



TERMS & CONDITIONS

All travel arrangements made are subject to the following terms and conditions:

CONSENT TO TERMS AND CONDITIONS.

Access to and use of the services of Melissa Reese Travel ("we", "us" and "our" and "Melissa Reese Travel") and our website is subject to acceptance of these terms and conditions ("Terms and Conditions"). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or Customer ("Customer" and "Client" and "passenger" and "you/your") agree to be bound by these terms. PLEASE READ THE TERMS AND CONDITIONS BEFORE USING THIS WEBSITE. If you do not accept all of these terms, then please do not use our services or our websites. These Terms and Conditions govern the relationship between Melissa Reese Travel and you, the Customer. These terms restrict your rights and remedies and provide protection to Melissa Reese Travel, including warranty disclaimers and liability exclusions. By using Melissa Reese Travel's services and this website you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can easily choose to not use this website or Melissa Reese Travel/ So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website or our services

You agree that any violation of any such 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, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You acknowledge and agree that we may change our terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel. We will notify you of any material changes that we make. Your continued use of our website and/or services after such notification will constitute your acceptance of such changes and agreement to be bound by the same.

TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS.

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When travelling domestically 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 <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. Melissa Reese Travel strongly recommends that you take into account that certain countries will not admit a Customer, if their passport expires within six (6) months of the date of entry. Non-United States 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 see https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel. The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. 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 Customer to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

Obtaining and carrying these documents is your sole responsibility. Melissa Reese Travel bears no responsibility for such information and will not be responsible 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.

INDIVIDUAL ENTRY AND EXIT REQUIREMENTS.

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (See: <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>) Melissa Reese Travel neither controls nor warrants the issuance of visas related to applicable travel. It is Customer's responsibility to verify that all the visas required for your trip have been obtained, that the visas for each country are valid for the entry and exit dates of your visit, that your personal details are accurately reflected and that your passport is valid for at least six months beyond the completion date of your trip. Please note

that even when a visa is issued, a Customer may be denied entry since each country's local immigration officials make the final entry decision. Several factors including past criminal record may contribute to the decision of the local immigration official(s). Should a visa not be issued, Melissa Reese Travel is not responsible for lost payments made toward the contemplated trip. We feel it is an invasion of privacy for any member of our staff to make such an inquiry. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers.

(See: <https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility/overcome-criminal-convictions.html>)

RISKS/SAFETY.

Travel to certain destinations may involve greater risk than others. Melissa Reese Travel urges Customers 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 <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov> The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking. Client(s) assume full and complete responsibility for all destination conditions regarding health, safety, security, weather hazards, climate extremes, political stability, and labor/civil unrest.

COVID-19 TRAVEL WAIVER.

As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, Customer acknowledges that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Melissa Reese Travel has no control.

Customer further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, Customer understand that should they elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. Customer hereby agrees to hold Melissa Reese Travel harmless and release it from any and all liability for any damages, including but not limited to monetary losses, Customer may incur as a result of such interruption or cancellation of these travel plans.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, MELISSA REESE TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

USE OF MELISSA REESE TRAVEL ACCESS AND INFORMATION FOR TRAVEL BOOKINGS.

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with Melissa Reese Travel by any means, including our website in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of Melissa Reese Travel communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with Melissa Reese Travel is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by Melissa Reese Travel shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by Melissa Reese Travel and any supplier with whom you elect to deal, or with whom Melissa Reese Travel deals on your behalf, including but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services, and cancellation. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Melissa Reese Travel debiting your account for any costs Melissa Reese Travel incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Melissa Reese Travel.

Customer authorizes Melissa Reese Travel to book on third party travel booking sites to fulfill Customer's travel requests. Customer ratifies Melissa Reese Travel's actions on Customer's behalf, including acceptance of such third party's terms and conditions, which limit Customer's rights, and Customer agrees to bound by such actions.

In the event of any inconsistency or ambiguity of terms, Melissa Reese Travel shall benefit from the most favorable term(s) in each instance.

PAYMENTS AND CANCELLATION.

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid for.

Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to Melissa Reese Travel in writing. As a result of cancellation, Melissa Reese Travel's and third party supplier's cancellation penalties and all non-refundable fees and deposits will apply, which are detailed in your travel documentation, this website, and each of the supplier's website. Upon receipt of your cancellation request, Melissa Reese Travel will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund.

Cancellation penalties are advised at time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact Melissa Reese Travel. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund.

Because we and our suppliers strictly adhere to our cancellation terms, we strongly recommend the purchase of a Travel Protection Plan.

CREDIT CARD CHARGEBACKS.

Your authorization of use of your Credit Card is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined in our terms and conditions, and agree to refund policies and procedures as outlined in the Terms and Conditions. In the event you attempt to chargeback, reverse, or recollect a trip payment already made without the authorization of Melissa Reese Travel, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

CHANGES AND CANCELLATION BY A SUPPLIER.

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by suppliers seeking to reduce inconvenience to Customers. Such changes are deemed not to be a major change, and no compensation will be payable to you. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

AIR, CHECK-IN, SCHEDULE RECONFIRMATION. UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. In such event, it is the Customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. Melissa Reese Travel shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

LATE BOOKINGS.

Prospective Customers are advised to reserve early to avoid disappointment and additional late booking fees.

NO REFUND FOR UNUSED ARRANGEMENTS.

As Melissa Reese Travel's prices are oftentimes based on contract rates, there will not be any refund for any unused portion of a travel booking. Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour canceled.

CURRENCY FLUCTUATIONS.

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

ALTERATIONS TO CONFIRMED BOOKINGS.

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you at our applicable administrative charge, depending upon circumstances of the request.

IMPORTANT INFORMATION FOR DOMESTIC AIR TRAVELERS.

The Federal Real ID Act mandates stricter security standards for state-issued driver's licenses and other forms of identification and prohibits Federal agencies from accepting for official purposes identification that does not meet these standards. Beginning on October 1, 2021, every air traveler will need to present Real ID-compliant identification to be permitted to board a domestic flight; therefore, those holding a non-compliant driver's license will need to present an acceptable alternate form of identification, such as a valid U.S. passport. To avoid disruption to their travel plans, air travelers are strongly encouraged to consult with the Department of Homeland Security (www.dhs.gov/real-id) to determine whether their state-issued identification is Real ID-compliant and, if not, what alternate forms of identification will be accepted at the airport.

HEALTH/SECURITY/TRAVEL DOCUMENTATION REQUIREMENTS.

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Melissa Reese Travel shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Website <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov.us>, <http://www.ustreas.gov>, <http://www.cbp.gov> on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens. (Customer is responsible to make Melissa Reese Travel aware when traveling on a passport from a country other than the USA.)

HAZARDOUS MATERIALS.

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed on these sites:

<http://www.tsa.gov/traveler-information/prohibited-items>
http://www.faa.gov/about/initiatives/hazmat_safety/

INSECTICIDE NOTICE.

All passengers are referred to always 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 DOT's website, as this list is updated from time to time:

<http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

E-TICKETS.

E-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE.

Melissa Reese Travel acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of Melissa Reese Travel. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and are set forth on their respective websites, which govern the transaction. All bookings are accepted by Melissa Reese Travel as agent for the disclosed travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective websites. BECAUSE MELISSA REESE TRAVEL ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE MELISSA REESE TRAVEL/BROWNELL IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. MELISSA REESE TRAVEL HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL,

INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH MELISSA REESE TRAVEL'S OFFICE OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF MELISSA REESE TRAVEL'S CONTROL, AND YOU HEREBY EXONERATE MELISSA REESE TRAVEL FROM ANY LIABILITY WITH RESPECT TO THE SAME.

ASSUMPTION OF RISK/WAIVER.

Customer is aware that travel such as Customer is undertaking on the Trip may involve hazardous activities, some in remote areas of the world. Inherent hazards and risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, Melissa Reese Travel and its employees, agents and/or 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; fatigue, chill, overheating, and/or dizziness;; known or unknown medical conditions, 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.

Customer 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, Customer is willing to accept the risks and uncertainty involved as being an integral part of travel. Customer on your own behalf, and on behalf of any minor traveling with you, hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Melissa Reese Travel and agrees to and shall hold harmless and fully release Melissa Reese Travel from any and all claims associated with the trip, including any claims of third party negligence and you hereby covenant not to sue Melissa Reese Travel for any such claims or join any lawsuit or action that is suing Melissa Reese Travel. This agreement also binds your heirs, legal representatives and assigns.

INDEMNIFICATION.

Customer agrees to and shall indemnify and hold harmless Melissa Reese Travel, and each of our officers, directors, employees and agents (collectively "Melissa Reese Travel"), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Melissa Reese Travel (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) Customer's breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by Customer while participating in the trip.

ADA.

The Americans with Disabilities Act ("ADA") is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany Customers who need such assistance. Motorized scooters are unsuitable for many trips. Transportation services, including many tour motor coaches, are not equipped with wheelchair ramps. You must inform us at the time of booking if you are requesting any ADA accommodations. Melissa Reese Travel will pass this request on to the supplier but cannot be responsible if such accommodations are not available.

PRICE CHANGES.

Melissa Reese Travel/ will make every effort to honor the price as originally quoted, however; under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components. Prior to full payment, prices including US air transactions or air tours (in, to, or from the US) could increase for certain travel services, including the following: a seat, carriage of passenger baggage, applicable fuel surcharge, or an increase in a government imposed tax or fee. US air transaction or air tour prices will not increase after making full payment, except for charges resulting from government imposed taxes or fees. Certain suppliers reserve the right to increase prices to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Customer expressly acknowledges acceptance of these conditions applicable to purchase and authorizes Melissa Reese Travel to charge Customer's credit card for such additional amounts. This consent applies to all travel arranged by Melissa Reese Travel for Customer, and may be revoked at any time with respect to future travel for which Customer has not yet made payment. Five (5) years following the date of Customer's last travel booking, this consent expires.

ALTERATIONS DUE TO ADVERSE CONDITIONS.

Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of Melissa Reese Travel control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Melissa Reese Travel. Melissa Reese Travel reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member any person of any tour at any time. Melissa Reese Travel shall not assume any responsibility for any air and/or ground schedule changes.

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of Melissa Reese Travel and subject to each supplier's terms and conditions. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one. There will be no refund for such alterations.

LIMITATION OF RECOVERY.

MELISSA REESE TRAVEL/BROWNELL HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CUSTOMER AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM MELISSA REESE TRAVEL WILL BE LIMITED TO THE COMMISSION AND FEES PAID BY CUSTOMER AND ACTUALLY RECEIVED BY MELISSA REESE TRAVEL IN THE PAST TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

FORCE MAJEURE.

"Force Majeure" means, in relation to Melissa Reese Travel, any circumstances beyond the reasonable control of Melissa Reese Travel, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

Melissa Reese Travel shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If Melissa Reese Travel, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip. Payment of any refund by Melissa Reese Travel to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Melissa Reese Travel shall use its reasonable efforts to reimburse you where possible. However, Melissa Reese Travel shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Melissa Reese Travel of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once Melissa Reese Travel has investigated the prevailing situation, as it deems fit, it shall remain in Melissa Reese Travel's sole and absolute discretion whether to proceed with your trip. You may in such circumstances cancel the trip subject to Melissa Reese Travel's and each supplier's terms and conditions. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political, pandemic or other similar events.

TRAVEL INSURANCE.

MELISSA REESE TRAVEL OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded and Melissa Reese Travel's and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Melissa Reese Travel. However, we strongly suggest the purchase of travel insurance including coverage for cancellation for any reason (CFAR). Employees of Melissa Reese Travel are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel insurance coverage would otherwise have been available.

PHOTOGRAPHS/VIDEOS.

Melissa Reese Travel reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. Melissa Reese Travel may use the photograph/video in publications or other media material produced, used or contracted by Melissa Reese Travel, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. ~~§ 11.111~~ Any person desiring not to have their photo taken or distributed must contact Melissa Reese Travel in writing of his/her intentions and include a photograph.

RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY.

We reserve the right to correct errors, and offers are subject to availability.

SEVERABILITY.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

ENTIRE AGREEMENT.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and Melissa Reese Travel with respect to travel bookings made with Melissa Reese Travel by any means accessing such information, including its website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

E-MAIL UPDATES.

Melissa Reese Travel may provide e-mail news service or other prompts to new content available. Your use of such content received through the e-mail news service will be subject to these Terms and Conditions.

GOVERNING LAW.

These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, notwithstanding any conflicts of law, and any dispute concerning these terms and conditions shall be heard in a court of competent jurisdiction in the State of Texas. The prevailing party shall be entitled to his or her attorney's fees and associated costs paid by the other party. You irrevocably waive any rights to bring or participate in any class action related in any way hereto.