



Planning Services – Terms & Conditions

Before sending us your deposit, it is important that you read and understand our Terms & Conditions. Please let us know if you have any questions. We would ask that you sign on the last page acknowledging that you accept these Terms & Conditions and send a copy of page 3 to us.

How it Works

- We have an initial consultation via phone or email to clarify your hopes and aspirations for your trip, your personal interest, budget, and travel style to determine exactly what sort of experience you are after.
- We then create a proposal to suit your needs and email you a projected scope of work with an estimate of our consulting fee.
- You decide to have us go ahead with the planning and send us a signed copy of these Terms & conditions and an initial deposit of 50% towards the advising work, based on our agreed upon estimate, prior to commencing work on your behalf.
- The balance of the consulting fee is due upon completion of the consultation. You will receive a detailed and itemized invoice of our work before the final payment is due. Payments are made by credit cards on Paypal.
- After the final payment is received, we send to you the complete itinerary.

Your Responsibilities

Hudson Valley Traveler is committed to making your trip as rewarding and fun as possible. However, we require your help to do so. For example, we rely on you to provide us with necessary personal information (age, flight details, allergies, etc) and travel preferences (type of bed, dietary needs, special interests, etc.) so we can draft the right trip for you. We also ask that you respond to our questions in a timely manner so as not to delay the planning process.

Our Responsibilities

Hudson Valley Traveler recognizes the faith and trust you put in us to plan your travel. We will do our utmost to create and deliver the perfect trip for you. Our aim is to provide you with reliable and personalized service. We will respond to your messages promptly and will keep you informed as your itinerary evolves. If at any time you have questions or concerns, we ask that you let us know immediately so we can address them.

The Agreement – Terms & Conditions

This Agreement sets out the terms and conditions of our relationship with you. Please take the time to review it carefully. You will be required to sign a copy of this Agreement in order to confirm your reservation for all concierge services. We will be happy to discuss any questions you may have about this Agreement.

Travel Insurance

We strongly recommend protecting your vacation investment by purchasing travel insurance to cover the cost of any non-refundable items and/or penalties should you have to cancel your plans due to covered medical reasons. The insurance will cover pre-existing medical conditions if it is purchased within 15 days of the deposit or payment for services. We will be able to provide you with a custom quote at your request. We ask that when you sign this Agreement, you indicate in the space provided at the end of the Agreement whether you would like to purchase travel insurance or not.

Personal and Health Insurance

We strongly recommend that you ensure you have the appropriate personal and health insurance before you take a trip with us. We ask that when you sign this Agreement, you indicate in the space provided whether you would like to purchase travel medical insurance or not.

Health

By signing this Agreement and/or sending us your initial deposit, you certify that you do not have any physical conditions that would make traveling unsafe for you or other travelers. Please consult your doctor before traveling with us about health issues, in general and in particular to your health.



Privacy

Your privacy is important to us. Hudson Valley Traveler is required to collect personal information in order to plan your trip. We appreciate the sensitive nature of this information and will not share this with third parties, other than as required for any concierge services without your express written permission. By signing this Agreement and/or providing your initial deposit, you are consenting to Hudson Valley Traveler collecting and using your personal information as required to planning your trip and providing you with proper services.

Services Provided by Third Parties

As part of your personal itinerary, we may recommend travel and other services of third parties to fulfill your travel needs. Although we try to recommend only companies that provide the highest quality of service, we cannot guarantee the services provided by these third party service providers.

Risks

Travel involves risks. As mentioned above, we work with independent suppliers and third party service providers (hotels, restaurants, local guides, transportation companies, tour operators, etc.) and cannot be held responsible for their actions or their failure to act. Hudson Valley Traveler has no right to control their operations and therefore makes travel arrangements for the trips on the condition that Hudson Valley Traveler will not be liable for any act or omission of any independent supplier or any unrelated third party. The services provided by independent suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their own agreements.

Limitations of Liability, Release and Indemnity

To be eligible to take a Hudson Valley Traveler trip, travelers must accept the risks of travel, including those set out in “Risks” above, and assume full responsibility for a loss, injury, death or damage to them, their family or their dependants arising in connection with their participation, or the participation of their family in the trip. Travelers must have their own insurance appropriate to their needs and the needs of their family or dependants in respect of such loss, injury, death or damage.

The cost of all Hudson Valley Traveler trips is based on Travelers agreeing to this Agreement and in particular this Limitation of Liability, Release and Indemnity. In consideration for participating in the travel arrangements made by Hudson Valley Traveler, Travelers agree not to sue Hudson Valley Traveler, or its principals, in respect of, and forever releases them from all liability for the economic loss and physical or mental injury, direct or indirect, arising in connection with the trip – including, without limitations, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of Hudson Valley Traveler, except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Hudson Valley Traveler or their employees, guides, shareholders, officers or directors, in which case the Traveler retains the right to sue only Hudson Valley Traveler in respect of that conduct. Travelers further agree that they will indemnify and hold Hudson Valley Traveler harmless in respect of any claims arising in connection with the trip made by: i) third parties, which arise from the misconduct of the Travelers; ii) the Traveler’s family members, dependants or heirs; iii) third parties, which the Traveler, their estate, their family members, dependant or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Hudson Valley Traveler; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of Hudson Valley Traveler, or their employees, guides, shareholders, officers or directors. Any claims or dispute arising out of or relating to this Agreement, this Limitation of Liability, Release and Indemnity or its interpretations, the trip or the Traveler’s relationship with Hudson Valley Traveler will be resolved exclusively in the courts of the State of New York and will be governed exclusively by New York State law.

General

The terms “Hudson Valley Traveler” and “we” refers to Hudson Valley Traveler, a company registered in Ulster County, New York.



I acknowledge and agree to the terms and conditions stated above, on pages one and two:

Name _____

Address _____

City _____ **State** _____ **Zip** _____

Signature _____

Date _____

I would like to purchase travel insurance: Yes _____ No _____

I would like to purchase travel medical insurance: Yes _____ No _____

Please fax or mail back to us this page of the agreement at your earliest convenience.

Thank you!

**Myriam Bouchard & Barbara Voerg
Hudson Valley Traveler**