

**Hamilton Luxury Travel  
Client Travel Planning Agreement  
Terms & Conditions**

Thank you for choosing Hamilton Luxury Travel to assist with planning your travels.

Our goal is to provide thoughtful guidance, professional travel planning, and high-touch concierge support so you can enjoy the anticipation of your journey while we help coordinate the details.

The following Terms & Conditions outline the relationship between Hamilton Luxury Travel and our clients, including our role as your travel advisor, the client's responsibilities, supplier policies, payment authorization requirements, travel protection considerations, and other important terms related to planning and booking travel services.

For purposes of this agreement, "Client" means the individual signing this agreement and, when applicable, all travelers included in the travel arrangements coordinated by Hamilton Luxury Travel.

By signing below, you acknowledge that you have read, understand, and agree to these Terms & Conditions.

**Role of Hamilton Luxury Travel**

Hamilton Luxury Travel acts solely as an independent travel advisor and booking agent for disclosed principal suppliers, including but not limited to cruise lines, hotels, airlines, tour operators, travel protection providers, ground transportation providers, excursion providers, and other companies providing travel-related services.

Hamilton Luxury Travel is not the owner, operator, manager, or direct provider of the travel services booked. Each supplier is an independent entity with its own management, policies, terms and conditions, cancellation rules, payment requirements, safety standards, and operational procedures.

Client understands that Hamilton Luxury Travel does not control the actions, omissions, financial condition, schedules, service quality, policies, staffing, equipment, accommodations, transportation, refund decisions, or operational decisions of any travel supplier.

Hamilton Luxury Travel shall not be liable for any accident, injury, illness, property damage, delay, cancellation, missed connection, denied boarding, itinerary change, supplier default, loss, inconvenience, disappointment, or irregularity arising from or related to services provided by any travel supplier.

Hamilton Luxury Travel will make reasonable efforts to assist Client before, during, and after travel should unexpected issues arise, but such assistance does not make Hamilton Luxury Travel responsible for the acts, omissions, policies, or decisions of independent travel suppliers.

**Professional Planning & Design Services**

Hamilton Luxury Travel provides professional travel planning, research, itinerary design, supplier coordination, reservation management, and concierge support services.

Professional planning, design, consultation, and service fees may apply to customized travel planning services. These fees compensate Hamilton Luxury Travel for the time, expertise, research, supplier communication, itinerary development, coordination, and professional guidance involved in planning and managing Client's travel arrangements.

Professional fees are separate from supplier charges, including but not limited to cruise fares, hotel costs, airfare, travel protection, tours, transfers, excursions, taxes, fees, and other travel-related expenses.

Professional fees are non-refundable once planning work has begun, regardless of whether Client ultimately books, postpones, cancels, changes, or completes the trip.

Payment of a professional fee does not guarantee pricing, availability, promotions, amenities, cabin or room categories, airfare, or other travel components until reservations are confirmed by the applicable supplier and any required payment has been received.

### **Itinerary Revisions**

Hamilton Luxury Travel provides a comprehensive consultation before preparing a travel proposal so the initial recommendation can be thoughtfully designed around Client's preferences, priorities, travel style, schedule, and budget.

Unless otherwise stated in writing, Client's professional planning fee is per trip and includes one curated travel proposal based on the original trip request discussed during the consultation, along with up to two rounds of revisions within the original scope of the trip.

Revision requests should be submitted in writing within seven days of receiving the proposal. Delayed revision requests may affect pricing, availability, promotions, amenities, cabin or room categories, flights, and other travel components.

A revision round may include adjustments within the original trip scope, such as reviewing a different hotel in the same destination, adjusting pre- or post-cruise arrangements, refining transportation options, modifying travel dates within the same general trip plan, or making similar changes that do not substantially alter the overall trip request.

Significant changes to the original trip request may require additional planning time and may be subject to an additional consultation, revision, or planning fee. Significant changes may include, but are not limited to, changing the destination, cruise line, ship, itinerary, travel dates, trip length, number of travelers, travel style, budget, hotel category, departure city, or overall trip scope.

If Client requests extensive revisions, multiple new proposals, or a substantially different trip after planning has begun or the proposal has been presented, Hamilton Luxury Travel may require an additional professional fee before further planning work continues.

Client understands that pricing, availability, promotions, amenities, cabins, rooms, flights, and other travel components may change during the revision process and are not guaranteed until confirmed by the applicable supplier and required payment has been received.

### **Payment Authorization**

Client understands that Hamilton Luxury Travel may assist with payments to travel suppliers, including but not limited to cruise lines, hotels, airlines, tour operators, travel protection providers, ground transportation providers, excursion providers, and other companies providing travel-related services.

Client understands that many travel payments are processed directly by the applicable travel supplier or third-party payment processor, not by Hamilton Luxury Travel. Supplier payment deadlines, cancellation terms, refund rules, penalties, merchant processing procedures, and refund timelines apply.

A separate signed payment authorization may be required before Hamilton Luxury Travel submits payment on Client's behalf. Each payment authorization may identify the supplier, travel component, amount due or maximum authorized amount, payment deadline, and card to be used.

By signing a payment authorization, Client confirms that Client has reviewed the applicable travel details, pricing, payment amount, supplier terms, cancellation penalties, payment deadlines, and any known restrictions before authorizing Hamilton Luxury Travel to submit payment on Client's behalf.

Certain travel components, including but not limited to cruise deposits, final payments, airline tickets, hotel deposits, tours, excursions, travel protection, and other reservations, may be non-refundable or subject to supplier cancellation penalties once purchased, deposited, ticketed, or confirmed.

If credit card charges are declined, reversed, disputed, or otherwise unpaid after proper authorization has been provided, Hamilton Luxury Travel reserves the right to pursue recovery of outstanding balances, including reasonable attorneys' fees, collection costs, and related expenses where permitted by law.

### **Authorization to Accept Supplier Terms & Policies**

When making travel arrangements on Client's behalf, Hamilton Luxury Travel may be required to accept supplier terms and conditions, fare rules, ticketing restrictions, cancellation policies, payment requirements, privacy policies, liability waivers, health and safety requirements, or other supplier terms in order to complete reservations or secure travel services.

By signing this agreement and any applicable payment authorization, Client authorizes Hamilton Luxury Travel to accept such supplier terms, conditions, policies, restrictions, and requirements on Client's behalf when necessary to secure the requested travel services.

Client understands that each travel supplier maintains its own terms, conditions, cancellation policies, refund rules, payment deadlines, privacy practices, documentation requirements, and operational procedures. These supplier terms may differ from those of Hamilton Luxury Travel.

Client agrees to review all supplier terms, conditions, invoices, confirmations, proposals, itineraries, and travel documents provided to Client and agrees to be bound by the terms and conditions of each applicable supplier.

Hamilton Luxury Travel is not responsible for penalties, denied refunds, fare restrictions, service limitations, documentation issues, cancellation terms, supplier policies, or other consequences arising from supplier terms and conditions.

### **Cancellations & Change Requests**

All cancellation and change requests must be submitted to Hamilton Luxury Travel in writing.

Client understands that supplier cancellation penalties, change fees, administrative fees, fare differences, nonrefundable charges, and other costs may apply once reservations are confirmed, payments are made, or tickets are issued.

Cancellation or change requests are not effective until received, reviewed, and processed by the applicable supplier. Hamilton Luxury Travel is not responsible for penalties, fare increases, missed deadlines, loss of availability, denied refunds, or other costs resulting from delayed communication, incomplete instructions, supplier policies, or changes requested after payment or confirmation.

Hamilton Luxury Travel will make reasonable efforts to assist Client with cancellation or change requests, but all refunds, credits, penalties, rebooking options, and remedies are controlled by the applicable supplier's terms and conditions.

### **Travel Protection**

Travel protection is required when working with Hamilton Luxury Travel. Client is not required to purchase a travel protection plan through Hamilton Luxury Travel, but Client must either purchase coverage through Hamilton Luxury Travel or provide proof of comparable coverage purchased independently.

Travel protection may help protect Client's travel investment and may provide benefits related to trip cancellation, trip interruption, medical emergencies, emergency evacuation, travel delays, baggage loss or delay, supplier default, and other unforeseen circumstances, depending on the policy purchased.

Hamilton Luxury Travel is not an insurance company, insurance carrier, claims administrator, or legal interpreter of insurance coverage. All coverage questions, claim decisions, exclusions, limitations, benefit determinations, and policy interpretations are governed solely by the travel protection provider and the applicable policy documents.

Client is responsible for reviewing the travel protection quote, policy documents, coverage limits, exclusions, pre-existing condition requirements, cancellation provisions, claim procedures, and time-sensitive benefit deadlines before purchasing or declining any travel protection option.

Certain travel protection benefits, including but not limited to pre-existing condition waivers or Cancel For Any Reason benefits, may only be available if coverage is purchased within a specific time period after the initial trip deposit. Client understands that failure to purchase coverage within the required time period may result in loss of eligibility for certain benefits.

If Client purchases travel protection independently, Client agrees to provide Hamilton Luxury Travel with proof of coverage, including the provider name, policy or confirmation number, emergency assistance contact information, and coverage effective date.

If Client refuses to purchase or provide proof of travel protection, Client understands and accepts full financial responsibility for any losses, penalties, cancellations, interruptions, medical expenses, evacuation costs, delays, supplier defaults, denied refunds, or other costs that may have been covered by travel protection. Hamilton Luxury Travel may require Client to sign a separate travel protection waiver before continuing with travel arrangements.

### **Airfare Authorization**

When airfare is requested as part of Client's travel planning, Hamilton Luxury Travel may assist with researching, coordinating, and purchasing airline tickets on Client's behalf.

Client understands that airline pricing, availability, schedules, seat assignments, baggage fees, fare rules, cancellation policies, change penalties, and ticket restrictions are controlled solely by the airline and may change at any time until tickets are issued.

Before airfare is purchased, Client is responsible for carefully reviewing all flight details, including traveler names, dates, departure and arrival cities, airports, flight times, connection times, seat selections, baggage rules, fare restrictions, and passport or identification information.

Client understands that traveler names must match the identification or passport used for travel. Hamilton Luxury Travel is not responsible for denied boarding, reissue fees, cancellation penalties, fare increases, or other costs resulting from incorrect, incomplete, or mismatched traveler information provided by Client.

Airline tickets are often non-refundable, non-transferable, and subject to airline-imposed change fees, cancellation penalties, fare differences, or restrictions after ticketing. Some fares may not allow changes, refunds, seat selection, upgrades, or checked baggage without additional cost.

Hamilton Luxury Travel will make reasonable efforts to confirm flight details with Client prior to ticketing when possible. However, airfare pricing and availability are not guaranteed until tickets are issued and payment has been processed.

Client understands that airlines may change schedules, aircraft, seats, terminals, baggage rules, connection times, or routes after ticketing. Hamilton Luxury Travel is not responsible for airline schedule changes, delays, cancellations, missed connections, denied boarding, lost baggage, seat changes, or other airline-controlled issues, but will make reasonable efforts to assist Client when possible.

### **Travel Documents & Entry Requirements**

Client is responsible for ensuring that all travelers have the required travel documents for their trip, including but not limited to valid passports, visas, transit visas, vaccination documentation, health forms, entry authorizations, minor travel consent forms, government-issued identification, or any other documentation required by airlines, cruise lines, tour operators, transportation providers, or destination governments.

Client is responsible for verifying all entry, exit, passport validity, visa, vaccination, and documentation requirements based on each traveler's citizenship, residency, age, itinerary, connection points, and destination requirements.

Many international destinations require passports to be valid for at least six months beyond the return date of travel and may require blank passport pages for entry stamps or visas. Requirements vary by destination and may change at any time.

Client is responsible for ensuring that the names provided for all reservations match the passport or government-issued identification used for travel. Hamilton Luxury Travel is not responsible for denied boarding, refused entry, reissue fees, cancellation penalties, fare increases, or other costs resulting from incorrect, incomplete, expired, mismatched, or invalid traveler information or travel documentation.

Hamilton Luxury Travel may provide general guidance or links to travel document resources as a courtesy, but Client remains solely responsible for confirming and obtaining all required documentation before travel.

Hamilton Luxury Travel is not responsible for denied boarding, refused entry, quarantine, fines, penalties, missed travel components, additional expenses, cancellation penalties, or travel disruptions resulting from incomplete, inaccurate, expired, missing, or invalid travel documentation or failure to comply with entry, exit, transit, health, or identification requirements.

### **Health Requirements & Travel Regulations**

Client understands that travel suppliers, airlines, cruise lines, tour operators, transportation providers, and destination governments may establish health, vaccination, testing, documentation, medical clearance, sanitation, security, or entry requirements that travelers must meet before or during travel.

These requirements may change at any time and are outside the control of Hamilton Luxury Travel. Client is responsible for reviewing and complying with all health, safety, entry, exit, transit, and travel regulations applicable to each traveler and each destination on the itinerary.

Client is responsible for determining whether each traveler is medically, physically, and emotionally fit to travel and participate in the planned itinerary. Client should consult appropriate medical professionals regarding any health conditions, mobility concerns, medications, vaccinations, dietary needs, pregnancy, chronic illness, immune concerns, or other medical considerations before travel.

Client is responsible for advising Hamilton Luxury Travel in writing of any known mobility limitations, accessibility needs, medical concerns, dietary restrictions, or other special requirements that may affect travel planning. Hamilton Luxury Travel may assist in communicating known requests to suppliers, but cannot guarantee accessibility, medical accommodations, dietary accommodations, destination conditions, ship accessibility, aircraft seating, hotel room suitability, or supplier approval of any special request.

Hamilton Luxury Travel does not provide medical advice and is not responsible for changes in health requirements, denied boarding, refused entry, quarantine, medical clearance issues, missed travel components, additional expenses, supplier penalties, or travel disruptions resulting from Client's health, medical condition, failure to meet travel requirements, or failure to comply with applicable regulations.

### **Cruise Itineraries, Weather & Water Levels**

Client understands that cruise itineraries, including river, ocean, small ship, and expedition cruises, may change before or during travel due to circumstances beyond the control of Hamilton Luxury Travel.

Such circumstances may include, but are not limited to, weather conditions, river water levels, sea conditions, navigational safety, port congestion, port authority decisions, lock closures, mechanical or operational considerations, ship availability, staffing, medical emergencies, government actions, security concerns, strikes, civil unrest, or other conditions affecting safe or practical operation of the itinerary.

Cruise lines and other travel suppliers may adjust itineraries, substitute ports, change docking locations, alter embarkation or disembarkation locations, modify excursion schedules, substitute ships, provide alternative transportation, or make other operational changes when necessary or advisable.

Client understands that these decisions are made solely by the cruise line or applicable supplier and are governed by supplier terms and conditions. Hamilton Luxury Travel does not control cruise line operations, itinerary decisions, weather conditions, river levels, port access, docking assignments, ship schedules, or supplier-provided remedies.

Hamilton Luxury Travel is not responsible for itinerary changes, missed ports, altered excursions, ship substitutions, docking changes, transportation substitutions, schedule changes, delays, cancellations, inconvenience, disappointment, additional expenses, denied refunds, or other losses resulting from cruise line or supplier decisions or conditions beyond Hamilton Luxury Travel's control.

Hamilton Luxury Travel will make reasonable efforts to assist Client should adjustments become necessary before, during, or after travel.

### **Supplier Changes**

Client understands that travel suppliers may modify, substitute, cancel, or change travel arrangements before or during travel due to operational needs, availability, safety concerns, staffing, equipment, scheduling, weather, government action, supplier policies, or other circumstances beyond the control of Hamilton Luxury Travel.

Such changes may include, but are not limited to, changes to hotels, room categories, amenities, flights, aircraft, seats, schedules, cruise ships, ports, docking locations, tours, excursions, guides, transportation, transfer times, rail services, restaurants, activities, or other travel components.

Client understands that supplier changes are governed by the applicable supplier's terms and conditions. Hamilton Luxury Travel does not control supplier operations, staffing, equipment, availability, schedules, substitutions, service standards, refund decisions, credits, or remedies.

Hamilton Luxury Travel is not responsible for supplier changes, cancellations, substitutions, service disruptions, denied refunds, additional expenses, inconvenience, disappointment, or other losses resulting from supplier actions, omissions, policies, or decisions.

Hamilton Luxury Travel will make reasonable efforts to assist Client should supplier changes occur before, during, or after travel.

### **Force Majeure**

Hamilton Luxury Travel shall not be liable for any delay, disruption, cancellation, change, loss, injury, damage, expense, or failure in performance caused by circumstances beyond its reasonable control.

Such circumstances may include, but are not limited to, acts of God, natural disasters, severe weather, floods, fires, earthquakes, pandemics, epidemics, public health emergencies, government actions, travel restrictions, border closures, visa or entry requirement changes, strikes, labor disruptions, supplier insolvency, mechanical failures, transportation disruptions, airport closures, port closures, civil unrest, war, terrorism, security threats, criminal acts, cyberattacks, technology outages, utility failures, or other events beyond Hamilton Luxury Travel's control.

Client understands that force majeure events may result in itinerary changes, cancellations, delays, missed travel components, additional expenses, supplier substitutions, travel credits, future cruise credits, denied refunds, or other outcomes governed by the applicable supplier's terms and conditions.

Hamilton Luxury Travel does not control supplier refund decisions, travel credits, cancellation penalties, rebooking options, future cruise credits, or remedies offered during or after a force majeure event.

Hamilton Luxury Travel will make reasonable efforts to assist Client should a force majeure event affect Client's travel plans, but Hamilton Luxury Travel is not responsible for losses, expenses, penalties, inconvenience, disappointment, denied refunds, or other consequences resulting from circumstances beyond its control.

### **Credit Card Chargebacks**

Client agrees not to initiate a credit card chargeback, payment dispute, or reversal for authorized payments, supplier charges, professional fees, or services properly disclosed, authorized, and rendered.

Client agrees to contact Hamilton Luxury Travel in writing to attempt resolution of any billing concern before initiating a chargeback, payment dispute, or reversal.

Client understands that many travel payments are processed directly by the applicable travel supplier or third-party payment processor, and that supplier cancellation penalties, refund rules, processing timelines, and payment policies apply.

A delay in receiving a supplier refund, a supplier's refusal to issue a refund, dissatisfaction with supplier policies, or disagreement with supplier-imposed cancellation penalties does not constitute grounds for initiating a chargeback against Hamilton Luxury Travel for properly authorized payments or professional services.

Improper chargebacks, payment disputes, or reversals may constitute a breach of this agreement. If Client initiates an improper chargeback, payment dispute, or reversal after proper authorization has been provided, Hamilton Luxury Travel reserves the right to pursue recovery of outstanding balances, professional fees, supplier charges, chargeback fees, reasonable attorneys' fees, collection costs, and related expenses where permitted by law.

### **Governing Law**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Montana, without regard to conflict-of-law principles.

To the extent permitted by law, any dispute, claim, or legal proceeding arising out of or relating to this agreement, Hamilton Luxury Travel's professional services, or travel arrangements coordinated by Hamilton Luxury Travel shall be brought in a court of competent jurisdiction in Montana.

Client agrees that before initiating legal action, Client will make reasonable efforts to notify Hamilton Luxury Travel in writing of the dispute and allow Hamilton Luxury Travel a reasonable opportunity to respond or attempt resolution, unless prohibited by law or emergency circumstances require otherwise.

## **Client Acknowledgment**

Hamilton Luxury Travel is committed to providing thoughtful guidance, professional travel planning, and supportive concierge care before, during, and after travel. Hamilton Luxury Travel will make reasonable efforts to assist Client should unexpected situations arise; however, Client understands that many travel decisions, policies, changes, refunds, credits, penalties, and remedies are controlled solely by the applicable travel suppliers.

Client acknowledges that travel involves inherent risks and uncertainties, including but not limited to supplier changes, delays, cancellations, itinerary adjustments, weather events, health requirements, documentation requirements, government actions, transportation disruptions, medical issues, and other circumstances beyond the control of Hamilton Luxury Travel.

Client acknowledges that supplier cancellation penalties, change fees, nonrefundable charges, fare restrictions, and other penalties may apply immediately after reservations are confirmed, payments are made, or tickets are issued.

Client confirms that Client has read, understands, and agrees to this Client Travel Planning Agreement and Terms & Conditions, and that Client has had the opportunity to ask questions before signing.

By signing below, Client authorizes Hamilton Luxury Travel to provide professional travel planning services, coordinate travel arrangements on Client's behalf, and assist with the requested travel services subject to the terms outlined in this agreement.

Electronic signatures shall have the same force and effect as original signatures.