



## **TERMS AND CONDITIONS**

This website is provided by Overseas Travel of Florida LLC, DBA Overseas Leisure Group (“OLG”). These terms and conditions (“Terms”) constitute a binding agreement between OLG and you.

By using the website, you agree to be bound by all of the terms and conditions of the Terms.

OLG reserves the right to modify the Terms from time to time. Your continued use of the website after OLG modifies the Terms of Use will mean you agree to the Terms. If you do not agree with the Terms, please do not use the website.

## **PURPOSE**

This website is designed exclusively for travel professionals (travel agents, travel advisors, travel agencies, tour operators...). This website allows you to make, manage, cancel and pay for hotel reservations for your clients.

## **ACCESS**

You can request an account on the [website](#). Once granted access, you are responsible for keeping your password private. Passwords are encrypted at the time they are created. If needed, you can change your password [here](#).

If you create accounts for your employees, colleagues or affiliates, please understand that your company is taking responsibility for their actions (reservations and cancellations).

Please make sure that you grant ADMIN permissions only to the individuals that you want to empower to see all reservations made under your account. Otherwise, please make sure you create their account as USER and they will only see their own reservations.

## **RESERVATIONS**

Most reservations can be made and confirmed in real time. You will receive a confirmation email. The reservation, confirmation number and all the corresponding details will also be saved in the Trips section of your account on the website.

Some products and services cannot be booked in real time and require a confirmation from the provider. When this is the case, your attempted reservation will be marked as PENDING. Once we obtain a confirmation from the provider, the reservation will be updated to BOOKED.

## **CANCELLATIONS**

The cancellation policies, deadlines and penalties presented on the website are those of the providers of the services (e.g. hotels, experiences, and ground transportation companies...).

There is no penalty for cancellations made prior to the cancellation deadline. If you cancel a reservation that is past the deadline, you or your client will incur the cancellation penalty described at the time of the reservation confirmation.

## **RATES AND COMMISSIONS**

In the United States, Overseas Express displays hotel rates at BAR, including a commission for the agency. In that case, you are responsible for selling to your clients at BAR (Best Available Rate), and may use the website to collect payment from your clients.

The commission amount is calculated on the prices and rates before tax. Commissions are paid on the 15th of the month following the client's checkout date to minimize risks in the event of cancellations or

payment disputes of any kind. If you are affiliated with a host company, the commission is paid to the host for the benefit of your company.

Outside of the United States, travel professionals may prefer net rates that do not include a commission. In that case, you are responsible for selling to your clients as part of a package and will collect payment directly from your clients. You may use the website to pay us.

## **PAYMENTS**

Depending on the level of credit that OLG grants to your company, you can make reservations either with:

- A payment at the time of reservation (always required for non-refundable items)
- A 30% deposit at the time of reservation
- No payment at the time of reservation

Payment balances must be settled at least 14 days prior to the earliest check in date, or 7 days prior to the deadline for cancellation penalties (whichever comes first). If balances are not paid within 24 hours of that deadline, the reservation is automatically cancelled.

Payment to OLG can be made by...

- United States : credit card, using your client's payment method.
- Outside of the United States:: credit card, wire transfer or ACH.

## **AGENCY FEE (OPTIONAL)**

This is applicable to agencies on commission only (United States).

At the time of making a reservation, you have the option to add an Agency Fee (or Agent Fee), which is meant to be a fee paid by the client for the services rendered by the agency.

In that event, OLG then collects this amount and passes the entire amount (after deduction of a processing fee) through to you (e.g. your company) at the same time as the commission.

OLG does not collect tax on that Agency Fee. It is your responsibility to pay the applicable taxes.

Processing fee (applicable to the Agent Fee only) OLG will withhold a small percentage from the Agent Fee amount to cover for credit card charges. This fee is 4% in the United States.

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## **APPLICABLE LAW**

The laws of the State Florida will govern the Terms of Use, without giving effect to any principles of conflicts of laws.

Last Updated: May 14, 2020