

# Global Gulls - Terms of Service

Effective Date: June 1st, 2025

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## I. Introduction: Purpose and Importance of Terms of Service for 'Global Gulls'

### A. Welcome and Identification of the Agency

Welcome to Global Gulls (hereinafter referred to as "Global Gulls," "we," "us," or "our"). These Terms of Service (hereinafter referred to as "Terms" or "Agreement") govern your use of the Global Gulls website (hereinafter referred to as the "Website") and all travel agency services offered by Global Gulls. Global Gulls operates as registered in.

### B. Purpose of the Terms

These Terms constitute a legally binding agreement between Global Gulls and you, the user or client (hereinafter referred to as "you," "your," or "traveler"). The primary purpose of this Agreement is to define the mutual rights and obligations of the parties, setting clear expectations for the travel planning, consultation, and booking services (collectively, the "Services") we provide. These Terms are designed to protect the interests of both Global Gulls and our valued clientele.

### C. Acceptance of Terms

By accessing or using the Global Gulls Website, requesting our Services, making inquiries, or effecting a booking through us, you signify your full understanding, acceptance, and agreement to be bound by all provisions contained within these Terms. If you make travel arrangements on behalf of other individuals ("Other Travelers"), you warrant that you possess the legal authority to accept these Terms on behalf of all Other Travelers in your party and that you have made them aware of these Terms. If you do not agree with any part of these Terms, your sole recourse is to refrain from using the Website and our Services.

### D. Modification of Terms

Global Gulls reserves the right, at its sole discretion, to amend, modify, add, or remove portions of these Terms at any time. Any such modifications will be effective immediately upon posting of the revised Terms on the Website. While we may endeavor to notify you of significant changes, it is your responsibility to review these Terms periodically for updates. Your continued use of the Website or our Services following the posting of changes will mean

that you accept and agree to the modifications.

## **II. Defining Your Agency's Role and Services**

### **A. 'Global Gulls' as an Agent for Suppliers**

Global Gulls acts as an independent contractor and a sales agent or intermediary for various third-party suppliers of travel-related products and services ("Suppliers"). These Suppliers include, but are not limited to, airlines, hotels, cruise lines, tour operators, car rental companies, travel insurance providers, and other travel service providers. Global Gulls does not own, operate, manage, or control these Suppliers or the actual travel services they provide. Your contract for the travel service itself is with the Supplier, and you will be subject to their terms and conditions, which may include separate payment terms, cancellation policies, and limitations of liability. We are not responsible for the acts or omissions of these Suppliers or their failure to provide services.

### **B. Scope of Travel Consulting and Booking Services Offered**

Global Gulls offers comprehensive travel planning, expert consultation, itinerary design, research, and the facilitation of booking reservations on your behalf with Suppliers. We may charge fees for our planning, research, or booking services ("Service Fees"). These Service Fees, if applicable, will be communicated to you and are separate from the cost of the travel products purchased from Suppliers. Service Fees are typically non-refundable, reflecting the extensive time, expertise, and research invested in crafting your travel arrangements.

### **C. Independent Contractor Status**

Global Gulls operates as an independent contractor. If Global Gulls is affiliated with a host agency, this affiliation is for the purpose of accessing certain supplier relationships, accreditations, and administrative support. However, your primary contractual relationship for the Services described herein is with Global Gulls.

## **III. Core Liability Limitation and Protection Clauses**

### **A. General Disclaimer of Liability**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GLOBAL GULLS DISCLAIMS ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR WEBSITE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; AND (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR

TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.<sup>8</sup>

## **B. Limitation of Liability for Acts and Omissions of Third-Party Suppliers**

As Global Gulls acts only as an agent for Suppliers, we are not liable for any acts, errors, omissions, representations, warranties, breaches, negligence, or misconduct of any such Suppliers. This includes, but is not limited to, liability for any personal injury, death, property damage, or other damages or expenses resulting therefrom or otherwise arising from your booking or use of travel products and services provided by Suppliers. Global Gulls has no special knowledge regarding the financial condition of Suppliers and no liability for recommending a Supplier that may subsequently default, declare bankruptcy, or otherwise fail to perform its obligations.

## **C. Force Majeure**

Global Gulls and its Suppliers shall not be liable for any failure or delay in performance of their respective obligations if such failure or delay is due to unforeseen and unavoidable circumstances beyond their reasonable control ("Force Majeure Event"). Force Majeure Events may include, but are not limited to: acts of God (e.g., hurricanes, floods, earthquakes, volcanic eruptions, tsunamis, severe weather); war, hostilities, invasion, acts of foreign enemies; rebellion, revolution, insurrection, civil war, riot, civil unrest; strikes, labor disputes; acts of terrorism, sabotage; governmental actions, orders, or restrictions (e.g., travel bans, border closures, new visa requirements); pandemics, epidemics, public health emergencies, quarantine restrictions; Supplier bankruptcy, insolvency, or cessation of services (if deemed beyond reasonable control to foresee or prevent); significant disruptions to transportation networks; or any other unforeseeable event that is unpreventable or unmanageable by Global Gulls or its Suppliers. In the event of a Force Majeure Event, performance of contractual obligations may be suspended or terminated, and any refunds, credits, or alternative arrangements will be subject to the policies of the individual Suppliers and are not guaranteed by Global Gulls.

## **D. Traveler's Assumption of Risks (including health, safety, travel advisories)**

You acknowledge that all travel involves inherent risks, and you voluntarily assume all such risks, whether foreseen or unforeseen, associated with your travel arrangements. These risks may include, without limitation, accidents, illness (including exposure to infectious diseases such as COVID-19 or other pandemics), injury, death, loss of or damage to property, delays,

and exposure to different laws, customs, and standards at your destinations. Global Gulls has no special knowledge of specific dangers during travel or at destinations, including unsafe conditions, health hazards, political instability, or weather hazards. **We strongly recommend that you conduct your own thorough research regarding your destinations by reviewing travel advisories, warnings, entry/exit requirements, and health recommendations issued by official sources such as the U.S. Department of State ([travel.state.gov](https://travel.state.gov)) and the Centers for Disease Control and Prevention ([cdc.gov/travel](https://cdc.gov/travel)).** By proceeding with your travel, you affirm that you are doing so with full knowledge of these risks and any applicable travel advisories or restrictions.

### **E. Disclaimer for Information Accuracy and Changes (e.g., supplier schedules, pricing)**

While Global Gulls endeavors to provide accurate and up-to-date information, we do not warrant or guarantee that all information provided by Suppliers and displayed on our Website or in communications (such as descriptions, pricing, schedules, availability) is entirely error-free, complete, or current.<sup>5</sup> Global Gulls is not liable for errors, inaccuracies, or omissions in information provided by Suppliers. We reserve the right to correct any errors in pricing or other information. Travel arrangements are subject to change by Suppliers, sometimes with little or no notice, even after confirmation. Global Gulls is not liable for these changes or any resulting costs, damages, or inconvenience.

## **IV. Traveler Responsibilities and Obligations**

### **A. Accuracy of Information Provided by Traveler**

You are responsible for providing accurate, complete, and current information at the time of inquiry and for verifying all such details before any payment or deposit is made. This includes, but is not limited to, the full legal names of all travelers (exactly as they appear on government-issued identification), correct dates of birth, up-to-date contact details (phone number, email address, physical address), passport details, and any other information reasonably required by Global Gulls or its Suppliers to complete bookings. It is your sole responsibility to ensure the accuracy of all information provided to Global Gulls prior to authorizing any payment or deposit. Global Gulls is not liable for any errors, additional costs, delays, or travel disruptions resulting from incorrect or incomplete information supplied by you, particularly if such inaccuracies are present in the information you confirmed prior to payment.

### **B. Responsibility for Travel Documents (Passports, Visas, Health Requirements)**

It is solely and entirely your responsibility to ascertain, obtain, and ensure the validity of all

necessary travel documents for all persons in your party. This includes valid passports (often required to be valid for at least six months beyond the intended return date), visas, immunization/vaccination certificates, re-entry permits, and any other entry or transit documentation required by governmental authorities. Global Gulls is not responsible if you or any member of your party is denied entry to a country or boarding by a carrier due to lack of proper documentation. You are advised to consult with relevant consulates, embassies, and official government websites well in advance of travel.

## **C. Compliance with Supplier Terms and Conditions**

In addition to these Terms, you are subject to the individual terms and conditions of each Supplier whose services form part of your itinerary. It is your responsibility to familiarize yourself with and adhere to these Supplier terms.

## **D. Importance of Reviewing Itineraries and Travel Documents**

Crucially, before making any deposit or payment, you must meticulously review all details of your proposed itinerary, booking confirmations, invoices, and any other travel-related documents provided by Global Gulls. **This includes, but is not limited to, verifying traveler names, dates of birth, flight details, accommodation specifics, tour arrangements, and pricing. By submitting a deposit or payment, you affirm that you have reviewed and confirmed the accuracy of all such information and documents.** You must notify Global Gulls immediately of any discrepancies, errors, or omissions identified during this pre-payment review. Global Gulls bears no liability for any errors, costs, delays, or travel disruptions if such issues arise from details that were incorrect on documents you reviewed and subsequently approved through the act of making a payment or deposit. After payment, while we may assist in communicating requested changes to Suppliers, we are not responsible for any inability to make changes or for any costs imposed by Suppliers for such changes.

## **E. Flight Reconfirmation and Check-in**

You are responsible for reconfirming flight schedules directly with the airlines within 24-72 hours prior to departure. You must also adhere to airline-mandated check-in times and baggage restrictions. Global Gulls is not responsible for missed flights or denied boarding due to your failure to reconfirm or arrive on time.

## **F. Traveler Conduct and Adherence to Local Laws**

You are expected to conduct yourself in a manner that is respectful of other travelers, service provider staff, and local customs, and that does not compromise the safety or enjoyment of yourself or others. You are responsible for complying with all applicable local laws and regulations in your travel destinations. Global Gulls and its Suppliers reserve the right to refuse service or terminate travel arrangements without refund if your conduct is deemed

disruptive, dangerous, or offensive.

## G. Health and Special Needs

You must inform Global Gulls at the time of booking of any pre-existing medical conditions, disabilities, dietary restrictions, allergies, mobility limitations, or other special needs that might affect your travel or require special accommodation. While Global Gulls will convey these requests to Suppliers, we cannot guarantee they will be met. Any additional costs incurred are your responsibility. Suppliers may require a medical certificate of fitness to travel or that you be accompanied by a capable companion.

## H. Travel Insurance

**GLOBAL GULLS STRONGLY RECOMMENDS THAT ALL TRAVELERS PURCHASE COMPREHENSIVE TRAVEL INSURANCE.** Travel insurance can provide protection against unforeseen circumstances such as trip cancellation or interruption, medical emergencies, baggage issues, and travel delays. Global Gulls is not an insurance provider but can offer information on options from third-party insurers and connect you with insurance Suppliers. The decision to purchase insurance and the coverage selected is your responsibility. **If you decline travel insurance, you acknowledge that you were advised of its importance and assume all associated financial risks for insurable events.**

# V. Booking, Payment, Cancellation, and Refund Policies

## A. Booking Process and Confirmation

Bookings are considered tentative until any required deposit or full payment has been successfully processed by the Supplier and Global Gulls (or the relevant Supplier) has issued a formal booking confirmation. Until confirmation, quoted prices and availability are subject to change.

## B. Payment Terms

- **Payment Process:** Global Gulls facilitates payments to Suppliers for the travel services they provide. We do not directly accept or process payments for Supplier services (other than our own Service Fees, if applicable). Instead, we will collect your payment information and securely transmit it to the relevant Suppliers for them to process the charges. All payments for Supplier services are made directly to the Suppliers.
- **Deposits:** Deposit requirements and due dates, payable to Suppliers, will be specified at the time of booking. Deposits are often non-refundable as per Supplier terms.
- **Final Payment:** The deadline for final payment to Suppliers will be specified on your

invoice or booking confirmation according to Supplier terms. We are not able to control, influence, or change these dates as they are solely set and enforced by Suppliers.

- **Accepted Payment Methods:** Global Gulls will collect your payment information for methods accepted by the Suppliers (e.g., major credit cards). You will be informed of the specific payment methods accepted by each Supplier for their services. Our Service Fees, if any, may be payable directly to Global Gulls through specified methods.
- **Credit Card Authorization:** By providing your credit card details, you authorize Global Gulls to transmit these details to the relevant Suppliers and explicitly authorize those Suppliers to charge your card for the agreed-upon amounts for their services, including deposits, final payments, and any applicable fees or surcharges. You also acknowledge your agreement to these Terms, the terms of the respective Suppliers, including their cancellation policies. For any Service Fees payable directly to Global Gulls, you authorize Global Gulls to charge your card for such amounts.
- **Foreign Transaction Fees:** You are responsible for any foreign transaction fees or currency conversion charges levied by your bank or credit card issuer, as payments may be processed by international Suppliers.
- **Chargebacks:** You agree to first attempt to resolve any disputed charges or service issues directly with Global Gulls and/or the relevant Supplier before initiating a chargeback against the Supplier (for Supplier services) or Global Gulls (for our Service Fees). As payments for travel services are made directly to Suppliers, chargebacks for such services should be directed to the Supplier who processed the payment. You acknowledge that improper chargebacks against Suppliers may result in the Supplier seeking recovery of disputed funds and associated fees, and may also impact your ability to book future travel. Global Gulls reserves the right to recover any costs or fees incurred by us as a result of improper chargebacks related to our Service Fees or due to your actions with Suppliers.

## C. Pricing

- **Inclusions and Exclusions:** Quoted prices will specify inclusions. Exclusions typically include airline baggage fees, seat selection fees, resort fees, local taxes, gratuities, unspecified meals, visa costs, travel insurance, and personal expenses unless explicitly stated as included.
- **Price Volatility:** Unless guaranteed in writing upon payment to the Supplier, quoted prices are subject to change without notice until booking is fully confirmed and paid to the Supplier.
- **Potential Price Increases Post-Booking:** Prices may increase after booking due to Supplier-imposed surcharges (e.g., fuel), tax increases, or currency fluctuations. You consent to such potential increases and authorize the relevant Suppliers to charge your credit card for these additional amounts if they arise, for which Global Gulls will facilitate the communication of your payment information.

## D. Cancellation Policy

- **1. Cancellation by the Traveler:**
  - **Notification:** All cancellation requests must be submitted in writing to Global Gulls, who will then convey this request to the relevant Supplier(s).
  - **Supplier Cancellation Policies Prevail:** You acknowledge that all travel bookings are made with third-party Suppliers, and therefore, **all cancellations are governed exclusively by the terms and conditions, including cancellation fee schedules and penalties, of the respective Suppliers** (e.g., airlines, hotels, cruise lines, tour operators). Global Gulls does not impose any separate cancellation fees beyond our non-refundable Service Fees (if applicable).
  - **No Global Gulls Cancellation Policy:** Global Gulls does not offer or provide its own cancellation policy or schedule of cancellation fees for Supplier services. Your right to any refund or credit, and the amount of any cancellation fees, will be determined solely by the Supplier(s) for the services you wish to cancel.
  - **Responsibility for Supplier Penalties:** You are solely responsible for any and all cancellation penalties, fees, or loss of non-refundable amounts as determined and imposed by the Suppliers. Global Gulls will assist in communicating your cancellation request to the Supplier(s) but has no authority to alter, waive, or influence Supplier cancellation policies or fees.
  - **Non-Refundable Components:** Any components of your travel booking that are designated as non-refundable by the Supplier (including but not limited to deposits, specific airfares, event tickets, or service fees paid to Suppliers) will be forfeited according to the Supplier's terms and conditions. Our Service Fees, if any, are non-refundable regardless of Supplier cancellation policies.
  - **Definition of "Non-Refundable" (as per Supplier):** The term "non-refundable" as it pertains to Supplier services means that the amount cannot be refunded by the Supplier under any circumstances, including but not limited to Force Majeure events, unless specifically permitted by the relevant Supplier's own policy or covered by your travel insurance.
- **2. Cancellation by Suppliers:**
  - Suppliers reserve the right to cancel, modify, or alter travel arrangements due to operational requirements, insufficient participation (for group tours), Force Majeure events, or other reasons as outlined in their terms and conditions.
  - In the event of a cancellation or significant modification by a Supplier, **any and all remedies, including but not limited to alternative travel arrangements, travel credits, or refunds, will be at the sole discretion of the Supplier and subject entirely to their policies.** Global Gulls' liability is strictly limited to informing you of the Supplier's decision and options, and facilitating communication between you and the Supplier regarding such remedies. Global Gulls does not guarantee any specific outcome or provide any additional compensation or refunds beyond what is offered by the Supplier.



## E. Refund Policy

All refunds related to travel services are governed exclusively by the terms and conditions and refund policies of the third-party Suppliers (e.g., airlines, hotels, tour operators, cruise lines).

Global Gulls does not issue refunds for Supplier services.

- **Supplier Discretion:** Your eligibility for a refund, the amount of any refund, the form of any refund (e.g., monetary, travel credit), and the timeline for processing are determined solely by the respective Supplier(s).
- **Global Gulls' Role:** Global Gulls will, upon request, assist in communicating your request for a refund to the relevant Supplier(s) and will facilitate the transfer of any refund amounts actually received from a Supplier to you. However, Global Gulls is not responsible for securing refunds from Suppliers, nor for any delays or failures by Suppliers to issue refunds.
- **Service Fees:** Any Service Fees paid directly to Global Gulls for our travel planning and consultation services are non-refundable, irrespective of whether the trip proceeds or is cancelled by you or the Supplier, and regardless of any refund you may or may not receive from Suppliers.
- **Unused Portions:** Consistent with general Supplier policies, no refunds are typically provided by Suppliers for any unused portions of a trip once travel has commenced (e.g., unused hotel nights, missed tours, early departure). Any such refund possibility is entirely at the discretion of the Supplier.
- **Review Supplier Policies:** You are strongly encouraged to review the specific cancellation and refund policies of each Supplier involved in your travel arrangements prior to booking.

## F. Late Payments and Consequences of Non-Payment

Late payments to Suppliers may incur late fees as per Supplier terms. Failure to make payments by deadlines may result in automatic cancellation of bookings by Suppliers, often without refund of monies already paid. Global Gulls is not responsible for missed deadlines if you are unresponsive or fail to provide necessary payment authorization for Suppliers in a timely manner.

## G. Changes to Bookings

Traveler-requested changes are subject to availability, Supplier approval, and may incur change fees from Suppliers and Global Gulls (for our administrative services), plus any price differences.

## VI. Intellectual Property

## **A. Ownership of Website Content, 'Global Gulls' Branding, and Materials**

All content on the Global Gulls Website, including text, graphics, logos, images, audio/video clips, data compilations, software, and the "Global Gulls" brand name, trademarks, and service marks, are the property of Global Gulls or its content suppliers and are protected by intellectual property laws. Global Gulls retains full copyright ownership of any custom-created itineraries, travel plans, or advisory materials it produces. You are granted a limited, non-exclusive, non-transferable license to use such agency-created materials solely for your personal, non-commercial travel planning related to the specific trip booked through Global Gulls. Unauthorized copying, modification, distribution, or commercial use is prohibited.

## **B. Use of Client-Provided Content (If Applicable)**

If you submit content to us or our Website (e.g., reviews, photos), you grant Global Gulls a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide right to use, reproduce, modify, adapt, publish, translate, distribute, and display such content in any media, subject to our Privacy Policy.

# **VII. Dispute Resolution**

## **A. Governing Law and Jurisdiction**

These Terms and any disputes arising out of or related to the Services or this Agreement shall be governed by and construed in accordance with the laws of the State of, without regard to its conflict of law principles. You agree that any legal action or proceeding shall be brought exclusively in the state or federal courts located in.

## **B. Mechanisms for Dispute Resolution**

1. **Amicable Negotiation:** Parties agree to first attempt to resolve any disputes through good-faith negotiation.
2. **Mediation:** If negotiation fails, parties may agree to non-binding mediation with a mutually agreed-upon mediator before resorting to arbitration or litigation.

## **C. Limitation on Time to File Claims**

Any claim or cause of action arising out of or related to your use of the Website, our Services, or these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred. This period may be shorter if mandated by applicable law.

## **VIII. Privacy Considerations**

### **A. Reference to Separate Privacy Policy**

Global Gulls collects, uses, stores, and shares personal information in accordance with its Privacy Policy. A link to our Privacy Policy can be found [Provide Link to Privacy Policy on your Website]. By agreeing to these Terms, you acknowledge you have read and consent to the practices described in our Privacy Policy.

### **B. Brief Statement on Data Sharing for Bookings**

To facilitate your travel bookings, it is necessary for Global Gulls to share your personal information (e.g., name, contact details, passport information, payment details) with third-party Suppliers. Our Privacy Policy provides further details on this data sharing.

## **IX. Relationship with Host Agency (If Applicable)**

### **A. General Statement of Independence**

Global Gulls operates as an independent contractor. Global Gulls is an independent affiliate of Outside Agents, this affiliation allows us to access certain supplier relationships, accreditations, and administrative support to enhance the services we provide to you. We are an Independent Agent of FST No. ST15578 and CST No. 2090937-50.

### **B. Focus on Client-Agency Relationship**

Notwithstanding any such affiliation, your primary contractual relationship for the travel planning and advisory services described in these Terms is directly with Global Gulls.

## **X. Conclusion: Implementing and Maintaining Your Terms of Service**

### **A. Entire Agreement**

These Terms, along with our Privacy Policy and any other documents expressly incorporated by reference (such as booking confirmations and invoices), constitute the entire agreement between you and Global Gulls regarding your use of our Website and Services. They supersede all prior or contemporaneous communications, proposals, understandings, and agreements, whether oral or written.

## **B. Severability**

If any provision of these Terms is found by a court of competent jurisdiction or an arbitrator to be unenforceable, illegal, or invalid, that provision will be limited, modified, or severed to the minimum extent necessary to render it enforceable, legal, and valid, while the remaining provisions shall continue in full force and effect.

## **C. No Waiver**

Any failure or delay by Global Gulls to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. A waiver of any term must be in writing and signed by an authorized representative of Global Gulls.

## **D. Headings**

The headings and subheadings in these Terms are for convenience and reference only and do not define, limit, or describe the scope or extent of any provision.

## **E. Contact Information**

For any questions or clarifications regarding these Terms of Service, please contact Global Gulls at:

- Email: [contact@globalgulls.com](mailto:contact@globalgulls.com)
- Phone: (210) 343-5259