

required to refund the full amount paid to the seller of travel, if the consumer cancels the vacation package, in writing and returns the vacation package, within 30 days of purchase or receipt of the vacation package.

Travel Club Memberships

In exchange for membership fees and annual dues, travel clubs provide access to vacation accommodations and travel opportunities at discounted rates. However, the discounts may not be as substantial as represented. Therefore, before investing in a travel club, it is important to determine how beneficial the membership will be to you.

In most instances, in order to join a travel club, you will be asked to sign a contract. A signature on a contract indicates that you acknowledge and accept the terms and conditions of the contract. Therefore, read the entire contract and do not sign if you have any doubts about the travel club membership. Instead, ask the representative questions and do not accept statements such as "the offer is only good today." If the organization is legitimate they will accept your money tomorrow as well as today.

Travel Tips

Vacation trips should be fun and hassle-free. To help ensure this, here are a few simple, common-sense tips:

- Before contracting with a travel business, call the Florida Department of Agriculture and Consumer Services at 1-800-HELP-FLA (435-7352) to determine whether it is registered and if there are any complaints against it.
- Never give credit card or checking account numbers over the telephone unless you initiated the call and you are certain of the credentials of the company.
- Look for the seller of travel's current registration certificate posted in its place of business. The registration number also must appear in all advertisements.
- Know and understand the business' (cruise line, airline, hotel, etc.) cancellation policy before making your purchase. Some may be non-refundable or have penalties or additional fees for rescheduling.
- Be skeptical of postcards or telephone calls announcing that you have been selected to receive a vacation. "Selected to receive" does not necessarily mean "free."

- Obtain all information and details in writing, and make sure the street location of the travel company is included.
- Beware of high-pressure sales tactics and pitches that require immediate payment; do not make hasty decisions. Be especially wary if a company offers to have someone pick up your money.
- Do not accept vague statements like "all major airlines", "four-star accommodations" or "all major hotels." Get specifics and check the details yourself.
- Beware of anyone requesting your personal financial information in order to verify that you have won a vacation. If accommodations are included, call the hotel and confirm the reservations personally. Also, ask the hotel personnel about their knowledge of and relationship with the travel company.
- Be wary of dealing with sellers of travel who tell you certain dates are not available for the accommodations offered but can be arranged if you're willing to pay an additional charge to "upgrade."
- Check with other travel agencies in your area and compare the offers.
- Remember that vacation certificates can be canceled within 30 days from the date of purchase, or when accommodations or facilities are not available when requested for use as provided in the contract.
- Always, follow the terms and conditions provided by the business when requesting a refund.

Travel SMART

Sellers of travel who are in compliance with Florida regulations are anxious to please their clients and assure them of a pleasant experience. They will arrange your trip on your terms. Unethical sellers of travel will try to arrange your trip on their terms, which often will mean problems down the road.

In short, dealing with reputable local travel companies is probably the best way to protect your vacation investment. And remember: If a travel offer sounds too good to be true, it probably is.



protect your **TRAVEL INVESTMENT**

brought to you by the Division of Consumer Services
**Florida Department of Agriculture
and Consumer Services**
Charles H. Bronson, Commissioner

toll-free in Florida **1-800-HELP-FLA (435-7352)**

calling from outside of Florida **850-488-2221**

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visit us online at **www.800helpfla.com**

protect your **TRAVEL INVESTMENT**

Travel, especially for people on vacation, should be fun. Unfortunately, there are some in the travel business who are more concerned with separating travelers from their money than in getting them to their destinations. You can reduce your chances of falling victim to unscrupulous sellers of travel by exercising discretion and common sense.

Sellers of travel come in many forms -- from small, local offices to large, national and international franchises. Most of them are sincerely concerned with providing their clients with professional service and enjoyable experiences.

The few sellers of travel who cheat the public create problems for everyone -- travelers and law-abiding travel agencies alike. In many cases, there is a limit to what the law can do to assure consumers that they will get their money's worth in their dealings with travel agents. But the wise traveler can do much to keep from becoming a victim of fly-by-night or unethical sellers of travel.

Non-Exempt Florida Firms Must Register Annually

The Florida Department of Agriculture and Consumer Services is responsible for protecting consumers from unethical sellers of travel. This is done by requiring all non-exempt sellers of travel to register each year and include their registration number in all advertisements and contracts. Some are also required to provide financial security for consumers through a bond, letter of credit or certificate of deposit, and to adhere to mandatory record-keeping procedures.

Have You Been "Selected" for a Trip? BEWARE

How do consumers get involved with unethical sellers of travel? Answering advertisements placed by travel agencies that offer trips to exotic places at bargain prices is one way. Another is filling out cards for vacation trips and dropping them in boxes at flea markets, fairs or other places that attract large crowds. You might receive an internet pop-up informing you that you have won a free vacation or you may also receive

a "certificate" or a postcard in the mail. Often, the offer is for a discount travel package.

If you answer an ad, an internet pop-up, or fill out a card, chances are you'll be contacted by a representative of the travel agency informing you that you've been selected for your dream vacation. The choice of words should sound a warning. If you're told you've won a free trip or travel package, Florida law stipulates that you cannot be charged anything other than the cost to get your prize to you. If it's mailed, you can be charged postage; if it's delivered by special carrier, you can be charged the carrier's fee.

Sometimes, however, you'll be told you've been selected for a cruise or vacation -- but you'll need to send an advance payment to cover certain fees. This should be a warning that you've been targeted for something that may be less than a legitimate offer.

Consumers who agree to pay the fees involved in the prizes for which they've been selected should be aware that they might not be getting what they expect. In a worst-case scenario, they'll discover they have nothing to show for their expense and only the courts to turn to for recourse.

Always check around with a couple of local agencies and compare what is available and the prices. Conduct internet searches and ask the travel representatives questions about the offer.

Check Background Before signing a Contract

Before contracting with any travel business, Florida residents should call the Florida Department of Agriculture and Consumer Services at 1-800-HELP-FLA (435-7352) to check if the travel business is registered with the Department. The call will also enable you to learn whether any complaints have been filed against the business.

Vacation Certificates

Vacation certificates offer a trip to one or more popular vacation sites at very low prices, which usually include accommodations but not transportation. The certificate may be good for a maximum of 18 months under Florida law.

However, if at the time of purchase the consumer is required to choose a date for travel, this type of travel package is considered "date certain," therefore, is not subject to the 30-day (vacation certificate) cancellation policy and is generally non-refundable.

You might come into contact with travel companies offering vacation certificates through various means. The company might contact you directly by mail or telephone. You might be persuaded by newspaper advertisements, internet pop-ups or a notice received in the mail to initiate the contact by calling the company.

In many cases, when the company contacts you, it will offer a "free vacation." However, you will be required to pay taxes and/or port charges. The company may not disclose this information to you initially.

The company will want you to charge the fee to your credit card immediately, or will ask you for your checking account number so they can debit your account. Sometimes, the company will offer to send an overnight delivery service to your home to pick up your payment. Typically, the business will request payment at the point of sale.

Once you agree to the "purchase," you will have a period of time to use the vacation, subject to availability. Sometimes though, when you call to arrange your trip, the dates you desire will not be available, and the company will offer to "upgrade" you to a more expensive vacation that is available.

In some cases, travelers have found the accommodations and facilities provided through these certificates to be below standard and unacceptable. When travelers complain to the company, they typically receive a response such as, "What do you expect for the small amount of money you paid?"

30-Day Cancellation Period Vacation Certificate Only

Florida law gives the consumer some protection in the matter of cancellations, by providing that a contract for a vacation certificate may be canceled in writing within 30 days of purchase or receipt of the vacation certificate. The consumer may also cancel if the accommodations and facilities are not available as provided in the contract.

If a travel package is not a vacation certificate, then the law requires that the consumer be informed that it is non-refundable before making any payment or signing a contract.

Keep in mind with regard to cancellations: the entire amount involved is refundable. Unethical sellers of travel may offer to refund all but a certain amount, but they are