



## BEYOND THE MAGIC TRAVEL LLC

### Terms and Conditions

Last Revised: January 5, 2026

Beyond The Magic Travel LLC is a travel business specializing in offering services for group and personal travel, including, but not limited to destination weddings, cruises, and theme parks. The terms “we”, “us”, “our”, and “Beyond The Magic Travel Co.” refer to Beyond The Magic Travel LLC, a Virginia limited liability company, . The term “you”, “traveler”, “participant” or “guest” refers to the person making a booking with us and all members of their group.

**CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our Suppliers form the basis of the contract with you (collectively, “Terms and Conditions”). Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By making any payment to Beyond The Magic Travel Co. or participating in any of our travel experiences, you are accepting all of the Terms and Conditions set forth herein (including the Cancellation and Chargeback sections) and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. *If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services.* If you are making a booking as a lead guest of a group or family, you are responsible for sharing these Terms and Conditions with all travelers joining you and are financially responsible for the booking. Beyond The Magic Travel Co. will not be liable for your failure to share these Terms and Conditions with all travelers in your group. You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you, or members of your group or family, is true and correct. Further, you agree that any violation of these Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable Travel Products.

**CHANGES TO THESE TERMS AND CONDITIONS.** Beyond The Magic Travel Co. reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted here [www.beyondthemagictravelco.com](http://www.beyondthemagictravelco.com) on this website and are effective immediately on posting. Please check frequently, especially before you make a booking, to see if these Terms and Conditions changed. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions, constitutes your consent to the changes.

**SCOPE AND ROLE OF AGENCY.** Beyond The Magic Travel Co. does not provide, own, manage, operate, supervise or control the travel services and products that may be provided as part of your trip, such as eateries, museums, events/exhibits, transportation, flights, accommodations (e.g., hotels), cruise, or travel insurance (the “Travel Products”). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines and tour operators (the “Suppliers”). The Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa credits, in-room amenities, etc. The Supplier’s terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Beyond The Magic Travel Co. does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Beyond The Magic Travel Co. acts only as booking

agent for the Supplier in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit. Beyond The Magic Travel Co. customarily receives compensation, usually in the form of a commission, for bookings made on its behalf. Beyond The Magic Travel Co. may also receive compensation in the form of travel planning fees, booking fees or other professional service fees which are payable by you.

TRAVELER FURTHER AGREES THAT BEYOND THE MAGIC TRAVEL CO. SHALL NOT BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LIABILITY WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, DIRECT, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE TRAVEL PRODUCTS OR SERVICES BOOKED WITH ANY SUPPLIER THROUGH BEYOND THE MAGIC TRAVEL CO. . BEYOND THE MAGIC TRAVEL CO. SHALL NOT BE LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, BANKRUPTCY, INSOLVENCY, OR NON-PERFORMANCE WHICH MAY OCCUR DUE TO THE FAULT, WILLFUL ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE OF ANY SUPPLIER AND/OR BEYOND THE MAGIC TRAVEL CO. OR PERSON ENGAGED IN OR RESPONSIBLE FOR ANY TRAVEL PRODUCTS, OR OTHERWISE IN CONNECTION THEREWITH.

*Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors or your unawareness of Suppliers' terms. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.*

**BOOKING/PAYMENT; SERVICE FEES.** When you are ready to start your next travel adventure simply contact us or one of our independent advisors either by email, phone or by filling out the contact information on the website at [www.beyondthemagictravelco.com](http://www.beyondthemagictravelco.com). If you decide that Beyond The Magic Travel Co. or one of its independent advisors are the right fit for planning your customized trip, you will pay the planning fee(s) as applicable, which are determined based on the complexity of your trip, in our or our independent advisor's sole discretion. Itineraries take many hours of planning and work to create the unique experience we aim to give our travelers and as such planning fee(s), if any, for your trip, may be NON-REFUNDABLE even if you cancel your trip or decide not to book. You agree to full payment of our or our independent advisors' planning fee(s) prior to receipt of any itinerary. Please note that your itinerary is not guaranteed until a deposit is made and may change at any time based upon supply and demand.

Booking will be confirmed following our receipt of your approval of the itinerary, the requested travel information, and your deposit, if applicable and as further described herein. After booking you will receive your final itinerary, an invoice with payment information, Supplier terms and conditions, and other important travel information. The invoice is subject to change until you receive confirmation that your travel is booked. You understand that some trips are purchased as complete packages and as such you may not request, and will not be provided with, an itemized breakdown of costs in connection therewith. Some Suppliers will require a larger deposit, or payment in full, to hold your booking and you will be notified of the amount required. Deposits and any service fees are NON-REFUNDABLE, unless stated otherwise in the terms & conditions of the Supplier. You must also execute a legally binding payment authorization in connection with your travel purchases. We require your acknowledgement and agreement to these Terms and Conditions in connection with the foregoing.

Beyond The Magic Travel Co. and its independent advisors reserve the right to charge a ticketing fee for any airfare booked by us or our independent advisors. Airfare (domestic, international or inter-tour) to your arrival and from your departure destinations, is only included as expressly described in your itinerary. If you choose to independently purchase your airfare, you must not make any air reservations until you receive confirmation of your booking. Travelers who independently purchase airfare prior to receiving Beyond The Magic Travel Co. 's written booking confirmation do so at their own risk and are solely liable for any resulting change fees, penalties, or losses related to said booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies, and Beyond The Magic Travel Co. will not be liable for any change or cancellation fees or other additional costs you incur with the air carrier.

Once your booking is processed, we will provide you with instructions regarding payments and all due dates. While Beyond The Magic Travel Co. may send out a payment schedule reminder, it is the traveler's sole responsibility to make all payments in full and on time. Failure to make any payment by the stipulated deadline, including full and final payment, may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Further, you are only entitled to request or make changes to your

itinerary as stipulated in the Changes and Cancellations section below. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional monies in order to accomplish said changes.

#### *SERVICE FEES*

Any and all fees relating to our travel planning services, including without limitation planning fees, revision or change fees, and cancellation fees (collectively, "Service Fees"), if any, may be NON-REFUNDABLE and required to be received in full by Beyond The Magic Travel Co. or its independent advisors before any proposal or itinerary is presented.

***Please review all correspondence and documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours with any corrections.***

**TRAVELER INFORMATION.** We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passports. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. As mentioned above, please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

**PAYMENT METHODS/CHARGEBACKS.** Payments will be processed through a secure online system and can be made via major credit cards including Visa, Mastercard, American Express and Discover, as applicable. Travelers must provide us with a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is a legally binding agreement for us and/or the Supplier to process payment and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such, you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card and other payment facilitation companies ("chargebacks"). Before initiating a chargeback, the traveler must send an email to [bradford.neff@beyondthemagictravelco.com](mailto:bradford.neff@beyondthemagictravelco.com) concerning any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. Beyond The Magic Travel Co. retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks, and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Beyond The Magic Travel Co. or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip.
- Chargebacks resulting from an experience where you were not satisfied with the services/products provided by travel Supplier.

**PRICE AND RATE CHANGES.** The prices in your proposal reflect known costs at the time upon issued and are accurate on that date. However, we may change prices as Suppliers adjust theirs. Prices including estimated fuel costs and local taxes may change. When your booking is confirmed, we will provide updated payment information showing the current price and what is included. Once you pay your deposit and any Service fees, and confirm your booking, your price is fixed except for changes in fuel costs, airport charges, scheduled airfares, transportation-related charges from Suppliers, local taxes or dues, currency fluctuations, government actions, airline surcharges, tariffs, port fees, or fees for services. If these costs increase or decrease, we will notify you accordingly. After you make your final payment, your price is locked in. We reserve the

right to correct any pricing errors or changes before your travel is confirmed and will inform you of any such changes when you book.

### **What's Included In Your Trip**

All trips are subject to the specific inclusions and exclusions as explicitly outlined in your final itinerary. Subject to the foregoing, they generally include:

#### ***Accommodations***

Accommodations are provided as detailed in your itinerary. Special requests such as single rooms, lower floors, connecting rooms and smoking preference, must be made at the time of booking (as may not be available). While we will make reasonable efforts to communicate your requests to the Supplier, such requests are not guaranteed and are at the discretion of the Supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers participating in our international trips should be aware that room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as Americans with Disabilities Act (ADA) and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Beyond The Magic Travel Co. reserves the right, if necessary, to substitute other similar accommodations for accommodations listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Beyond The Magic Travel Co.'s sole discretion and no refunds will be offered for changes in accommodations. Further, while we exercise due diligence in the selection of our partners, and several are based on our own personal experiences, some hotel and other accommodation profiles are based on information provided to us by the Supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Beyond The Magic Travel Co. does its best to maintain current and accurate information regarding these Suppliers, we cannot be held responsible for any inaccuracies in Supplier descriptions, amenities, or images.

#### ***Transfers***

Beyond The Magic Travel Co. may offer transfers strictly in accordance with your individual itinerary, subject to additional fees as described in said itinerary. Except as expressly provided in your itinerary, traveler is solely responsible for transfers to and from airports and all other locations/destinations. You must be on time for all transportation. There will be no refund for missed or unused transfers. If applicable, you must provide us your flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing these services and no refund shall be due which results from missing or outdated flight information.

#### ***Meals***

Meals are included as expressly indicated in the itineraries. Any food and beverages consumed outside of itinerary meals are not included and are at the sole expense of the guest. For safety and liability reasons, Beyond The Magic Travel Co. and its Representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise our Suppliers of your request, but we cannot guarantee their availability.

#### ***Sightseeing/Activities***

Sightseeing trips and activities are only included as provided in the individual itineraries. Any excursions or activities not included in itineraries and done outside of trip times are at the sole expense of the traveler. These trips and activities are designed to accommodate group travel. As a courtesy to others in the trip and/or activity, it is mandatory that you be on time for all scheduled experiences. Trips and activities will begin on time and failure to arrive will be considered a no-show for which no refunds will be available. It is essential that you keep in mind that trip and activity times are set to accommodate climate, crowd size and best viewing options for our groups. At times, early morning departure times may help create a better experience. Therefore, late arrivals cannot be accommodated.

### ***Changes to Itineraries***

Beyond The Magic Travel Co. reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. Beyond The Magic Travel Co. reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No trips will be cancelled due to renovations, although Beyond The Magic Travel Co. may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the Supplier of the activity and your only recourse in case of damage will be against the Supplier of the alternate activity.

### **What's Not Included**

Any items and matters not referred to in your itinerary are not included in the trip price. This can include but is not limited to items such as flights and airfare (international or domestic) not stipulated in your itinerary, any transportation not specified in your itinerary, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; any donations, gratuities and tips if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; optional experiences; souvenirs; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided trip whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This partial list is illustrative and not an exhaustive list of every item not included.

### **Non-Operation of Group Trips**

Some trips are based on a minimum number of participants. Beyond The Magic Travel Co. makes every effort to ensure that trips meet their minimum requirements. However, if the trip drops below the minimum number of participants cancellation of the trip may occur at the sole discretion of Beyond The Magic Travel Co. In such case, guests will be advised at least thirty (30) days prior to departure. Beyond The Magic Travel Co. reserves the right to change the departure date. We may offer alternative trip dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and Beyond The Magic Travel Co. will not be liable for the carrier's refusal to make any refund whatsoever. In such case Beyond The Magic Travel Co. will not be liable for any additional costs incurred outside of the trip prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the trip.

### **CHANGES AND CANCELLATION.**

***Please note: If you are unable to complete the trip/activity due to a physical or mental inability to keep up with the group of participants, there shall be no refunds owed.***

***CHANGES BY YOU.*** Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Any changes (especially with regards to airfare or other ticket contracts, including cruise lines) are subject to the applicable Supplier's terms and conditions.

In addition to the forgoing, Beyond The Magic Travel Co. and our independent advisors reserve the right to charge change fees.

***CANCELLATION BY YOU.*** Cancellation of travel must be made in writing and is effective from the date we receive the written notification. As described above, Beyond The Magic Travel Co. is required to pay all Suppliers well in advance of your trip date. This includes but is not limited to accommodations, meals, transportation, museum tickets, etc. All Suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Beyond The Magic Travel Co. immediately in writing at [bradford.neff@beyondthemagictravelco.com](mailto:bradford.neff@beyondthemagictravelco.com) and request a written confirmation of your cancellation. Upon receipt, Beyond The Magic Travel Co. will follow industry procedures for any

applicable refunds as outlined in the Supplier's terms and subject to their review. If you are entitled to a refund, please note that the Supplier is responsible for this refund, not Beyond The Magic Travel Co. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency. We will use commercially reasonable efforts to facilitate the Supplier providing you with a refund, credit or voucher but we cannot guarantee the same. You acknowledge that any refunds or credits authorized by the applicable travel Supplier at any point after the time of purchase, will be issued in the form of currency in which original payment was made. *If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly recommend the purchase of a comprehensive travel protection plan.*

In addition to the forgoing, Beyond The Magic Travel Co. and our independent advisors reserve the right to charge cancellation fees.

**CANCELLATION OR CHANGES BY US.** If between planning time and/or during actual travel, circumstances require changes, Beyond The Magic Travel Co. and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to, ports and embarkation schedules, hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the trip. Sightseeing trips may be altered as described above. Beyond The Magic Travel Co. cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed.

Without limitation to the foregoing, we reserve the right to cancel or reschedule any trip departure for any reason. If we cancel, except in the case of a force majeure event, we may offer alternate arrangements, and you may choose between a full refund of all money paid or credit in that amount for any alternative trip. If the alternative trip is less costly than the cancelled trip, we will refund you the difference. If the alternative trip is more costly than the cancelled trip, you will be required to pay the difference. Guest is responsible for any additional costs not directly booked through Beyond The Magic Travel Co., including but not limited to, acquiring travel insurance or airline tickets or any other travel-related arrangements not made by us.

**NO REFUND FOR UNUSED ARRANGEMENTS.** As Beyond The Magic Travel Co.'s prices are based on contract rates, there will not be any refund for any unused portion of your trip. If you cancel while the trip is in progress, there is no refund for the unused portion. In addition, if you arrive late for a trip/activity, any costs required to reach the location where the rest of the group is at the time of your arrival will be at your own expense.

**FORCE MAJEURE.** Beyond The Magic Travel Co. assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: natural disasters, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, landslides, water or power shortages or failures, tropical storms or hurricanes, natural or nuclear activity, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, changes of schedules or operational decisions of air carriers, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19), or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other catastrophic circumstances or any other factors unforeseen by Beyond The Magic Travel Co. that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (and we are under no obligation to), we will refund these to you without any charge by Beyond The Magic Travel Co.

**TRAVEL PROTECTION INSURANCE.** Travel Protection Coverage is NOT included in the cost of your trip. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage is *strongly recommended*, and such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation and

repatriation costs), missed connections and baggage loss. *Travel protection plans, which may include Cancel For Any Reason coverage, typically must be purchased within ten (10) days of initial trip payment in order to qualify for a pre-existing condition waiver.*

While Beyond The Magic Travel Co. may recommend and assist with travel insurance options for you to choose from, we are not liable for any issues that result from said travel insurance options. Beyond The Magic Travel Co. is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel coverage plans and as such we cannot evaluate the adequacy of the prospective insured's existing insurance coverage. Further, we cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer's policy and make no representations about the extent of coverage for any policy it may offer or quote. Please note that any and all cancellation fees will not be accepted as part of your claim. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Beyond The Magic Travel Co. cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred.

**BY DECLINING TO PURCHASE TRAVEL INSURANCE, TRAVELER ACKNOWLEDGES THE AFOREMENTIONED RISKS STATED ABOVE. FURTHER, IF YOU CHOOSE TO TRAVEL WITHOUT ADEQUATE COVERAGE, WE WILL NOT BE LIABLE FOR ANY OF YOUR LOSSES HOWSOEVER ARISING, FOR WHICH TRIP PROTECTION PLAN COVERAGE WOULD OTHERWISE HAVE BEEN AVAILABLE.**

**DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. Beyond The Magic Travel Co. urges travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <https://travel.state.gov/content/travel.html>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Should you choose to travel to a country that has been issued a travel warning or advisory, Beyond The Magic Travel Co. will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. U.S. citizens traveling to the United Kingdom (UK) for short visits, tourism, or business, including those just passing through UK airports, will need an Electronic Travel Authorization (ETA) if they do not have a UK visa or legal residency in the UK or the Republic of Ireland. You can find out if your international destination requires a visa at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Beyond The Magic Travel Co. strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. **Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>. In addition, certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Beyond The Magic Travel Co. shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

YOU ACKNOWLEDGE ANY FAILURE TO STRICTLY COMPLY WITH THESE REQUIREMENTS MAY RESULT IN DENIED BOARDING OR AN UNDUE DELAY AT AN AIRPORT SECURITY CHECKPOINT CAUSING TRAVELER TO MISS FLIGHT(S), AND SUBSEQUENT SCHEDULED TRAVEL BOOKINGS TRIPS. BEYOND THE MAGIC TRAVEL CO. BEARS NO RESPONSIBILITY FOR ADVISING AND/OR OBTAINING REQUIRED TRAVEL DOCUMENTATION FOR YOU, OR FOR ANY DELAYS, DAMAGES, AND/OR LOSSES INCLUDING MISSED PORTIONS OF YOUR VACATION RELATED TO IMPROPER DOCUMENTATION OR GOVERNMENT DECISIONS ABOUT ENTRY.

**INSECTICIDE NOTICE.** Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's website, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

**NON-RESPONSIBILITY.** Beyond The Magic Travel Co. and its members, managers, owners, employees, affiliates, agents, and representatives ("Representatives") use third party Suppliers to arrange trips, transportation, sightseeing, lodging, and all other services related to this trip. Beyond The Magic Travel Co. is an independent contractor and is not a Representative of any of these Suppliers. Beyond The Magic Travel Co. does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of Beyond The Magic Travel Co. . All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Beyond The Magic Travel Co. nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Beyond The Magic Travel Co. including in the event any third-party providers or healthcare professionals seek to assist with medical or other help and we are not liable for any costs or missed activities in relation to said assistance. Beyond The Magic Travel Co. assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Beyond The Magic Travel Co. assumes no responsibility or liability for personal property; and Beyond The Magic Travel Co. shall be relieved of any obligations under these Terms and Conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Beyond The Magic Travel Co. accepts no responsibility for lost or stolen items. *Further, Beyond The Magic Travel Co. reserves the right to refuse any traveler or potential traveler at its sole discretion.*

**ASSUMPTION OF RISK/WAIVER.** Traveler is fully aware of the inherent risks connected with participating in the trip. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, animals, roadway hazards, slips, and falls, uneven terrain, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; seasickness, your own negligence and/or the negligence of others, including tour guides, other travelers, Beyond The Magic Travel Co. and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; foodborne illnesses, dietary restrictions or allergic reactions, fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics and infectious diseases, etc.), physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant potential dangers and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE BEYOND THE MAGIC TRAVEL CO. AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF BEYOND THE MAGIC TRAVEL CO. AND/OR ITS REPRESENTATIVES AND TRAVELER HEREBY COVENANT NOT TO SUE BEYOND THE MAGIC TRAVEL CO. AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING BEYOND THE MAGIC TRAVEL CO. . THESE TERMS AND CONDITIONS ALSO BIND YOUR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

**INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Beyond The Magic Travel Co. and its officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Beyond The Magic Travel Co. (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your negligent acts or omissions, or any damage caused by traveler while participating in the trip; (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

**YOUR BEHAVIOR.** Each traveler in any trip planned by Beyond The Magic Travel Co. is expected to act responsibly and adhere to all behavior guidelines established by Beyond The Magic Travel Co. and our Suppliers. Beyond The Magic Travel Co. and all Suppliers reserve the right to remove you from any facility, hotel or resort property, trip location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with Beyond The Magic Travel Co., you accept responsibility for any damage or loss caused by you or anyone traveling with you including, without limitation, in connection with any violation of applicable laws, regulations or policies, or use of illegal substances at the location of your travel (e.g., marijuana). Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Beyond The Magic Travel Co. or any of its Representatives liable for any actions taken under these Terms and Conditions.

You acknowledge and agree to follow and abide by any and all laws and regulations of any state and/or country you enter while participating in the trip. While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the use and/or possession of drugs in particular. There will be no tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of these Terms and Conditions and may prevent you from your continued participation. We require responsible alcohol consumption for your safety and for those around you. If you are asked to leave a trip for inappropriate behavior, violence, or any other disruptive action, you will NOT be refunded.

**BAGGAGE FEES/INFORMATION.** Baggage and personal effects are at all times the sole responsibility of the traveler. Due to continual changes in airline baggage and seat selection policies, it is suggested that you inquire with your airline’s website for up-to-date fees & information. Beyond The Magic Travel Co. is NOT responsible for additional fees incurred for baggage and/or seating assignments. The Department of Transportation along with the Federal Aviation Administration

outline which materials are hazardous to carry in your baggage. More detailed information on this is available at <https://www.tsa.gov/travel/security-screening/whatcanbring/all>.

**RE-CONFIRM YOUR FLIGHT.** Beyond The Magic Travel Co. advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure. It is recommended that you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights.

**HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** By booking a trip with us, you acknowledge that you have undergone a physical examination and either received a doctor's approval to participate or chosen to participate without a physician's consent.

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your ability to do so, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Beyond The Magic Travel Co. will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act (ADA) and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Beyond The Magic Travel Co. at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, or physical or mental disability, Beyond The Magic Travel Co. shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

*For the safety of our guests, Beyond The Magic Travel Co. reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.*

**PHOTOGRAPHIC/VIDEO LIKENESS AND FEEDBACK.** Traveler hereby gives consent and grants to Beyond The Magic Travel Co. a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in any form of media without obtaining further consent and without compensation, solely for the purposes of marketing our trips. Each traveler releases Beyond The Magic Travel Co. and its Representatives from any liability in connection with any use of such forms of media. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please request said removal per the email below.

**CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM.** You agree that you will only bring claims against Beyond The Magic Travel Co. in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Beyond The Magic Travel Co. shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Beyond The Magic Travel Co. unless you have first provided a written notice of claim to Beyond The Magic Travel Co. within thirty (30) days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. Any claims not submitted and received within this time shall be deemed irrevocably waived and barred. Notwithstanding the foregoing, in no event shall Beyond The Magic Travel**

**Co. 's liability to you (or any member of your traveling party, or your/their heirs, successors and assigns), from any cause of action (whether in contract, tort, indemnity, equity, or otherwise), exceed the amounts paid to Beyond The Magic Travel Co. for the services Beyond The Magic Travel Co. performed and provided to you in connection with these Terms and Conditions, and this is your sole and exclusive remedy for a breach of these Terms and Conditions by Beyond The Magic Travel Co. .**

**GOVERNING LAW AND VENUE.** These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Virginia exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in King George County in the State of Virginia.

**ELECTRONIC COMMUNICATIONS.** You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

**MISCELLANEOUS.** These Terms and Conditions, including any other documents, itineraries, and invoices we provide you, constitute our entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Beyond The Magic Travel Co. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. The provisions of these Terms and Conditions, which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control.

**CONTACT US.** Beyond The Magic Travel LLC welcomes your questions or comments about our trips:

Email: [bradford.neff@beyondthemagictravelco.com](mailto:bradford.neff@beyondthemagictravelco.com)

Attn: Bradford Neff; Owner

Address: Beyond The Magic Travel LLC  
8480 Gray Fox Ln  
King George, VA 22485

## **SELLER OF TRAVEL**

Florida Registration: ST46181

Washington UBI: 606002049

California Registration: 2167603-70; Registration as a seller of travel does not constitute approval by the State of California.

Transactions are covered by the California Travel Consumer Restitution Fund (TCRF) if the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within twelve (12) months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; 468 Manzanita Ave., Suite 1, Chico, CA 95926; or by visiting TCRF's website at: [www.tcrfinfo.org](http://www.tcrfinfo.org).