

Terms and Conditions

Thank you for choosing **Queen's Travel Agency LLC**, powered by [Fora Travel, Inc. \("Fora"\)](#), for your travel planning needs. Mary Kathryn Queen (owner of Queen's Travel Agency LLC) is an independent travel advisor of Fora Travel, Inc. ("Fora").



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The following Terms and Conditions ("Terms") govern your ("you", "your", or "Client") relationship with *Queen's Travel Agency LLC* ("we", "us", "our", or "Agency") and outline the obligations and expectations for both parties.

Please read these Terms carefully before booking any services with us.

General Terms

- **Acceptance of Terms** By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.
- **Agency Role** Queen's Travel Agency LLC acts as an independent travel advisor and booking agent of Fora Travel, Inc. ("Fora"), arranging travel services and accommodations on your behalf through third-party suppliers, including but not limited to airlines, hotels, cruise lines, tour operators, and car rental companies.

Booking and Payment

- **Quotes and Pricing** All quotes provided are subject to availability and may change until a booking is confirmed and payment is received. Prices are not guaranteed until full payment is made.
- **Deposits and Final Payment** A non-refundable deposit may be required at the time of booking. The balance is due by the date specified in your invoice. FAILURE TO PAY ON TIME MAY RESULT IN THE CANCELLATION OF YOUR RESERVATION.
- **Currency Fluctuations** Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. The Agency is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.
- **Payment Methods** We accept payment via major credit cards and other methods as specified at the time of booking. The Agency does not recommend the use of a debit card for payments.
- **Credit Card Authorization & Chargebacks** Client shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of Client's travel bookings through the Agency. By submitting a credit card authorization form to the Agency or supplying the Agency with your credit card

information, Client agrees to allow Agency to use its payment method to purchase travel products from our Suppliers on Client's behalf. EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO FILE ANY DISPUTE WITH CLIENT'S BANK OR CREDIT CARD Agency TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF Agency OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF Agency OR ITS SUPPLIERS. IF CLIENT ATTEMPTS TO CHARGEBACK, REVERSE, OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, Agency RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES, AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL, OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES. All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. Client understands that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of Client's reservations, in Client being denied access to any flights, tours, hotels, cruises, or other travel services, or in Client forfeiting any monies paid for Client's reservations.

- **Advisor fees** Depending upon the level of service required by the Client a planning fee may be charged. Amount of fee varies, but will be disclosed in writing to the Client and must be paid before any services are provided. Client understands this Service Fee is not refundable under any circumstances, even if the Clients' trip is canceled. The planning fee does not include any accommodations, flights, and other tour costs (which are based on Supplier requirements and will be communicated via quote to Client). Client is required to pay all Suppliers via payment authorization from Agency. Agency does not require any additional commission or compensation to be paid by Client in regards to the total price of the Package, but Client understands and agrees that Agency may receive commissions from Suppliers.

Cancellations, Changes, and Refunds

- **Client Cancellations** Cancellation policies vary by supplier. We will communicate the applicable cancellation terms at the time of booking. In addition to supplier fees, Queen's Travel Agency LLC may charge a service fee for cancellations or changes. Agency advisor fees are non-refundable.
- **Supplier Changes** We are not responsible for changes, cancellations, or interruptions by third-party suppliers. We will assist you in rebooking or obtaining refunds according to the supplier's policies.
- **Refunds** Refunds, if applicable, will be processed according to the policies of the respective suppliers. Agency advisor fees are non-refundable.

Travel Documents and Requirements

- **Booking Accuracy & Legal Names** CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THEIR BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, AND ORGANIZED ACTIVITIES. CLIENT SHALL NOTIFY THE AGENCY IMMEDIATELY IF ANY ERRORS OR OMISSIONS EXIST OR OTHER CORRECTIONS ARE NECESSARY TO ADJUST OR OTHERWISE CHANGE CLIENT'S BOOKINGS. CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISK AND/OR COSTS INVOLVED WITH FAILURE TO REPORT SUCH ERRORS OR OMISSIONS. CLIENT IS REQUIRED TO VERIFY THE ACCURACY OF THEIR LEGAL FIRST AND

LAST NAMES. IT IS MANDATORY THAT NAMES ON BOOKINGS BE IDENTICAL TO THOSE ON ALL TRAVEL DOCUMENTS, SUCH AS PASSPORTS AND DRIVER'S LICENSES.

- **Passports and Visas** You are responsible for ensuring that you have valid passports, visas, and any other required travel documents. The Agency is not liable for any losses resulting from improper documentation.
- **Health and Safety** You are responsible for meeting all health requirements, including vaccinations and COVID-19 protocols, for your destination.

Responsibility and Liability

- **Limitation of Liability** Queen's Travel Agency LLC acts solely as an agent for the suppliers. We are not liable for acts, omissions, or defaults of suppliers or for any injury, loss, accident, delay, or irregularity that may arise.
- **Unused Arrangements, Minimum Passenger Requirements & Alterations to Bookings During Trip**
When tour, cruise or package prices are based on Suppliers' contract rates, Client will not be entitled to any refund for any unused portion of travel. Some group tours are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for the reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy. If Client decides to change any portion of its confirmed arrangements prior to departure or during its trip, Agency will attempt to assist. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Agency. The Supplier may determine that alterations in the itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Agency bears no responsibility for any changes.
- **Third-Party Liability** Client understands and agrees that Agency's role related to guidance for retainment of Supplier is that of an advisor and that final Supplier selections will be made solely by the Client. Client shall relieve and hold Agency harmless for any acts, errors, omissions, representations, warranties, breaches, or negligence of any such Supplier. Client is responsible for paying Supplier directly and all Supplier contracts will be between Client and Supplier. Agency assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of a Supplier; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Agency's control. Client hereby releases and holds Agency harmless from any and all claims arising out of Supplier occurrences. No undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of Client's accommodations, transportation, or any food, drink, medicine, or provisions. Client understands and agrees that Agency shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Agency be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, in motor vehicles, onboard a cruise ship, on tenders, onshore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause.
- **Force Majeure** We are not responsible for any loss, injury, or damage resulting from events beyond our control, including but not limited to natural disasters, acts of terrorism, warfare, pandemics, or

government actions.

Privacy Policy

We respect your privacy and will only use your information to provide travel services and as required by law.

- **Authorization to Use, and Warranty of, Personal Information** BY REQUESTING TRAVEL SERVICES FROM AGENCY, CLIENT IS AUTHORIZING Agency TO OBTAIN CLIENT'S PERSONAL PRIVATE INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONALLY IDENTIFIABLE INFORMATION TO THOSE THIRD-PARTIES THAT AGENCY DEEMS NECESSARY TO PROVIDE CLIENT WITH THE SERVICE THAT CLIENT HAS REQUESTED AND TO PROVIDE THE TYPE OF INFORMATION THAT Agency DEEMS IS REQUIRED AS AN INTEGRAL PART OF BOOKING CLIENT'S TRAVEL. Agency TAKES GREAT CARE TO USE ONLY REPUTABLE COMPANIES TO BOOK CLIENT'S TRAVEL. HOWEVER, Agency IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD PARTIES HANDLE CLIENT'S PERSONAL, PRIVATE, AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD PARTIES TO PROTECT THE PRIVACY OF CLIENT'S INFORMATION. BY REQUESTING TRAVEL SERVICES FROM AGENCY, CLIENT IS CERTIFYING THAT ALL INFORMATION CLIENT PROVIDES TO Agency WILL BE ACCURATE, COMPLETE, AND CURRENT AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED Agency WITH ANY FALSE INFORMATION.

Transportation and Tour Packages

- **General Conditions Governing Air Transport**
 - a. *Modification of Reservation* Unless indicated otherwise at the time of booking, airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of Client name, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. CLIENT IS RESPONSIBLE FOR ANY AND ALL CHANGE FEES AND FOR THE DIFFERENCE IN FARE, IF APPLICABLE.
 - b. *Unused Airline Tickets* Agency acts solely as an intermediary between Client and the airline. When Client is booked on an airline reservation, their credit card or debit card will be charged for the amount agreed upon. Credit will not be given by Agency for any unused airline tickets and cannot be used towards any future bookings.
 - c. *Seat Reservations & Assignments* Client, unless otherwise requested, is quoted in economy class seats to be booked by Agency. All travel quoted will be round-trip unless otherwise determined by Agency. Agency is unable to specify the type of aircraft used by any airline or the amenities available on a particular flight. Seat assignments are subject to the airlines' policies and may not be able to be made until Client is at the airport on the date of departure. Client understands and agrees that all airline seats whether reserved or not are subject to change by the Airline at the time of departure. If applicable, Agency agrees to add Client's frequent flyer mileage number and Travelers Identification Number reservation to the airline reservation at the time of booking. Client understands and agrees that not all reservations are eligible for mileage accrual. Client further agrees that they are responsible to obtain their own Travelers Identification Number if they wish to receive a pre-check status within the United States.

- d. *Layovers* Client agrees that direct flights may be non-stop or may involve one or more layovers (the airline makes a stop but all portions of the flight keep the same flight number). Agency is not responsible for any travel delays due to airline layovers. Agency does NOT make any guarantees regarding the length layover times, and Client is solely responsible for ensuring it has adequate time during its flight(s) layovers for reasons including, but not limited to, accompanying children, going through customs, meals, and potential flight delays.
 - e. *Airline Delays and Cancellations* In the event that an airline cancels or delays a flight, Client shall contact the airline directly to rebook a flight. Client shall confirm all bookings with the airline prior to the stated date of departure (recommended 72 hours in advance). Client is responsible for arriving at the airport in a timely manner before a flight. Agency recommends Client arrive at the airport at least two hours prior to departure if traveling within the United States and three hours prior to departure if traveling internationally. Agency will not reimburse Client for unexpected additional travel costs or for missed flights. Agency will not provide refunds for trips missed or for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in the Force Majeure section above. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT AGREES THAT THE AGENCY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING, AND SECURITY DELAYS, REFUSED BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.
- **Prohibited Airline Practices** Client agrees that they will not deviate from their airline bookings by making any unscheduled stopovers. Client further agrees not to engage in the following prohibited practices:
 - 1. "Hidden-City Ticketing" or "Point Beyond Ticketing." Hidden-city ticketing occurs when a passenger disembarks an indirect flight at the connection node;
 - 2. "Throwaway Ticketing." The purchase and use of round-trip tickets for the purpose of one-way travel only, thereby throwing away the final segment of the ticket; and
 - 3. "Back-to-Back Ticketing" is the use of two or more different tickets issued at round-trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements).

Client agrees that when a ticket is purchased and used in violation of these rules, the Agency and any applicable air carrier(s) have the right in their sole discretion to take all actions permitted by law, including, but not limited to the following:

- 1. Invalidate the ticket(s);
- 2. Cancel any remaining portion of the Itinerary;
- 3. Confiscate any unused Flight Coupons;
- 4. Refuse to board Client and to carry Client's baggage;
- 5. Assess Client for the actual value of the ticket which shall be the difference between the lowest fare applicable to the Itinerary and the fare actually paid;
- 6. Delete miles in Client's frequent flyer account and/or terminate Client's participation in the frequent flyer program;
- 7. Prohibit Client from boarding commercial aircraft for travel within, into, or out of the United States; and/or take legal action against Client.

- **Loss of Tickets for Air & Other Modes of Transportation and Tours** Client agrees to safeguard their airline tickets and bear any and all costs related to loss or theft of airline tickets or other tour and transportation tickets and vouchers (including, but not limited to, tours, boat, train, bus, helicopter, and any other mode of transportation). If Client loses their airline ticket or other travel vouchers or if their ticket or voucher is stolen, the Agency advises that Client immediately report the airline ticket as stolen to the police, TSA, and the operating carrier.
- **Luggage** Each airline, cruise line, tour operator has its own policy regarding luggage. Agency recommends that Client checks with the operator at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment, and oversized luggage. Such charges shall be paid directly to the airline by Client. Agency is not responsible for any damage or loss of luggage by any airline. The airline may be liable to Client for loss, theft, or damage of the baggage Client entrusts to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft, or loss of luggage, Client shall contact the airline directly and declare the damage, absence, or loss of personal property. Client shall keep the following documents in case of damage or loss of luggage: travel ticket; baggage check-in slip; and photographs, if applicable. Agency strongly recommends that Client obtain an insurance policy covering the value of Client's items before departure.

Travel Insurance

We strongly recommend purchasing comprehensive travel insurance to protect against unforeseen events for all travel plans. As the travel booking agent (when applicable), Agency has a professional responsibility to recommend the purchase of travel insurance to protect activities within the Itinerary. While Agency does offer coverage through certain carriers, Agency cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Client to determine the proper policy and Agency advises Client to do its research and find coverage that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TRAVEL INSURANCE POLICY WHEN IT ARRIVES. INSURANCE INFORMATION INCLUDES BUT IS NOT LIMITED TO, DETAILS ON THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM. If Client declines travel insurance, Client acknowledges and accepts liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. Client also acknowledges and accepts responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. If coverage is declined, Client has waived its right to this important coverage and Client's Itinerary confirmation will note "declined" next to the travel insurance section. If Client has not purchased travel insurance, Client agrees to REVIEW THE INSURANCE DECLINATION CONFIRMATION FOR ACCURACY and contact Agency immediately if Client believes Client has travel insurance and the confirmation is incorrect. Failure to contact Agency will be considered a waiver of travel insurance. All requests for claim services or reimbursement under the travel insurance policy must be filed directly with the travel insurance provider in accordance with the policy terms and conditions which Client is responsible for reviewing upon receipt. Agency is not able to provide advice with regard to possible cancellations and any associated insurance claims processing. All queries regarding cancellation, penalties, and coverage should be directed to Client's particular travel insurance provider. Agency will not communicate with the insurance provider on behalf of Client. Accordingly, Client acknowledges that Agency cannot be involved in any aspect of an insurance claim/request for service. CLIENT ACKNOWLEDGES AND AGREES THAT AGENCY HAS NO CONTROL

OVER THE TRAVEL INSURANCE PROVIDER OR ITS COVERAGE DECISIONS AND, AS A RESULT, AGENCY IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

Governing Law

- **Jurisdiction** These Terms are governed by the laws of the State of North Carolina in which Queen's Travel Agency LLC is registered. Any disputes will be resolved in the appropriate courts of that State.
- **Arbitration** Any and all disputes or disagreements rising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Wake County, NC unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

Communication

Queen's Travel Agency LLC standard office hours are Monday to Friday from 9:00 am ET to 6:00 pm ET. Agency's primary source of communication is through its email address: MaryKathryn.Queen@fora.travel. Agency will respond to Client's emails within those office hours, and no more than 72 hours after Client emails Agency. In the event a breakdown of communication occurs, Agency will first notify Client that a response is needed within 24 hours and if no response is received, Agency shall not be liable for any travel advice associated with the communication errors and Agency reserves the right to terminate this Agreement.

Amendments

- **Changes to Terms** We reserve the right to update or modify these Terms at any time. The most current version is available [here](#) and will be provided upon request.

BY BOOKING WITH *QUEEN'S TRAVEL AGENCY LLC*, POWERED BY FORA TRAVEL, INC., YOU AGREE TO THESE TERMS AND CONDITIONS.

If you have any questions, please [contact us](#) before making your booking.



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