



Your Agreement with Destinations by Design, LLC

1. PARTIES AND ACCEPTANCE

These Terms and Conditions (the “Agreement”) govern the relationship between Destinations by Design, LLC (“DBD,” “we,” “us,” or “our”) and you, the purchaser and/or traveler (“Client,” “you,” or “your”). By authorizing payment, providing an electronic or physical signature, or otherwise booking travel through DBD, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

DBD may modify these Terms at any time without prior notice. The version in effect at the time of booking shall govern that transaction. Only Clients who affirmatively accept the then-current Terms may make bookings with DBD.

2. AGENCY RELATIONSHIP; INDEPENDENT SUPPLIERS

DBD acts solely as an independent agent for disclosed principal suppliers, including but not limited to airlines, cruise lines, tour operators, hotels, transportation companies, insurance providers, and activity operators (“Suppliers”). DBD does not own, operate, control, or manage any Supplier and makes no warranty, express or implied, regarding the fitness, safety, quality, reliability, or performance of any Supplier or its services.

Each Supplier’s own contract, tariff, conditions of carriage, refund policy, and terms of sale govern your reservation. By approving an itinerary, you agree to abide by such terms, including payment schedules, cancellation penalties, and conditions of use. DBD is not responsible for any travel arrangements you make independently of DBD.

3. CLIENT ELIGIBILITY AND WARRANTIES

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and make travel bookings for yourself and any other travelers on whose behalf you act. You agree to provide complete and accurate information and to make only legitimate reservations. You assume financial responsibility for all bookings made under your account.

4. DOCUMENTATION, ENTRY, AND HEALTH REQUIREMENTS

You are solely responsible for obtaining and maintaining valid passports, visas, and other travel documents as required by destination authorities. Most countries require at least six (6) months’ passport validity beyond the return date.

Some countries deny entry to persons with prior criminal offenses, unpaid child-support judgments, or other legal restrictions. It is your duty to verify admissibility directly with destination consulates or embassies.

For air travel, acceptable identification is defined by the U.S. Transportation Security Administration (TSA) and Department of Homeland Security (DHS), available at www.tsa.gov. Names on identification must exactly match tickets.

You are responsible for meeting any vaccination or health-screening requirements and for consulting your physician and the U.S. Centers for Disease Control (www.cdc.gov/travel).

You must review all confirmations and documents immediately upon receipt and notify DBD in writing of any errors within twenty-four (24) hours. Failure to do so shall constitute acceptance as accurate.

5. PAYMENTS, FUNDS FLOW, AND CHARGEBACKS

Payments collected by DBD are generally transmitted directly to Suppliers, who are the merchants of record. Once remitted, such funds are under Supplier control and subject to their refund rules.

You authorize DBD and/or Suppliers to charge your designated payment method for deposits, balances, fees, surcharges, or penalties approved by you in writing or electronically.

DBD professional planning, consultation, administrative, and cancellation fees are non-refundable once charged.

Except in confirmed cases of credit-card fraud, you agree not to initiate a chargeback or reversal for any properly authorized transaction. If a chargeback is filed, you shall reimburse DBD for resulting costs, interest, and reasonable attorney and collection fees.

6. CANCELLATIONS, CHANGES, AND REFUNDS

All cancellation or change requests must be submitted in writing by email to your DBD travel advisor. Verbal requests are not accepted.

Supplier-imposed cancellation and change penalties apply. Many travel components are fully non-refundable and non-transferable.

DBD may assess additional administrative fees for cancellations (up to ten percent (10%) of total booking value) and for itinerary changes (\$50–\$100 per person per change).

Failure to make final payment when due may result in cancellation without refund.

No refunds shall be issued for unused or partially used portions of travel once commenced.

7. PRICING, ERRORS, AND AVAILABILITY

All prices are subject to change without notice until paid in full and confirmed. DBD reserves the right to correct any pricing, typographical, or computational error and to re-issue an invoice. If the revised pricing is unacceptable, Client may cancel for a refund of any amount still held by DBD.

8. AIR TRAVEL AND HAZARDOUS MATERIALS

Air tickets are governed solely by the issuing carrier. Airlines may change schedules, aircraft, or seating assignments without notice. You must reconfirm flights at least 24 hours (domestic) / 72 hours (international) prior to departure.

You must work directly with the carrier for re-accommodation in case of delay or cancellation. DBD is not responsible for missed connections, additional expenses, or lost services.

Federal law prohibits hazardous materials aboard aircraft. See www.tsa.gov/traveler-information/prohibited-items.

9. ACCOMMODATIONS AND ACTIVITIES

Hotel classifications and amenities are designated by Suppliers and may vary by country. Facilities, activities, and services are subject to seasonal, weather, or maintenance limitations. DBD is not responsible for variations or unavailability. Certain activities involve inherent risk; participation is voluntary and at Client's own risk.

10. TRAVEL INSURANCE

DBD strongly recommends comprehensive travel insurance covering trip cancellation/interruption, medical emergencies, evacuation, baggage, and supplier default.

If insurance is declined, Client assumes full responsibility for all losses and expenses.

Claims must be filed directly with the insurer; DBD cannot intervene due to privacy regulations and is not responsible for insurer claim determinations or delays.

11. FORCE MAJEURE

Neither DBD nor any Supplier shall be liable for delay, non-performance, or failure to deliver services caused by acts of God, natural disasters, epidemics or pandemics, public health emergencies, war, terrorism, civil unrest, labor disputes, mechanical failures, perils of the sea, government orders, or any event beyond reasonable control (“Force Majeure”).

In such events, obligations are suspended without liability. DBD may retain earned professional fees and shall have no duty to refund funds paid to Suppliers that are not refundable under Supplier policy.

12. SUPPLIER INSOLVENCY OR DEFAULT

If a Supplier becomes insolvent, ceases operations, or fails to perform, DBD bears no responsibility for resulting losses. Funds remitted to Suppliers become Supplier property and are governed by applicable law. Clients are urged to use credit cards and/or insurance for additional protection.

13. CLIENT CONDUCT AND INDEMNITY

You are liable for any damage or loss caused by your acts or omissions to property, accommodations, vehicles, or equipment and must pay such costs directly to the Supplier.

You agree to indemnify and hold harmless DBD and its affiliates from all claims, damages, liabilities, and expenses (including reasonable attorney fees) arising from (i) your breach of this Agreement, (ii) violation of law, or (iii) negligence or misconduct.

14. PRIVACY AND DATA PROTECTION

DBD collects and uses personal information solely to arrange and manage travel services. Data may be shared with Suppliers for booking fulfillment. DBD applies reasonable administrative, technical, and physical safeguards; however, DBD is not liable for unauthorized access beyond its control.

Client consents to electronic communications, secure credit-card processing through third-party PCI-compliant systems, and limited data retention for regulatory and business purposes. Clients may request access, correction, or deletion of personal data by written notice to DBD.

15. COLLECTIONS, FOREIGN CURRENCY, AND FEES

Amounts past due shall accrue interest at 1.5% per month (18% annually) or the maximum permitted by law. In any collection action, Client shall reimburse DBD for reasonable collection and attorney fees.

Prices quoted in foreign currency are converted at prevailing exchange rates. Client's bank may apply its own conversion or international transaction fees, for which DBD is not responsible.

16. DISPUTE RESOLUTION; GOVERNING LAW; ARBITRATION; ATTORNEY FEES

Parties shall first attempt to resolve disputes in good faith.

Either party may elect binding arbitration before a single arbitrator of the American Arbitration Association in Richland County, South Carolina, under its Commercial Arbitration Rules. Judgment on the award may be entered in any court of competent jurisdiction.

Absent arbitration, exclusive venue lies in the state courts of Richland County, South Carolina, and South Carolina law governs without regard to conflicts principles.

All proceedings must be conducted on an individual basis; class, collective, or representative actions are expressly waived.

The prevailing party in any arbitration, litigation, or collection proceeding shall be entitled to recover reasonable attorney fees and costs.

Either party may bring qualifying matters in small-claims court or seek injunctive relief to protect intellectual property or collect undisputed debts.

17. CLAIMS DEADLINE

Any claim against DBD must be presented in writing within thirty (30) days of the event giving rise to the claim and any legal action commenced within one (1) year thereafter.

18. ENTIRE AGREEMENT; SEVERABILITY; SURVIVAL

This Agreement constitutes the entire understanding between the parties and supersedes all prior representations. If any provision is held invalid, the remaining provisions shall remain enforceable. Sections concerning limitation of liability, indemnity, attorney fees, and claims deadlines shall survive completion of travel.

19. ELECTRONIC ACCEPTANCE

Execution of this Agreement by electronic signature, email confirmation, or payment of any deposit constitutes full acceptance by Client and binds all members of the traveling party.

20. PLANNING AND PROFESSIONAL SERVICE FEE ADDENDUM

This Addendum supplements and forms part of this Agreement.

20.1 Professional Service Fees

DBD may assess professional service and planning fees for consultation, research, itinerary design, air ticketing, administrative coordination, supplier communication, documentation review, and related travel advisory services.

Such fees compensate DBD for professional time, expertise, planning, and administrative services and are separate from the cost of travel components purchased from Suppliers.

All professional service and planning fees are earned upon receipt and are non-refundable.

DBD reserves the right to assess applicable fees based on the scope, complexity, destination, and customization level of services requested.

20.2 Service Fee Structure

Fees may include, but are not limited to:

- Research and Planning Fee: starting at \$250 per week
- Domestic Air Ticketing Fee (per person): up to \$35
- International Air Ticketing Fee (per person): up to \$100
- General Consultation Fee: up to \$250 per destination

Applicable fees will be disclosed prior to engagement and may be reflected within the Client's itinerary, invoice, or proposal documentation.

20.3 Quotations and Pricing Conditions

Availability and price quotations are valid only as of the date and time provided and cannot be guaranteed until payment is received and accepted.

Quotes provided in foreign currency are subject to exchange rate fluctuations. International transactions may be subject to foreign transaction fees imposed by Client's financial institution.

DBD will make reasonable efforts to honor quoted pricing; however, additional costs imposed by Suppliers, carriers, or governmental authorities may result in price adjustments beyond DBD's control.

20.4 Itinerary Revisions

DBD will provide up to three (3) major itinerary revisions at no additional professional fee. Major revisions include changes to travel dates or significant restructuring of travel components.

Changes involving new destinations outside the original agreed scope will incur an additional fee of \$250 per destination.

20.5 Air Travel Conditions

Flight confirmations are subject to availability and pricing at time of ticketing. Airfare prices may change until ticketed and paid in full.

Passport copies are required to confirm international air reservations.

Client must provide correct legal names exactly as shown on government-issued identification to be used for travel. Client is solely responsible for costs resulting from incorrect information provided during the booking process.

20.6 Payment Authorization and Collection

If any payment transaction is declined, reversed, disputed, or otherwise unpaid after services have been rendered, DBD shall be entitled to recovery of the unpaid amount and reasonable attorney fees and collection costs.

21. GROUP AND CHARTER ADDENDUM

This Addendum supplements this Agreement for bookings made as part of any group, escorted trip, or private charter ("Group").

Group Leader. The designated Group Leader acts as liaison between participants and DBD and is responsible for ensuring all participants review and accept this Agreement.

Payments and Deadlines. Deposits, rooming lists, and final payments must be received by stated deadlines. Failure to meet deadlines may result in cancellation and forfeiture of deposits.

Substitutions. Name or cabin substitutions are subject to Supplier approval and DBD administrative fees.

Minimum Participation. If minimum headcount is not achieved, DBD or the Supplier may cancel or re-price the trip without liability beyond refund of amounts not already remitted to Suppliers.

Host or Escort Changes. DBD may substitute a host or escort, alter itineraries, or withdraw hosting if conditions warrant, without penalty.

Group Conduct. Participants are jointly and severally responsible for damages or disruptive conduct affecting the Group.

Commissions and Complimentary Accommodations. Complimentary cabins or rooms provided by Suppliers are the property of DBD and may be reassigned at DBD's discretion.

All other provisions of this Agreement remain in full force and effect.