

# GENERAL TERMS AND CONDITIONS

## One Travel Experts LLC (d/b/a YES Travel)

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These General Terms and Conditions (“Terms”) govern all travel services arranged or sold by One Travel Experts LLC, doing business as YES Travel (“YES Travel,” “we,” “us,” or “our”). By booking or purchasing any travel service through YES Travel, the client (“Client” or “you”) acknowledges and agrees to be legally bound by these Terms.

### **1. Role of YES Travel and Scope of Services**

YES Travel acts solely as a sales agent and intermediary on behalf of independent third-party travel service providers, including but not limited to airlines, hotels, tour operators, cruise lines, and transportation companies (“Suppliers”). YES Travel does not own, operate, manage, or control any Supplier services.

YES Travel shall not be liable for any act, omission, error, breach, delay, failure, or negligence of any Supplier. All travel services are subject to the applicable terms and conditions imposed by the respective Suppliers.

### **2. Travel Documentation and Compliance**

The Client is solely responsible for obtaining and maintaining all required travel documentation, including valid passports, visas, vaccinations, health certificates, and any other documentation required by governmental or regulatory authorities.

Unless otherwise permitted by the destination country, passports must be valid for a minimum of six (6) months beyond the return date. Failure to comply with documentation requirements shall not entitle the Client to any refund.

### **3. Payments, Deposits, and Payment Deadlines**

All payments must be made in accordance with the agreed payment schedule. For travel packages booked more than sixty (60) days prior to departure, a non-refundable deposit of USD \$100 is required to confirm the reservation.

The full balance must be paid no later than sixty (60) days prior to the scheduled departure date. Failure to remit payment by the applicable deadline may result in cancellation of the reservation without notice and without refund of any amounts paid.

### **4. Cancellations and Refund Policy**

All cancellation requests must be submitted in writing to sales@yestravel.us. Refund eligibility is subject to the following schedule:

- 121 days or more prior to departure: Refund of amounts paid, less the non-refundable deposit.
- 60 to 120 days prior to departure: Refund of fifty percent (50%) of amounts paid, less the deposit and any non-refundable Supplier charges.
- 59 days or fewer prior to departure: No refund.

Certain services, including but not limited to airline tickets and hotel reservations, may be non-refundable regardless of cancellation date, pursuant to Supplier policies.

### **5. Changes, Modifications, and Service Fees**

Any modification to a confirmed reservation may result in repricing based on current availability and rates and may cause forfeiture of promotional fares. A service fee of USD \$50 per modification shall apply, in addition to any Supplier-imposed fees.

No service fee shall apply for modifications involving upgrades to higher-category accommodations, room upgrades, the addition of passengers, or extensions of stay.

### **6. Travel Insurance Disclaimer**

YES Travel strongly recommends the purchase of comprehensive travel insurance. Clients purchasing directly from YES Travel must either purchase travel insurance or execute a written waiver acknowledging the decision to decline coverage.

YES Travel is not an insurer and makes no representations regarding insurance coverage. All insurance claims must be submitted directly to the insurance provider.

### **7. Limitation of Liability**

To the fullest extent permitted by law, YES Travel shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of enjoyment, or emotional distress, arising from or related to any travel service.

YES Travel shall not be liable for personal injury, illness, death, loss, damage, delay, inconvenience, or other irregularities caused by acts or omissions of Suppliers or third parties, including but not limited to acts of God, war, terrorism, pandemics, governmental actions, labor disputes, or mechanical failures.

YES Travel's maximum liability, if any, shall not exceed the total amount paid by the Client to YES Travel for the specific services giving rise to the claim, and only in cases of proven gross negligence or willful misconduct.

## **8. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any legal action arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida.

## **9. Right to Refuse Service**

YES Travel and its Suppliers reserve the right to refuse service to any Client who fails to comply with documentation requirements, is under the influence of alcohol or drugs, or engages in disruptive, unsafe, or inappropriate conduct.

## **10. Baggage Policy**

Clients are solely responsible for verifying and complying with baggage policies imposed by airlines and transportation providers. Baggage fees, restrictions, and policies are subject to change without notice.

YES Travel shall not be responsible for baggage loss, damage, theft, delay, or disposal. All baggage-related claims must be addressed directly with the carrier.

Clients are strongly advised to insure baggage independently.

Miami, Florida – October 14, 2020