



## TGM COMPASS LLC

Your Italy Experts for Travel, Events & Weddings

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# Terms and Conditions

**Last Updated: March 2, 2026**

TGM Compass LLC is a travel agency specializing in leisure travel. The terms “we”, “us”, “our”, and “TGM Compass” refer to TGM Compass LLC, a Florida limited liability company. The term “you”, “guest”, “traveler” or “participant” refers to the person making a booking with us and all members of their group.

**CONTRACT.** We draw your attention to the terms and conditions of travel herein, which include all brochures, documents, correspondence, and the terms and conditions of our Suppliers (as herein defined) and form the basis of our legally binding contract with you (“Terms and Conditions”). Before making a booking with us or paying any of our planning fees, you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By making any payment to TGM Compass or participating in any of our travel experiences, you are accepting all of the Terms and Conditions set forth herein (including the Cancellation and Chargeback sections) and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. *If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services.* If you are making a booking as a lead guest of a group or family, you are responsible for sharing these Terms and Conditions with all travelers joining you and are financially responsible for the booking. TGM Compass will not be liable for your failure to share these Terms and Conditions with all travelers in your group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you, or members of your group or family, is true and correct. Further, you agree that any violation of these 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, and (c) your being denied access to the applicable Travel Products.

**1. CHANGES TO THESE TERMS AND CONDITIONS.** TGM Compass reserves the right, in our sole discretion, to change these Terms and Conditions at any time and without notice. Updated versions of the Terms and Conditions will be posted here [www.tgmcompass.com](http://www.tgmcompass.com) on this website and are effective immediately on posting or delivering to you, and as such the current terms will apply to your booking.

**2. SCOPE & ROLE OF AGENCY.** TGM Compass does not provide, own, manage, operate, supervise or control the travel services and products that are or may be provided as part of your trip, such as flights, accommodations, cruise, rental cars, packages, or travel insurance (the “Travel Products”). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines, and tour operators (the “Suppliers”). The Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities, including without limitation, resort credits, on-board credits, free specialty dining, spa credits, in-room amenities, etc. The Supplier’s terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; TGM Compass does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that TGM Compass acts only as a booking agent for the Supplier in acquiring transportation, accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers’ benefit. TGM Compass customarily receives compensation, usually in the form of a commission, for bookings made on its behalf. TGM Compass may also receive compensation in the form of travel planning fees, booking fees or other professional service fees which are payable by you.

TRAVELER FURTHER AGREES THAT TGM COMPASS SHALL NOT BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LIABILITY WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, DIRECT, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE TRAVEL PRODUCTS OR SERVICES BOOKED WITH ANY SUPPLIER THROUGH TGM COMPASS. TGM COMPASS SHALL NOT BE LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, BANKRUPTCY, INSOLVENCY, OR NON-PERFORMANCE WHICH MAY OCCUR DUE TO THE FAULT, WILLFUL ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE OF ANY SUPPLIER AND/OR TGM COMPASS OR PERSON(S) ENGAGED IN OR RESPONSIBLE FOR ANY TRAVEL PRODUCTS, OR OTHERWISE IN CONNECTION THEREWITH.

*Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors or your unawareness of Suppliers' terms. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.*

**3. BOOKING/PAYMENT; SERVICE FEES.** If you are interested in our services, please contact us via the contact form on our website, email, our social media channels, or WhatsApp for a complimentary fifteen (15) minute consultation. After the initial consultation, if you decide that TGM Compass is the right fit, you will pay the non-refundable planning fee, as described below, and agree to these Terms and Conditions. TGM COMPASS WILL NOT BEGIN WORK ON YOUR ITINERARY UNTIL YOU AGREE TO THESE TERMS AND CONDITIONS AND PAY THE NON-REFUNDABLE PLANNING FEE AS APPLICABLE.

Our non-refundable planning fees are determined based on the complexity of your trip, in our sole discretion, for itinerary creation, research, design, supplier coordination, and travel planning support. Our itineraries take many hours of planning and work to create the unique experience we aim to give our travelers and as such planning fees for your trip are NON-REFUNDABLE even if you cancel your trip or decide not to book. However, if you decide to move forward with your booking, the planning fee will be applied as a travel credit to your final invoice. Our current planning fees are outlined below, but are subject to change, in our sole discretion.

#### *Planning Fees*

- Design Fee: Includes up to two (2) rounds of itinerary revisions:
  - Simple itinerary (1–2 destinations): \$500 per household
  - More complex itinerary (3+ destinations): \$750 per household
  - Highly Complex, Customized / Luxury / Multi-family: \$1000+ per household
- Event Fee
  - Sports, Cultural & Performing Arts Ticketing Fee: 15% to 20% of the ticket price
  - Special milestone events fees
    - Light event coordination (Restaurant coordination, flowers, cake, setup): \$750 design fee
    - Full event experience (private venue, decor, entertainment, photographer): \$1,500 to 3,500 design fee

If you decide to move forward with your itinerary, booking will be confirmed upon receipt of the requested traveler information and payment of your applicable non-refundable deposit. Some Suppliers will require a larger deposit, or payment in full, to hold your booking and you will be notified of the amount required. Deposits and any fees are NON-REFUNDABLE, unless stated otherwise in the terms & conditions of the Supplier. After booking is processed you will receive your final itinerary, an invoice with payment information, Supplier terms and conditions and other important travel information. The invoice is subject to change until you receive confirmation that your travel is booked. Some trips are purchased as complete packages, and as such you may not be provided with an itemized breakdown of costs in connection therewith due to the contractual agreements with our Suppliers. You must execute a legally binding payment authorization in connection with your travel purchases. Your acknowledgement and agreement to these Terms and Conditions is required in connection with the foregoing.

Once your booking is processed, we will provide you with instructions regarding payments and all due dates. While TGM Compass may send out a payment schedule reminder, it is the traveler's sole responsibility to make all payments in full and on time. Failure to make any payment by the stipulated deadline, including full and final payment, may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Further, you are only entitled to request or make changes to your itinerary as stipulated in the Changes and Cancellation section below. Traveler understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional monies in order to accomplish said changes.

If we book airfare on your behalf, we may charge a ticketing fee. If you choose to independently purchase your airfare, you must not make any air reservations until you receive confirmation of your booking. Travelers who independently purchase airfare prior to receiving TGM Compass's written booking confirmation do so at their own risk and are solely liable for any resulting change fees, penalties, or losses related to said booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and TGM Compass will not be liable for any change or cancellation fees or other additional costs you incur with the air carrier.

#### *GROUP TRAVEL*

Our group travel options are carefully curated experiences for groups of participants, and as such you are not able to request or make any changes to your finalized itinerary. Since some trips, including tours and all-inclusive vacations, are purchased as complete packages, you will not be provided with an itemized breakdown of costs in connection therewith due to the contractual agreements with our Suppliers. Rest assured, our aim is to provide you with a seamless and enjoyable vacation, and we are available to address any queries or concerns you may have about the package or its inclusions. In addition, group travel is often based on a minimum number of participants and as such if the trip drops below the minimum number of participants, cancellation of the trip may occur at the sole discretion of the applicable travel Supplier and/or TGM Compass.

#### *SERVICE FEES*

Any and all fees relating to our travel planning services, including without limitation, planning fees, revision or change fees, cancellation fees, and ticketing fees (collectively, "Service Fees"), if any, are NON-REFUNDABLE and must be received in full by TGM Compass.

***Please review all correspondence and documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours with any corrections.***

#### **4. AIRFARE.**

*DISCLAIMER.* Your contract for airfare is with the air carrier, inclusive of domestic, international and charter flights, and subject to its terms, conditions and policies and we will not be liable for any fees or expenses, including without limitation, change fees, cancellation fees or any other additional costs you incur with the air carrier. For charter trips/flights, please be aware the charter operator can legally change, with limited notice, departure times up to forty-eight (48) hours, and flights advertised as non-stop may be changed to make intermediate stops. Suppliers can substitute types of aircraft and even airlines and are generally not responsible for baggage delays/losses and have very stiff cancellation penalties. In addition, frequent flyer miles may or may not be accrued and advance seat assignments are frequently not available. TGM Compass is not responsible or liable for any costs incurred with any changes resulting from any flights.

*RE-CONFIRM YOUR FLIGHT.* We advise you personally to re-confirm your flight schedule within twenty-four (24) hours prior to departure with the airline directly in case of any last-minute changes or delays. Most airlines allow you to check in online twenty-four (24) hours prior to departure. It is recommended that you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights.

*BAGGAGE FEES.* Baggage and personal effects are at all times the sole responsibility of the traveler. Due to continual changes in airline baggage and seat selection policies, it is suggested that you inquire with your airline's website

for up-to-date fees and information. TGM Compass is NOT responsible for additional fees incurred for baggage and seating assignments.

**HAZARDOUS MATERIALS.** Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your 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 radioactive materials. Examples include Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: <http://www.tsa.gov/traveler-information/prohibited-items>.

**INSECTICIDE NOTICE.** Travelers are encouraged to 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 U.S. Department of Transportation's Web site, as this list is updated from time to time: <https://www.transportation.gov/airconsumer/spray>.

**5. TRAVELER INFORMATION.** We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' respective passports. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

**6. PAYMENT METHODS/CHARGEBACKS.** Payments will be processed through a secure online system and can be made via major credit cards including Visa, Mastercard, American Express and Discover, ACH transfers, PayPal, Venmo, and Google Pay, as applicable. Any and all processing fees associated with the payment option selected will be paid for by the Traveler. Travelers must provide us with a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is a legally binding agreement for us and/or the Supplier to process payment and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. Additionally, you agree not to make any improper chargebacks.

In certain cases, you can dispute charges with credit card and other payment facilitation companies ("chargebacks"). Before initiating a chargeback, the traveler must send an email to [info@tgmcompass.com](mailto:info@tgmcompass.com) concerning any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. TGM Compass retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees, related to improper chargebacks and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card (this does not include credit card fraud).
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of TGM Compass or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your trip.
- Chargebacks resulting from an experience where you were not satisfied with the services/products provided by travel Supplier.

**7. PRICE AND RATE CHANGES.** The prices in your proposal reflect known costs at the time upon issued and are accurate on that date. However, we may change prices as Suppliers adjust theirs. Prices including estimated fuel costs and

local taxes may change. When your booking is confirmed, we will provide updated payment information showing the current price and what is included. Once you pay your deposit and any Service fees, and confirm your booking, your price is fixed except for changes in fuel costs, airport charges, scheduled airfares, transportation-related charges from Suppliers, local taxes or dues, currency fluctuations, government actions, airline surcharges, tariffs, port fees, or fees for services. If these costs increase or decrease, we will notify you accordingly. After you make your final payment, your price is locked in. We reserve the right to correct any pricing errors or changes before your travel is confirmed and will inform you of any such changes when you book.

## **8. CHANGES AND CANCELLATION BY TRAVELER.**

*CHANGES BY TRAVELER.* Since changes may be considered cancelled services, additional cancellation penalties may apply. Changes are subject to additional Supplier charges, are based on availability, and may incur additional fees. Any changes (especially with regards to airfare or other ticket contracts, including cruise lines) are subject to the applicable Supplier's terms and conditions.

In addition to any applicable travel Supplier change fees, TGM Compass, in our sole discretion, may charge a change fee, based upon the complexity of the revision requested as detailed below.

Revision/Change Fees

- Minimal revisions beyond the included two (2): \$250 to \$500 per revision
- Full Re-design: Fees determined in TGM Compass sole discretion

*CANCELLATION BY TRAVELER.* Cancellation of travel must be made in writing at [info@tgmcompass.com](mailto:info@tgmcompass.com) and is effective from the date we receive the written notification. Service Fees paid to us prior to cancellation are always NON-REFUNDABLE. All Suppliers have their own cancellation policies, which apply to your booking, and may involve additional charges or fees to you. Upon receipt of your cancellation request we will contact the Suppliers for any applicable refunds subject to the Supplier's terms and conditions. If you are entitled to a refund, please note that the Supplier is solely responsible for this refund, not TGM Compass. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund or issue a voucher or credit in lieu of a refund, or for Supplier bankruptcy or insolvency. We will use commercially reasonable efforts to facilitate the Supplier providing you with a refund, credit or voucher but we cannot guarantee the same. You acknowledge that any refunds or credits authorized by the applicable travel Supplier at any point after the time of purchase, will be issued in the form of currency in which original payment was made. *If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly recommend the purchase of a comprehensive travel protection plan.*

In addition to any applicable travel Supplier cancellation fees/penalties, TGM Compass, in our sole discretion, may charge a cancellation fee.

**NO REFUND FOR UNUSED PORTIONS.** There will not be any refund for any unused portion of a travel booking.

While any participant can choose not to participate, please be aware there will be no refunds for any portion of the trip that participant is not able, or chooses not to engage in. Further, if you cancel while your trip is in progress, there is no refund for the unused portion. In addition, if you arrive late to any part of the trip, all costs required to reach and join the activity/trip in progress will be at your own expense.

**9. CHANGES AND CANCELLATION BY US.** We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also help coordinate any alternative options offered by the Supplier, but we will have no further liability to you. Before or during your trip, TGM Compass and its Suppliers may need to cancel or change/substitute parts of your itinerary, including but not limited to ports of call and embarkation schedule, hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), security matters, and/or other events make such alterations necessary. Suppliers may also substitute transportation equipment based on circumstances such as passenger volume. Some facilities or services may be limited or unavailable during holidays or special occasions. When possible, alternatives may be offered but are not guaranteed. TGM Compass is not responsible for closures or necessary itinerary changes. These changes are not

considered material and do not give you the right to cancel without penalty. Normal cancellation fees still apply if you cancel your trip after these changes.

**10. FORCE MAJEURE.** TGM Compass assumes no liability for any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: natural disasters, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, or any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, changes of schedules or operational decisions of air carriers, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19), or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by TGM Compass that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions (“force majeure”). In circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (it being under no obligation to do so), we will refund these to you without any charge by TGM Compass.

**11. TRAVEL PROTECTION/INSURANCE.** Travel Protection Coverage is NOT included in the cost of your trip. It is the traveler’s responsibility to protect their purchases. For this reason, Travel Protection/Insurance Coverage is ***strongly recommended***, and such plans should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel protection/insurance plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and any other payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for costs related to, and not limited to, medical emergencies (including costly medical evacuation and repatriation costs), delayed or missed connections and baggage delay/loss. *Travel protection/insurance plans, which may include Cancel For Any Reason coverage, typically must be purchased within ten (10) days of initial trip payment in order to qualify for a pre-existing condition waiver.*

TGM Compass works with several reputable travel insurance industry leaders. While TGM Compass may recommend travel insurance options for you to choose from, we are not liable for any issues that result with said travel insurance options. TGM Compass is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel coverage plans and as such we cannot evaluate the adequacy of the prospective insured's existing insurance coverage. Further, we cannot guarantee that any insurance provider will approve coverage for a claim made under the insurer’s policy and make no representations about the extent of coverage for any policy it may offer or quote. Any cancellation fees will not be accepted as part of your claim. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. TGM Compass cannot be held responsible for denied entry if a traveler is unable to provide such details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred.

**BY DECLINING TO PURCHASE TRAVEL INSURANCE, TRAVELER ACKNOWLEDGES THE AFOREMENTIONED RISKS ABOVE. FURTHER, IF YOU CHOOSE TO TRAVEL WITHOUT ADEQUATE INSURANCE COVERAGE, TGM COMPASS WILL NOT BE LIABLE FOR ANY OF YOUR LOSSES HOWSOEVER ARISING, FOR WHICH TRIP PROTECTION PLAN COVERAGE WOULD OTHERWISE HAVE BEEN AVAILABLE.**

**12. DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. TGM Compass urges travelers to remain informed daily 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 destinations can be found at <https://travel.state.gov/content/travel.html> and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including without limitation any COVID-19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>. **Should you choose to travel to a country that has been issued a travel warning or advisory, TGM Compass will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. When travelling domestically within the USA 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 here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. U.S. citizens traveling to the United Kingdom (UK) for short visits, tourism, or business, including those just passing through UK airports, will need an Electronic Travel Authorization (ETA) if they do not have a UK visa or legal residency in the UK or the Republic of Ireland. You can find out if your international destination requires a visa and how to apply at <https://www.usa.gov/visas-citizens-traveling-abroad>. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. TGM Compass strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA 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. In addition, the U.S. Customs and Border Protection Agency require that for groups of children under age 19 arriving to the United States 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 or group leader in writing **Please visit <https://help.cbp.gov>, [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation.**

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/>. Further, certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, TGM Compass shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

In addition, recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

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 TRAVELER TO MISS FLIGHT(S), AND SUBSEQUENT SCHEDULED TRAVEL BOOKINGS TRIPS. TGM COMPASS BEARS NO RESPONSIBILITY 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.

**13. NON-RESPONSIBILITY.** TGM Compass and its members, managers, owners, employees, affiliates, agents, contractors and representatives (“Representatives”) use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this trip. TGM Compass is an independent contractor and is not a Representative of any of these Suppliers. TGM Compass does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your trip. All Suppliers are independent contractors and are not Representatives of TGM Compass. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither TGM Compass, nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of TGM Compass including in the event any third-party providers or healthcare professionals seek to assist with medical or other help and we are not liable for any costs or missed activities in relation to said assistance. TGM Compass assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; TGM Compass assumes no responsibility or liability for personal property; and TGM Compass shall be entirely relieved of any obligations under these Terms and Conditions in the event of any force majeure. TGM Compass accepts no responsibility for lost or stolen items. *Further, TGM Compass reserves the right to refuse any customer or potential customer at its sole discretion.*

**14. ASSUMPTION OF RISK/WAIVER.** The travel that you are undertaking in connection with your trip inherently involves risks, some in remote areas of the world. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, TGM Compass and its 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, illnesses caused by COVID-19 (or other pandemics, infectious diseases, etc.), 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; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features.

Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip and in consideration of the services provided by TGM Compass, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant potential dangers and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS, INJURY OR DEATH AND OF THE NEGLIGENCE OF TGM COMPASS AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE TGM COMPASS AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF TGM COMPASS AND/OR ITS REPRESENTATIVES, AND TRAVELER HEREBY COVENANTS NOT TO SUE TGM COMPASS AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING TGM COMPASS. THIS AGREEMENT ALSO BINDS YOUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE.

**15. INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless TGM Compass and its Representatives from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by TGM Compass or its Representatives (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) your breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your acts or omissions, including any damage caused by you to persons or property while participating in the trip, (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

**16. HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. TGM Compass will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act (ADA) and may not have wheelchair accessibility. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify TGM Compass at the time of booking of the status and identity of their non-discounted, fully paid travel companion who will be responsible for providing all necessary assistance. Please note we may request that you provide a letter from your doctor confirming your fitness to travel.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, TGM Compass shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone you travel with.

*For the safety of our guests, TGM Compass reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.*

**17. YOUR BEHAVIOR.** Each traveler in any trip planned by TGM Compass is expected to act responsibly and adhere to all behavior guidelines established by our Suppliers. All Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund. When you book with TGM Compass, you accept responsibility for any damage or loss caused by you or anyone traveling with you including, without limitation, in connection with any violation of applicable laws, regulations or policies, or use of illegal substances at the location of your travel (e.g., marijuana). Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold TGM Compass or any of its related entities liable for any actions taken under these Terms and Conditions.

**18. PHOTOGRAPHIC/VIDEO LIKENESS AND FEEDBACK.** Traveler hereby gives consent and grants to TGM Compass a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in any form of media without obtaining further consent and without compensation, solely for the purposes of marketing our trips. Each traveler releases TGM Compass and its Representatives from any liability in connection with any use of such photographs and/or video. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please request said removal per the email below.

**19. GOVERNING LAW AND VENUE.** These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Pinellas County in the State of Florida.

**20. CLASS ACTION WAIVER AND LIMITATION OF DAMAGES.** YOU AGREE THAT YOU WILL ONLY BRING CLAIMS AGAINST TGM COMPASS IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. TGM COMPASS SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, AND YOUR PAYMENT OF A DEPOSIT ON A TRIP MEANS THAT YOU AGREE TO THESE CONDITIONS OF SALE AND EXPRESSLY WAIVE ANY RIGHT TO PUNITIVE DAMAGES. YOU FURTHER AGREE THAT IN NO EVENT SHALL TGM COMPASS'S LIABILITY TO YOU (OR ANY MEMBER OF YOUR TRAVELING PARTY, OR YOUR/THEIR HEIRS, SUCCESSORS AND ASSIGNS), FROM ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, EQUITY, OR OTHERWISE), EXCEED THE AMOUNTS PAID TO TGM COMPASS FOR THE SERVICES TGM COMPASS PERFORMED AND PROVIDED TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS, AND THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THESE TERMS AND CONDITIONS BY TGM COMPASS.

**21. JURY WAIVER AND NOTICE OF CLAIM/INTENTION TO COMMENCE ACTION.** YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST TGM COMPASS UNLESS YOU HAVE FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO TGM COMPASS WITHIN THIRTY (30) DAYS AFTER THE TRIP OR CANCELLATION OF THE TRIP, FURTHER PROVIDED THAT YOU AGREE TO FILE SUIT WITHIN ONE (1) YEAR OF THE INCIDENT AND YOU ACKNOWLEDGE THAT THIS EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR.

**22. ELECTRONIC COMMUNICATIONS.** You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

**23. ENTIRE AGREEMENT & SEVERABILITY.** These Terms and Conditions, including the terms and conditions of our Suppliers, and any other documents, including invoices, that we provide you constitutes the entire agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to TGM Compass. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision.

**24. MISCELLANEOUS.** These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party. The provisions of these Terms and Conditions, which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

**25. CONTACT US.** TGM Compass LLC welcomes your questions or comments regarding your trip:

Email: [info@tgmcompass.com](mailto:info@tgmcompass.com)

Attn: Giorgia Procaccini

Title: Co-Founder & Managing Partner

**SELLER OF TRAVEL**

Florida #ST46273