most serious and qualified clients, we've determined, depending on the complexity of your trip, and/or other factors, you may be asked to submit an upfront good faith agreement, or "Plan to Go" fee. The "Plan to Go" fee may also be deferred, at the agent/advisor's discretion. The "Plan to Go" fee will be discussed, in detail, during your initial phone consultation.

The "Plan to Go" fee allows your travel professional to know your true intentions and protects them from working on trips that ultimately will not/do not come to fruition. The "Plan to Go" fee will allow us to commit the time, effort, gain access to resources, allowing us to research and plan your vacation thoroughly. The "Plan to Go" fee allows your travel professional to begin the research and planning processes, with excitement and provide results to you, in an expedited manner.

The "Plan to Go" fee assures you you will commit to Vertical Escape Vacations, to research and book your trip. It allows us to focus on clients that are committed to travel, who expect stellar service. Upon acknowledgement of this agreement and receipt of payment, we will immediately move forward with the research, quoting and booking process via email.

Once a quote is provided, if you are unable/unwilling to proceed with a booking after three (3) days, a new agreement will be required once planning resumes. Rates (resorts, hotels, airfare, rental cars, etc.) are not guaranteed, until deposits are made.

#### **Please note the following:**

- \* The "Plan to Go" fee cost is \$100 per traveler, regardless of age.
- \* Depending on the type of vacation planning, the "Plan to Go" fee may be refunded once your trip is:
  - \* Initially deposited (within 72 hours of receipt of quotes), **or**
  - \* Paid in full.
- \* The "Plan to Go" fee is forfeited or charged, if after we start the research and devote time to creating your itinerary, you decide not to complete your booking.
- \* The "Plan to Go" fee is **not** inclusive of your trip deposit or final payment.

Unless otherwise communicated, after initial consultation, a client/potential client will be given trip quotes, containing multiple options. These options will be addressed prior to any research and contain all needs and/or wants of said client/potential client's desired vacation. These options may or may not contain actual resort names and may be listed as "xxxx hotel, or similar". At the discretion of Vertical Escape Vacations, these options may be given to the client/potential client, with no "Plan to Go" fee charge. Any changes, relating to dates, locations, resorts, activities, number of travelers, flights, travel protection (insurance), etc. are subject to the "Plan to Go" fee schedule, listed above.

**Custom, "non-Caribbean/Mexico" itineraries (i.e., Ireland, Italy, Thailand, etc.), require much more research and planning. Intercontinental phone calls and abnormal work hours are necessary. Your budget will be discussed, and your provided itinerary results will reflect said budget. Depending on the amount of time invested, the Vertical Escape Vacations' fee, for itineraries that do not result in a booking deposit, can range between 5% - 10% of the total proposed trip cost, depending on complexity. All "Plan to Go" fees are payable via PayPal.**

**VERTICAL ESCAPE VACATIONS RESERVES THE RIGHT TO CHARGE THE "PLAN TO GO" FEE BEFORE WORK BEGINS, OR AT ANY TIME PRIOR TO DEPOSIT.**

### **b. ADMINISTRATION FEES**

Vertical Escape Vacations' Administration Fees are \$75 per hour and charged when an invoice is generated for any travel information researched and/or provided to a client or potential client, who has not completed a booking once all criteria has been met. Administration Fees are charged for, but not limited to, time spent on communication with client (text, phone, email, Zoom, etc.), suppliers (text, phone, email, Zoom, etc.), researching and assembling itineraries.

### **c. REFUNDS**

If Vertical Escape Vacations' "Plan to Go" fee is implemented prior to initiation of any travel-related request, the "Plan to Go" fee will be refunded, via PayPal.

There will be **no refund** of Vertical Escape Vacations' "Plan to Go" fee, if the vacation is,

- \* Not ultimately booked/deposited with Vertical Escape Vacations.

\*\* Vertical Escape Vacations is not responsible for price changes/increases pertaining to availability, airfare, etc., once initial quote is supplied, prior to trip deposit.

\* Final payment is not made

- a. You forfeit any refund and must contact the travel insurance company provided with your vacation, to submit a claim. The customer is also bound by any penalties (financial or otherwise) of the primary supplier as provided within said supplier's Terms and Conditions.

**d. CHANGES**

Changes can be made but are subject to additional fees. Vertical Escape Vacations reserves the right to charge a flat rate of \$25.00 per change, per person, per quote/trip. This charge is not inclusive of any fees charged by airlines, third-party suppliers/vendors, land-based accommodations, or any other entity involved in one's booking. **These fees are not covered by Travel Protection/Insurance.**

**e. CANCELLATION & FEES**

Once deposits are made, they are non-refundable, unless you purchase travel protection (insurance), which is purchased upon making your initial deposit or if you choose to pay your trip in full, in lieu of an initial deposit. If travel protection was purchased, you will receive the money back you are due (as per your insurance policy), less the purchase price of said policy and/or fees charged by Vertical Escape Vacations, LLC.

- Vertical Escape Vacations' **cancellation** fees are:
  - o \$150 per person, per booking, for trips priced less than \$5,000,
  - o \$250 per person, per booking, for trips priced between \$5,000.01 and \$9,999.99,
  - o \$400-\$500 per person, per booking, for trips priced over \$10,000, depending on the complexity of the itinerary.

**VERTICAL ESCAPE VACATIONS' CANCELLATION FEES ARE NOT COVERED BY ANY TRAVEL PROTECTION.  
VERTICAL ESCAPE VACATIONS' CANCELLATION AND/OR RESCHEDULING FEES ARE NOT INCLUSIVE OF ANY AIRLINE AND/OR RESORT FEES,  
ETC.**

**f. RESCHEDULING & FEES**

We understand, circumstances may arise, in which you may have to reschedule your vacation. Be cognizant, much goes into this process, including phone calls, emails, data entry, etc. **The Rescheduling Fees are not covered by any travel protection.**

- The rescheduling fee structures, are as follows:
  - o First occurrence: \$200 for total booking or, **FREE WITH AN IMMEDIATE REBOOKING.**
  - o Second occurrence: \$250 per traveler, per booking.
  - o Third and subsequent occurrence: \$500 per traveler, per booking.

**TRAVEL PROTECTION/INSURANCE DOES NOT COVER VERTICAL ESCAPE VACATIONS' CANCELLATION RESCHEDULING FEE(S).  
VERTICAL ESCAPE VACATIONS' CANCELLATION AND/OR RESCHEDULING FEES ARE NOT INCLUSIVE OF ANY AIRLINE AND/OR RESORT FEES,  
ETC.**

**g. CHARGES**

You authorize the charge of your credit/debit card upon traveler registration on our website: <https://www.vevacations.com/registration>. Any claim of misuse or charge-back of your card will be construed as fraud and reported. You agree to pay all charges/fees set forth by Vertical Escape Vacations, its vendors and/or suppliers, in addition to attorney fees.

**h. CORONAVIRUS AND/OR PANDEMIC**

If client wishes to reschedule or cancel travel, due to "fear" of contracting a potential sickness, and the country of departure and/or arrival is open to tourism, the above rescheduling and/or cancellation fees will apply, **unless the country of booked destination has officially closed its borders.** These fees are not covered by travel insurance/protection. Client is also responsible for any suppliers' fees.

**i. TRAVEL PROTECTION**

Travel Protection is automatically offered as part of your Caribbean/Mexico vacation package. You are encouraged to view the coverage [HERE](#), or at <https://www.tripmate.com/wpN430i/>. Should the link(s) expire, your insurance policy information will be provided, in detail, on your itinerary/invoice. At your discretion, you may obtain additional travel protection, at cost, to you. For all other destinations, you will be offered alternate insurance coverage options.

**VERTICAL ESCAPE VACATIONS AND THEIR EMPLOYEES ARE NOT LEGALLY PERMITTED TO DISCUSS OR ADVISE ON INSURANCE OR POLICY COVERAGES.**

**j. VENUE**

The choice of law for any legal proceedings related to Vertical Escape Vacations' services shall be the Commonwealth of Pennsylvania. If any action at law or in equity is necessary to enforce or interpret the terms of Vertical Escape Vacations' Terms & Conditions, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he/she may be entitled. The venue for any legal proceedings related to Vertical Escape Vacations' services shall be the Magisterial District Courts, located in Montgomery County, Pennsylvania or the federal courts located in Philadelphia, Pennsylvania.