

Petri Hirvonen (Day Two Travel) – Terms & Conditions

This document outlines the terms and conditions of our partnership, professional fees and our respective responsibilities. Please read it carefully as it governs your bookings and travel arrangements. By signing below, you acknowledge that you have reviewed and accepted these terms and conditions in full.

These terms and conditions ("Agreement") govern the relationship between Petri Hirvonen, an independent travel advisor ("Travel Advisor" or "we") operating under the registered Finnish trade name Day Two (Business ID: 3607672-8) and doing business as Day Two Travel, on one side and you, the purchaser of travel services or lead traveler ("Client" or "you"), on the other.

1. Use of Travel Advisor's Services. By engaging with our services, you represent and warrant the following:

- **Legal Capacity:** You are at least 18 years of age and possess the legal authority to enter into this Agreement and perform travel bookings through the Travel Advisor.
- **Accuracy of Information:** All information provided by you (for yourself or on behalf of other travelers) is true, accurate, and complete. You agree to promptly update the Travel Advisor should any information change (e.g., contact details or passport information).
- **Adherence to Terms:** You agree to abide by the terms and conditions of this Agreement, as well as the specific terms, conditions, and cancellation policies of any third-party travel suppliers (e.g., hotels, airlines, activity providers) applicable to your booking.

2. Relationship with Fora Travel, Inc. Petri Hirvonen (Day Two Travel) operates as an independent travel business and is an independent travel advisor of Fora Travel, Inc. ("Fora"). The Client understands and agrees that:

- **Independent Status:** The Travel Advisor is an independent contractor and is not an agent, representative, or employee of Fora.
- **Role of Fora:** Fora is a technology provider and host agency, not a travel service provider. All travel services are provided by third-party suppliers (e.g., hotels, tour operators).
- **Limitation of Liability regarding Fora:** The Client will have no claim against Fora for any losses, damages, or disputes resulting or arising from the consultancy or services provided by the Travel Advisor.
- **Separate Agreement:** Fora is not a party to this Agreement between the Client and the Travel Advisor for any purpose. The Client expressly waives any claims or causes of action against Fora related to the Travel Advisor's independent business operations.

3. Services and Professional Fees:

- **Scope of Services:** The Travel Advisor provides bespoke travel planning and consultancy services. This includes researching, curating, and facilitating the booking of travel arrangements—such as accommodations, transportation, activities, and tours—tailored to the Client's preferences and budget. Any additional services will be agreed upon by the parties in writing.
- **Professional Planning Fees:** While the Travel Advisor's booking services are often compensated via supplier commissions at no additional cost to the Client, a separate professional fee (e.g., a "Planning Fee" or "Service Fee") may be applied. These fees typically apply to non-commissionable bookings (such as flights) or complex, research-intensive itineraries.
- **Pricing:** When applicable, professional fees start from \$50 per hour or \$50 per planned travel day. The specific fee for your request will be disclosed and mutually agreed upon in writing before any billable work commences.
- **Non-Refundable Nature:** As these fees compensate the Travel Advisor for professional time and research already performed, they are 100% non-refundable, regardless of whether the travel is ultimately booked, performed, or cancelled.
- **Payment Terms:** Fees are due in full before the Travel Advisor begins work on the itinerary.
- **Invoicing:** All professional fees are invoiced through Fora Travel, Inc. and are payable via their secure payment portal. Payments are typically made in USD.
- **Taxes:** Prices for planning services may be quoted inclusive of any applicable Value Added Tax (VAT) where required by law based on the Client's location and the Travel Advisor's residency.

4. Role of Travel Advisor and Supplier Responsibility:

- **Liaison Role:** The Travel Advisor's role is to facilitate travel reservations for the Client and act as a liaison between the Client and travel suppliers (such as hotels, cruise lines, and tour operators). While we strive for a seamless experience, the Travel Advisor acts solely as an intermediary.
- **Supplier Liability:** The Client acknowledges that the third-party suppliers identified in travel documentation are solely responsible for providing the travel services purchased. Travel documents may be issued through third-party booking channels selected by the Travel Advisor.
- **Client Due Diligence:** The Client is responsible for reviewing and consenting to the chosen suppliers. The Travel Advisor is not responsible for the ultimate quality of services or if the Client is dissatisfied with the final choices made during the planning process.
- **No Guarantees:** The Travel Advisor makes no guarantee regarding a supplier's rates, availability, service quality, or the fulfillment of special requests. Each supplier is an independent entity and is not under the Travel Advisor's control.

- **Changes and Force Majeure:** The Travel Advisor is not responsible for any changes, delays, modifications, or cancellations made by a supplier or due to Force Majeure (e.g., natural disasters, strikes, or political unrest). The Travel Advisor does not cover any costs associated with such events.

5. Travel Bookings, Payments, and Insurance:

- **Rates and Currency:** All quoted prices are subject to change due to market demand and availability. Prices are guaranteed only once the booking is confirmed and the required payment is received. While travel arrangements may be discussed in EUR or GBP, the final booking price is typically based on the supplier's primary currency (usually USD). The Client acknowledges that exchange rate fluctuations between the time of a quote and the final payment may affect the total cost in their local currency. The Travel Advisor is not responsible for variations in the final amount due to currency conversion rates applied by banks or credit card issuers.
- **Confirmed Bookings:** All bookings are subject to availability and confirmation by the Travel Advisor and the respective travel supplier. A booking is not considered final until you receive a formal confirmation of the reservation.
- **Payment Methods:** Payments are made directly to the supplier or via Fora Travel's secure portal.
- **Credit Card Authorization:** You may choose to keep a credit card on file with the Travel Advisor, which we may charge for any travel services and associated amounts expressly authorized by you. You certify that you are an authorized user of any credit card provided.
- **Disputes and Chargebacks:** You agree not to file any dispute or chargeback with your bank or credit card company to avoid or violate the booking terms and conditions of the Travel Advisor or our suppliers. This includes cancellations or changes for reasons beyond our control. Chargebacks are only permitted if the services purchased were never provided or were grossly misrepresented. Before initiating any bank dispute, you agree to notify the Travel Advisor immediately and provide a reasonable opportunity to find a resolution with the supplier.
- **Nonrefundable Bookings; Modifications and Cancellation Fees:** The Client understands and agrees to all terms and conditions of suppliers from which it has purchased travel services. The Client is subject to the deposit, cancellation, modification, and refund policies of each individual supplier. (e.g., hotels, airlines).
- **Notice Period for Changes:** The Client agrees to provide the Travel Advisor with a minimum of **48 hours' written notice** (email preferred) to effect any cancellation or modification requests. The Travel Advisor will not be liable for any penalties imposed on the Client due to untimely requests. To the extent the Travel Advisor incurs any fees or expenses (pass-through costs) because of a modification or cancellation of a booking, such costs and expenses will be passed on to the Client. The Travel Advisor is not responsible for any costs or issues arising from travel arrangements made by the Client independently.
- **Personal Information:** The Client authorizes the Travel Advisor to use personal information (such as name, passport details, and contact info) necessary to complete bookings for accommodations, flights, and other requested services.
- **Travel Insurance Recommendation:** Travel insurance is **not included** in the booking price. The Travel Advisor **strongly recommends** that the Client purchases comprehensive travel insurance to cover potential risks such as medical emergencies, trip cancellations, or delays. Without insurance, the Client acknowledges that cancellation penalties from suppliers may result in the loss of the full booking cost.
- **Duty to Report and Opportunity to Assist:** If the Client encounters any issues, service failures, or discrepancies during their travel, the Client must notify both the service supplier (e.g., hotel management) and the Travel Advisor immediately (within **24 hours**). The Client acknowledges that the Travel Advisor operates as a remote intermediary and does not have staff, physical presence, or direct operational control at the destination. The Client agrees to provide the Travel Advisor a reasonable opportunity to assist in finding a resolution while the Client is still at the destination. The Travel Advisor will act as a liaison to advocate for the Client and facilitate communication with the supplier's management with **reasonable best efforts**. The Advisor is not responsible for the supplier's ultimate decision regarding refunds, credits, or service recovery, nor for costs incurred if the Client makes alternative arrangements without prior consultation with the Advisor.

6. Government Identification, Travel Advisories and Entry Requirements:

- **Passports and Visas:** A valid passport is required for all international travel. The Client is responsible for ensuring that their passport is valid for at least six (6) months beyond the conclusion of the trip, as required by many destinations. The Client is also responsible for obtaining all necessary visas, entry permits, and health documentations (e.g., vaccinations).
- **Accuracy of Information:** When receiving travel documents, it is the Client's responsibility to ensure all information is correct. All names on documents must match the Client's legal photo ID/passport exactly.
- **Denial of Entry:** The Travel Advisor is not responsible for any guest being denied entry into a country. Travelers with criminal records or insufficient documentation may be denied entry. **Being denied entry for any reason may result in a complete financial loss of the trip and does not entitle the Client to a refund.**
- **Traveling with Minors:** Children and infants may also require 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. Parental or legal guardian consent must be provided to the supervising adult or group leader in writing. It is the Client's responsibility to verify and obtain these specific documents based on the destination's requirements.
- **Travel Advisories and Risks:** Travel to certain destinations may involve risks related to health, safety, or geopolitical tensions. It is the Client's responsibility to review travel advisories issued by **their respective national government** (e.g., the Ministry for Foreign Affairs) and the authorities of the destination countries.
- **Cancellations due to Advisories:** Changes in official travel advisories or personal concerns regarding a destination (e.g., anxiety or discomfort) shall not supersede the cancellation and refund policies of travel suppliers. Unless covered by travel insurance, such changes do not entitle the Client to a refund, credit, or other compensation.
- **Acceptance of Risk:** The Travel Advisor does not represent that travel to any location is without risk. The Client's participation in any travel constitutes acceptance of such risks.

7. Liability, Damages, and Force Majeure:

- **Intermediary Role:** The Travel Advisor acts solely as an authorized facilitator for disclosed travel suppliers and partners and has no control over their daily operations.
- **Limitation of Liability:** The Travel Advisor is not liable for any personal injury, property damage, or other issues arising from the services provided by travel suppliers. This includes, but is not limited to, acts, errors, omissions, negligence, service failures, price changes, or the bankruptcy of any supplier.
- **Damages:** The Travel Advisor disclaims all liability for direct, indirect, incidental, or consequential damages related to the goods or services provided by suppliers.
- **Recovery Cap:** The Client understands that the Travel Advisor receives only commissions and fees for these transactions. Accordingly, any financial recovery from the Travel Advisor is strictly limited to the amount of commission and fees actually received by the Travel Advisor for the specific booking in question.
- **Force Majeure:** The Travel Advisor is not liable for any failure or delay in fulfilling obligations due to causes beyond its reasonable control, including natural disasters, civil unrest, war, terrorism, pandemics, or government actions.
- **Travel Insurance:** As the Travel Advisor does not cover costs arising from these unforeseen events, **the purchase of comprehensive travel insurance is highly recommended.**

8. General Provisions:

- **Modifications:** The Travel Advisor reserves the right to amend this Agreement. Updated versions are effective immediately upon being provided to the Client and will apply to all future bookings.
- **Governing Law and Venue:** This Agreement is governed by the laws of Finland. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the District Court of Helsinki (Helsingin käräjäoikeus).
- **Timeliness of Claims:** Any claim against the Travel Advisor must be brought within twelve (12) months after the completion of the trip. The Travel Advisor's liability is limited to compensatory damages only; the Client waives any right to punitive or exemplary damages.
- **Individual Capacity:** The Client agrees to bring any claims only in an individual capacity and not as a plaintiff or class member in any class or representative action.
- **Severability:** If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in full force and effect.
- **Entire Agreement:** This document constitutes the entire agreement between the Travel Advisor and the Client, superseding any prior discussions or agreements.
- **Acceptance:** By proceeding with a booking or paying an invoice, the Client acknowledges and consents to these terms and conditions.

9. Data Protection and Privacy (GDPR):

- **Compliance:** We comply with the EU GDPR regarding the protection of customer data, ensuring a high standard of privacy regardless of the destination.
- **Purpose and Necessity:** Personal data (such as names, contact details, and passport information) is collected and processed **solely for the purpose of facilitating travel bookings**. We only share data when it is necessary to perform the requested services (e.g., with airlines or hotels).
- **Secure International Transfers:** As the Travel Advisor operates in partnership with **Fora Travel, Inc. (USA)** and global suppliers, the Client consents to the secure transmission of data outside the EU/EEA/UK to ensure travel arrangements can be fulfilled.
- **Data Retention:** Data is kept only as long as needed to provide the services and to meet legal and record-keeping requirements. Under the GDPR, the Client has the right to access, rectify, or request the deletion of their personal data.

Accepted and Agreed to by

By typing your name below, you agree to the terms and conditions above.

Print your full legal name

Today's date
