



## 5280 Vacations Booking Terms and Conditions

The purchase of your travel booking constitutes a contractual agreement between the traveler(s), customer(s), and/or purchaser(s), (collectively as "You" and "Traveler"), and SV Enterprises (USA) Inc. dba 5280 Vacations ("5280 Vacations", "We", "Us") pursuant to the following terms and conditions ("Terms", "Agreement"):

**EMERGENCY 24/7 SUPPORT:** 5280 Vacations provides 24/7 Emergency Support services to our customers. For emergencies within 24 hours of departure or while you are travelling; please call 1-303-513-1333.

**BAGGAGE FEES:** Additional fees for baggage may apply. Please contact your airline or refer to its website for detailed information regarding their checked baggage policies.

**TRAVEL AGENT:** 5280 Vacations acts as a travel agent only. We sell various travel related products on behalf of numerous transport and accommodation service providers, including, but not limited to airlines, coach, rail, cruise line operators and hotels. 5280 Vacations does not own, operate, manage or control these independent suppliers of services and is not liable for their acts or omissions. 5280 Vacations' obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. A request cannot be guaranteed. All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. You understand that your legal recourse is against the specific provider not 5280 Vacations. Conditions can change rapidly in a country at any time. It is your responsibility to check the USA Government Travel advisories for your intended destination at <https://travel.state.gov/content/travel.html> Passports, Visa and other International Travel Information can also be found there.

**IMPORTANT CONDITIONS:** Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. By signing below, you expressly acknowledge your acceptance of these conditions (i.e. increases before full payment and increases attributable to government-imposed taxes or fees after full payment will be your responsibility) applicable to your purchase.

**CANCELLATION:** Please be aware that most travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge. This is why we strongly encourage purchasing insurance.

**DEPOSIT AND FINAL PAYMENT:** You will be required to pay a minimum deposit of USD\$150 per person when booking. The service provider may require further deposits. Most deposits are non-refundable. Final payment is required no less than 60 days prior to departure unless

otherwise stated. Some airfares or services must be paid in full at the time of booking. 5280 Vacations accepts cash, checks, debit card or credit cards (AMEX, Visa, MasterCard, or Discover). Should you wish us to charge your credit card we may require you to read and sign a credit card charge form set out in the receipt.

**CREDIT CARD TRANSACTIONS:** If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against 5280 Vacations and in the event that payment has been made to 5280 Vacations by credit card, you agree that you will not seek to chargeback your payment to 5280 Vacations. If the credit card is passed through to the travel services provider and you seek to chargeback your payment from the provider, you agree to be held liable and indemnify 5280 Vacations against this chargeback from the provider, including without limitation any air debit memos charged to 5280 Vacations. If 5280 Vacations incurs any costs, including but not limited to attorneys' fees to recover any payments charged back by your credit card company, you agree that you will be liable for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to 5280 Vacations via money order or cash immediately.

**TRAVEL PROTECTION:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by 5280 Vacations to you, constitutes a binding assurance or promise about the insurance. 5280 Vacations is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any insurance claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy.

**ADDITIONAL FEES:** Additional taxes and surcharges that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers. Most properties and vehicle rental/leasing companies require a credit card imprint at check-in.

**RESPONSIBILITY:** We always do our best to make sure your travel arrangements are satisfactory. However, 5280 Vacations and its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns do not own or operate any entity which provides goods and services for your travel including without limitation, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to 5280 Vacations.

**LIABILITY:** 5280 Vacations is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, 5280 Vacations is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to U.S.

standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name 5280 Vacations affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by 5280 Vacations in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that 5280 Vacations is not liable for any consequential loss or damage.

**PASSPORTS:** All individuals departing from the United States of America must be in possession of a valid passport. Please check that your passport is valid for 6 months or longer than your intended travel time. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. You are responsible for confirming with the United States Department of State or representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. A valid government issued ID is required for travel within the USA, however depending on the State of departure or arrival, a passport may be required instead of a driver's license.

**TRAVEL DOCUMENTS:** Travel documents including, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being non-refundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking. Please reconfirm your flights at least 24 hours prior to departure.

**HEALTH AND SPECIAL REQUIREMENTS:** It is your responsibility to ensure you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation.

**INTERNATIONAL FLIGHTS:** Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transport disinfection website. (<https://www.transportation.gov/airconsumer/spray>)

**REFUSAL OF SERVICE:** Service providers reserve the right to refuse service to travelers at their sole discretion and including without limitation if the traveler; (i) Lacks proper documentation for the country of destination; (ii) Has a contagious disease; (iii) Is under the influence of alcohol, drugs or narcotics; and/or (iv) Manifests disruptive and/or unruly

behavior. 5280 Vacations assumes no liability for the acts of the service provider in refusing service.

**PRIVACY POLICY:** 5280 Vacations is committed to protecting the privacy and confidentiality of your personal information. Our Privacy Policy is available for viewing at <https://www.5280vacations.com/privacy>

**ELECTRONIC OR HANDWRITTEN SIGNATURE:** Both parties agree that you may acknowledge and agree to these Terms: (i) electronically; (ii) by handwritten signature; (iii) by any other electronic means, including without limitation acknowledgement via email acceptance of these Terms; or (iv) by your implied consent deemed via your actions which shall include without limitation the payment of the invoice and/ or your use of the services provided by 5280 Vacations or any other travel supplier related to your booking. All such means will be deemed to constitute effective acknowledgement and execution of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

**GOVERNING LAW:** The construction, validity and performance of these Terms and any disputes between the parties shall be governed by and construed according to the laws of the State of Colorado, without giving effect to its conflicts of law principles, and any federal laws applicable therein. Both parties submit to the exclusive jurisdiction of the courts of the State of Colorado with respect to any legal proceedings relating to these Terms. Please download the document, print your names as they appear on your passports if traveling internationally along with your birthdates and billing address, and email or fax it to the addresses provided.

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Traveler Paying  
Please Print Above & Sign Below

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Please Print Above & Sign Below

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Signature/Date

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Signature/Date

**Scan and email to:**  
info@5280Vacations@gmail.com

**Or fax to:**  
+1 (303) 404-2426