



## **TERMS & CONDITIONS**

### **CONSENT TO TERMS AND CONDITIONS**

Access to and use of the services of A TLC EXPERIENCE, LLC dba A TLC EXPERIENCE (“A TLC EXPERIENCE” and/or “our”) and our website is subject to acceptance of these terms and conditions (“Terms and Conditions”). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or traveler (“Customer” and “passenger” and “you/your”) agree to be bound by these terms. PLEASE READ THE TERMS BEFORE USING THIS WEBSITE. These terms and conditions govern the relationship between A TLC EXPERIENCE and you, the Customer. These terms restrict your rights and remedies and provide protection to A TLC EXPERIENCE. These also include warranty disclaimers and liability exclusions. By using this website you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can choose to not use this website or A TLC EXPERIENCE offices. So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR A TLC EXPERIENCE’S SERVICES. No alterations to these terms and conditions may be made by any A TLC EXPERIENCE’s employee, authorized representative or agent, unless in writing by an authorized officer of A TLC EXPERIENCE.

### **TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS**

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver’s license, USA Passport, a foreign government passport.

The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. A TLC EXPERIENCE strongly recommends that you take into account that certain countries will not admit a passenger, if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such 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/app/answers/detail/a\\_id/268/kw/travel](https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel)

for forms. The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Customer to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required. When you receive any and all travel documents, it is the sole responsibility of the customer to review and verify all information. Contact A TLC EXPERIENCE immediately if changes or corrections are required.

## **INDIVIDUAL ENTRY AND EXIT REQUIREMENTS**

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. Details can be found at

[http://travel.state.gov/travel/cis\\_pa\\_tw/cis/cis\\_4965.html](http://travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html). We feel it is an invasion of privacy for any member of our staff to make such an inquiry. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. Reference <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>.

## **RISKS/SAFETY**

Travel to certain destinations may involve greater risk than others. A TLC EXPERIENCE urges customers to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations.

Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free

service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, A TLC EXPERIENCE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

## **USE OF A TLC EXPERIENCE ACCESS AND INFORMATION FOR TRAVEL BOOKINGS**

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with A TLC EXPERIENCE by any means, including our website in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of A TLC EXPERIENCE communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with A TLC EXPERIENCE is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by A TLC EXPERIENCE shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by A TLC EXPERIENCE and any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in A TLC EXPERIENCE debiting your account for any costs A TLC EXPERIENCE incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through access provided by A TLC EXPERIENCE.

## **PAYMENTS AND CANCELLATIONS**

Unless otherwise defined during the reservation process, final payment is due prior to departure or consumption according to each supplier's (airline, hotel, cruise line, Transfer Company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some

cases there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to A TLC EXPERIENCE in writing. As a result of cancellation, A TLC EXPERIENCE's and third party supplier's cancellation penalties will apply, which are detailed in your travel documentation, each supplier's websites and [www.atlcexperience.com](http://www.atlcexperience.com) cancellation penalties are advised at time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact us. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund.

**\*\*THERE IS A STANDARD ADMINISTRATIVE FEE OF \$100 PER PERSON ADDED ON TO ALL HOTEL FEES AND CANCELLATIONS\*\***

**\*\*A TLC EXPERIENCE offers several payment methods (Automatic Bill Pay, ACH debit, ZELLE, Credit Card), if you choose to pay by credit card you will incur a 3.5% charge for the total amount of your trip.\*\***

Please be advised because of the nature of our travel group the safety and security of each traveler as well as A TLC EXPERIENCE LLC coordinators are our priority. We reserve the right to refuse service. If A TLC EXPERIENCE LLC coordinators deem a potential traveler a hazard or hindrance to an overall group's health or emotional well-being we reserve the right to cancel a secured trip at any time, by notifying the traveler in writing and refunding any money paid and received to A TLC EXPERIENCE LLC less the initial deposit.

Anticipated refunds due to A TLC EXPERIENCE LLC cancelling your trip will be processed and released within 15 business days of receipt of written notification of cancellation.

Please be advised because of the nature of our travel group and that our prices are based on double and group occupancy we do not refund. This way the travel mate assigned to travel with you can still travel without any negative impact. If you are unable to travel you can provide us with a replacement name up to 75 days before the date of travel. For this reason we strongly suggest that you obtain travel insurance.

Refunds shall not be given for unused travel service or any portion thereof. If cancellation by one or more travelers alters the room requirements of the remaining travelers, travelers still traveling may be required to pay a revised rate.

We regret that we cannot make exceptions for personal emergencies. We recommend that you consider purchasing tour cancellation insurance. Exceptions to this policy cannot be made for any reason, including weather, acts of God, terrorism, civil unrest, personal or medical emergencies.

Minimum number required for group travel. If numbers should fall below the minimum, A TLC EXPERIENCE LLC reserves the right to cancel the trip. If A TLC EXPERIENCE LLC cancels a trip, it would be prior to your final payment and your deposit and payments would be completely refunded.

Travel Insurance is strongly suggested for any trip taken with A TLC EXPERIENCE LLC. Full Coverage Insurance, Medical, Cancellation & Interruption is what is required.

**INSURANCE MUST BE PURCHASED AT TIME OF DEPOSIT.**

A TLC EXPERIENCE LLC, we go through various hotels, airlines, railroads, cruise lines, and other providers of accommodation, transportation or other services ("the suppliers") book various trips through a licensed and bonded travel agency for its members (also identified as traveler). As such A TLC EXPERIENCE LLC makes every effort to ensure that the quality of the services rendered by the Suppliers is consistent with the descriptions provided. Note that pictures and photographs are not intended to be guarantees of all the attributes represented. From time to time, specific services may not be available for reasons beyond the control of A TLC EXPERIENCE LLC.

A TLC EXPERIENCE LLC acts solely as an organizer/agent. A TLC EXPERIENCE LLC is responsible for making arrangements for accommodations, services, and event tickets that constitute the travel package, except to the extent that those accommodations, service or event tickets cannot be supplied or become no longer available for reasons beyond the control of A TLC EXPERIENCE LLC.

A TLC EXPERIENCE LLC shall not be liable for any personal injury, property damage, inconvenience, loss of time, or any other loss or damage, direct or indirect, arising out of any act, omission or negligence of any direct air carrier, motor coach company, hotel or any other person rendering and service or providing any accommodation or event in conjunction with the travel package. A TLC EXPERIENCE LLC shall not be liable for any injury, loss or damage, direct or indirect, sustained as a result of theft, accident, mechanical breakdown, government action, weather, Act of God, failure to make timely payments, or any other reason beyond the control of A TLC EXPERIENCE LLC.

## **RESPONSIBILITIES OF TOUR COMPANIES, CRUISE LINES, AIR LINES**

The information listed below is what is normally listed in brochures &/or tickets.

- That neither the Company nor its affiliates, agents or employees shall be liable for any loss, injury, damage or claim to any person or property unless it arises from the intentional act of negligence of any one for whose actions the Company is responsible.
- The rates quoted are either in Canadian Dollars or United States Dollars and are those in effect at the time printing. Should tariff or exchange rates vary at any time prior to the date of travel, the Companies reserve the right to change the stated rates without notice.
- That neither A TLC EXPERIENCE LLC, nor the Supplier, nor its affiliates, agents or employees shall be liable for any loss or damage resulting from insufficient passport, VISA, or other documentation.
- That you will sign on request, an authorization to use the credit card whose number you have provided in payment for these services.
- Your air ticket, cruise ticket, land package ticket, when issued, shall constitute the sole contract between you and the appropriate supplier.

All coupons, exchange orders, receipts, contracts and tickets (the travel documents) are issued subject to any and all tariffs, terms and conditions under which such services are provided by the Suppliers. Your acceptance and use of such Travel Documents shall also evidence your consent to the following conditions. We strive to obtain the best value for our dollar and obtain any savings we can on all trips we organize.

Don't forget to bring your travel documents with you. It is the responsibility of each individual traveler to obtain the documentation required for their trip such as passports, visas, birth certificates, and photo identification. Travelers entering most countries are required to show a passport for entry. Also, customs officials now want to see that your passport is valid for 6 months past your departure date. If you are unable to depart with the group because of missing or lost documents A TLC EXPERIENCE LLC will assist by putting you in touch with the proper authorities, but the group cannot be delayed. Travelers denied at any border will not be entitled to any refund.

In reference to hotel accommodations, traveler agrees to be responsible for all incidental charges incurred in excess of those covered by the package. Incidental charges can include but is not limited to food, beverages, telephone use, internet use, parking fees, and other hotel charges. All hotels require a credit card or deposit for incidental charges at time of check-in. Hotels expect departing guests to vacate rooms by 12 noon and arriving guests to check-in later than 3pm to allow for cleaning and maid service. Host hotels do their best to minimize inconvenience and store luggage if you arrive early or need to depart late. A TLC EXPERIENCE LLC reserves the right to substitute confirmed hotels with comparable accommodations at either their own or the hotel's discretion. Accommodations are subject to availability. Late names, or name changes that occur inside 30 days of travel will be charged a \$50.00/room fee. Late names, or name changes, that occur inside 14 days of travel will be charged a \$75.00/room fee. All sleeping rooms are non-smoking.

In reference to airline reservations and changes A TLC EXPERIENCE LLC has no affiliation with any airline. Any airline reservations done on a traveler's behalf by A TLC EXPERIENCE LLC are subject to the applicable airline rules and regulations, baggage fee, changes and cancellation policies. Traveler is advised to contact their airline 12 hours before departure and again 4 to 6 hours to re-confirm departure time.

## **REQUIRED TRAVEL SHOTS & MEDICATIONS**

It is your own responsibility to contact your family doctor concerning what is best for your own health. A TLC EXPERIENCE LLC cannot be responsible for any illness contracted while on a Vacation. Your family doctor or Travel doctors will advise what shots and medications are required for destination...e.g.: Malaria Pills, Yellow Fever Shots, Hepatitis shots....although personally I recommend everyone to keep their regular inoculations always up to date. A TLC EXPERIENCE LLC will pass on information received from the Tour Companies, but it is still best to talk with your Doctor.

## **AIR, CHECK-IN, SCHEDULE RECONFIRMATION**

It is the Customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. A TLC EXPERIENCE shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. 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. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

## **LATE BOOKINGS**

Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

## **TOURS: NO REFUND FOR UNUSED ARRANGEMENTS AND MINIMUM PASSENGER REQUIREMENTS**

As A TLC EXPERIENCE's tour prices are based on contract rates, there will not be any refund for any unused portion of a tour. Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour may be canceled.

## **CURRENCY FLUCTUATIONS**

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

## **ALTERATIONS TO CONFIRMED BOOKINGS**

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. **Administrative charges of \$25 or more per change/per person** are advised at time of booking, provided to you upon confirmation, and depend upon circumstances of the request. All desired changes must be made in writing to A TLC EXPERIENCE.

## **HEALTH/SECURITY/TRAVEL DOCUMENTATION REQUIREMENTS**

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. A TLC EXPERIENCE shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department website <http://www.travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues.

For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health

hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit [www.tsa.gov](http://www.tsa.gov) , [www.dot.gov](http://www.dot.gov) , [www.faa.gov.us](http://www.faa.gov.us) , [www.ustreas.gov](http://www.ustreas.gov) , [www.cbp.gov](http://www.cbp.gov) on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens. (Customer is responsible to make **A TLC EXPERIENCE** aware when traveling on a passport from a country other than the USA.) **A TLC EXPERIENCE** neither controls nor warrants the issuance of visas related to applicable travel. Should a visa not be issued, **A TLC EXPERIENCE** is not responsible for lost payments made toward the contemplated trip. Please note that USA rules regarding entry and exit change on a daily basis. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification found <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport.

## HAZARDOUS MATERIALS

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

## INSECTICIDE NOTICE

All passengers are referred to always check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the DOT's website, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

## E-TICKETS

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

## **LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE**

A TLC EXPERIENCE acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of A TLC EXPERIENCE. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and are set forth on their respective websites, which govern the transaction. All bookings are accepted by A TLC EXPERIENCE as agent for the travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective websites. BECAUSE A TLC EXPERIENCE ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE A TLC EXPERIENCE IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. A TLC EXPERIENCE HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH A TLC EXPERIENCE'S OFFICE OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF A TLC EXPERIENCE'S CONTROL, AND YOU HEREBY EXONERATE A TLC EXPERIENCE FROM ANY LIABILITY WITH RESPECT TO THE SAME. Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of **A TLC EXPERIENCE's** control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of **A TLC EXPERIENCE**. **A TLC EXPERIENCE** reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member of any tour any person at any time. **A TLC EXPERIENCE** shall not assume any responsibility for any air and/or ground schedule changes. **A TLC EXPERIENCE** has solely received commission and fees for travel

transactions and Customer agrees and understands that any recovery from **A TLC EXPERIENCE** will be limited to the commission and fees paid by Customer actually received by **A TLC EXPERIENCE**.

## **FORCE MAJEURE**

“Force Majeure” means, in relation to **A TLC EXPERIENCE**, any circumstances beyond the reasonable control of **A TLC EXPERIENCE**, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

**A TLC EXPERIENCE** shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS. If **A TLC EXPERIENCE**, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by **A TLC EXPERIENCE** to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although **A TLC EXPERIENCE** shall use its reasonable efforts to reimburse you where possible.

However, **A TLC EXPERIENCE** shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to **A TLC EXPERIENCE** of the Force Majeure and applicable cancellation fees. Regarding civil unrest, once **A TLC EXPERIENCE** has investigated the prevailing situation, as it deems fit, it shall remain in **A TLC EXPERIENCE's** sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to **A TLC EXPERIENCE's** and each supplier's terms and conditions.

## **TRAVEL INSURANCE**

**A TLC EXPERIENCE** OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be

refunded and **A TLC EXPERIENCE's** and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by **A TLC EXPERIENCE**. Employees of **A TLC EXPERIENCE** are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

## **ALTERATIONS IN TRAVEL PLANS**

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of A TLC EXPERIENCE and subject to supplier terms and conditions. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one.

## **PHOTOGRAPHS/VIDEOS**

**A TLC EXPERIENCE** reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. **A TLC EXPERIENCE** may use the photograph/video in publications or other media material produced, used or contracted by **A TLC EXPERIENCE**, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact **A TLC EXPERIENCE** in writing at ADDRESS of his/her intentions and include a photograph.

## **NO COPYING OR EDITING**

No material from this website may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold or distributed in any way, without our prior written consent. You may not frame or mirror any material on this website on any other server or other location. Unauthorized use of any such material on any other website or computer environment or elsewhere is prohibited.

## **PRIVACY POLICY**

At all times your information will be treated in accordance with A TLC EXPERIENCE's Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at: [Privacy Policy](#)

## **RESERVATION OF RIGHTS: CHANGES TO THESE TERMS**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these

Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

## **ACCESS TO PASSWORD PROTECTED/SECURED AREAS**

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this website may be subject to prosecution.

## **RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY**

We reserve the right to correct errors. All land and event offers are subject to availability and may change without notice. In the event of a land or event pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

## **GENERAL**

The laws of the State of Illinois, USA, govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Cook County, Illinois, USA, in all disputes arising out of or relating to travel bookings with **A TLC EXPERIENCE**, including the use of the **A TLC EXPERIENCE** website. Use of the **A TLC EXPERIENCE** website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and **A TLC EXPERIENCE** with respect to travel bookings made with **A TLC EXPERIENCE** by any means accessing such information, including its' website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and **A TLC EXPERIENCE** with respect to communications with **A TLC EXPERIENCE**, including the **A TLC EXPERIENCE** website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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I have read, fully understand and agree to be bound contractually with A TLC EXPERIENCE LLC by these terms and conditions.