

# BermudAir Holidays Terms and Conditions

V2 – 1 May 2024

## Overview

Welcome to BermudAir Holidays! We're thrilled to have you join us for an unforgettable vacation experience. Please take a moment to review our Terms and Conditions carefully before booking your vacation with us. By making a reservation and participating in our activities, you agree to abide by the following terms:

This website is operated by BermudAir Holidays. Throughout the site, the terms “we”, “us” and “our” refer to BermudAir Holidays. BermudAir Holidays offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the Terms and Conditions and Conditions of Carriage available elsewhere on the website as well as the following vacation specific terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### 1. Refund Policy:

Changes or cancellations can be made within 24 hours of making the reservation without penalty. Changes can be made up to 60 days prior to departure with a \$75 administration fee per person. Within 60 days, hotel change and cancellation policies will vary by property with changes being subject to a \$75 administration fee. No refunds of any portion of the package, including air or hotel products, will be possible less than 14 days before departure. We strongly recommend that you consider purchasing vacation insurance to protect your investment in case of unforeseen circumstances.

### 2. Vacation Insurance:

We highly recommend that all travelers purchase comprehensive vacation insurance to cover

unexpected events such as trip cancellations, delays, medical emergencies, and personal accidents. BermudAir Holidays is not responsible for any financial losses or liabilities incurred due to unforeseen circumstances.

### 3. Travel Documentation:

It is your responsibility to ensure you have the necessary travel documents, including passports, visas, and any required vaccinations, for your chosen destination. BermudAir Holidays is not responsible for any travel disruptions due to incomplete or incorrect travel documentation.

### 4. Health and Safety:

Your health and safety are important to us. Please inform us of any medical conditions, allergies, or dietary restrictions when making your reservation. We will do our best to accommodate your needs, but we cannot guarantee special accommodations in all cases.

### 5. Itinerary Changes:

BermudAir Holidays reserves the right to modify or change the itinerary, accommodation, or activities due to unforeseen circumstances or events beyond our control. We will make every effort to provide you with a similar experience or suitable alternatives. Please note that your flights are bound by BermudAir's Conditions of Carriage which can be viewed at <https://www.flybermudair.com/legal/conditions-of-carriage>.

### 6. Travel Advisories:

Before booking your vacation, please check for any travel advisories or restrictions issued by government authorities for your chosen destination. Travelers are responsible for complying with these advisories and should be aware of any potential risks.

### 7. Liability Waiver:

By participating in BermudAir Holidays, you agree to release BermudAir Holidays, its employees, agents, and partners from any liability for personal injury, property damage, or loss sustained during the vacation, except in cases of wilful misconduct or negligence.

### 8. Privacy Policy:

Your privacy is important to us. Please refer to our [Privacy Policy](#) for information on how we collect, use, and protect your personal data.

### 9. Governing Law:

These Terms and Conditions are governed by the laws of Bermuda. BermudAir reserves the right to update or modify these Terms and Conditions at any time without prior notice. It is your responsibility to review these terms periodically.

### 10. Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of

this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### 11. Modifications to Service and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### 12. Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to refund in accordance with our refund policy.

We have made every effort to display as accurately as possible the details of the accommodation provided but cannot be held liable for any differences encountered. All descriptions of accommodation and/or pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any accommodation at any time. We do not warrant that the quality of any accommodation, services, or information, made available via this website to you will meet your expectations, or that any errors in the service offered will be corrected.

#### 13. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the service provided that contains typographical errors, inaccuracies or omissions that may relate to accommodation descriptions, pricing, promotions, offers, travel times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel bookings if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your booking request or payment).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the service or on any related website has been modified or updated.

#### 14. Prohibited Uses

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any

obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the internet. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

If you have any questions or concerns about these Terms and Conditions, please contact us at [holidays@bermudair.com](mailto:holidays@bermudair.com).

Thank you for choosing BermudAir Holidays, and we look forward to providing you with an amazing travel experience!