



## GENERAL TERMS AND CONDITIONS

### Table of Contents

1	TAXES AND FEES.....	2
1.1	Air Travel within the United States .....	2
1.2	International Air Travel (including Puerto Rico and the U.S. Virgin Islands) .....	2
1.3	All Air Travel.....	3
1.4	Vacation Packages / Car Rentals .....	3
1.5	Other Fees.....	3
2	SPIRIT VACATIONS (packages and/or add-ons) .....	4
2.1	Vacation Packages .....	4
2.2	Reservations and Payments.....	4
2.2.1	Flight + Hotel, Flight + Hotel + Car or Flight + Car.....	4
2.2.3	Rental Cars .....	5
2.2.4	Car Only Reservations.....	6
2.2.5	Activities.....	6
2.3	Changes.....	7
2.3.1	Flight + Hotel or Flight + Hotel + Car .....	7
2.3.2	Flight Flex .....	7
2.4	Cancellations.....	8
2.4.1	Cancellation Policy for Flight + Hotel, Flight + Hotel + Car or Flight + Car .....	8
2.5	Additional Information.....	9
2.5.1	Responsibility and Limitation of Liability .....	9
2.5.2	Disclaimer of Warranty .....	9
2.5.3	Force Majeure.....	9
3	MISCELLANEOUS.....	9
3.1	Communications .....	9
3.2	Links to Third Party Websites .....	10
3.3	Advice to Passengers .....	10

For a complete list of rules and regulations that govern our air transportation agreement with you, [please refer to our Contract of Carriage.](#)

*Last Updated February 2, 2018*

## 1 TAXES AND FEES

### 1.1 Air Travel within the United States

Quoted fare includes the base fare plus any applicable taxes, fees and surcharges. The following government taxes and fees apply to your domestic air travel:

- A 7.5% Federal Excise Tax (except for award bookings)
- September 11th Security Fee: A September 11th Security Fee of \$5.60 applies per enplanement originating at a U.S. airport up to \$10.00 per round trip
- Domestic Segment Tax: A segment tax of \$4.20 per U.S. domestic flight segment (a flight segment is defined as one takeoff and landing) (except for award bookings)
- Passenger Facility Charges: Up to \$18.00 per round trip per customer in local airport charges (except for award bookings)

The following carrier fees apply to your domestic air travel (except for award bookings):

- Passenger Usage Fee: Passenger Usage Fee of \$19.99 per one way travel per traveling customer applies to most reservations. A lower fee of \$8.99 may apply to certain discount fares. No fee applies to bookings completed at Spirit Airlines' airport locations.
- Unintended Consequences of DOT Regulations Fee: Unintended Consequences of DOT Regulations Fee of \$7.00 per one way travel per traveling customer applies to most reservations. No fee will apply to certain discount fares.
- Fuel Charge: Fuel charge of \$10.00 per one way travel per traveling customer applies to most reservations. This surcharge will not apply to certain discount fares.

### 1.2 International Air Travel (including Puerto Rico and the U.S. Virgin Islands)

Quoted fare includes the base fare plus any applicable taxes, fees, and surcharges. The following government taxes and fees apply to your international air travel:

- International arrival/departure tax of \$17.50 for each arrival and departure to and from the U.S. (except for award bookings)
- A September 11th Security Fee of \$5.60 applies per enplanement originating at a U.S. airport up to \$5.00 each way
- APHIS User Fee of up to \$5.00 per traveling customer upon arrival to the U.S.
- Immigration User Fee of up to \$7.00 per traveling customer upon arrival to the U.S.
- Customs User Fee of up to \$5.50 per traveling customer upon arrival to the U.S.
- Passenger Facility Charges: Up to \$9.00 one way per traveling customer for departures from certain U.S. airports (except for award bookings)
- Non-U.S. government taxes and fees
- Certain foreign countries may charge additional taxes and fees that are collected directly by the local government or competent airport authority upon arrival or departure.

The following carrier fees apply to your international air travel (except for award bookings):

- Passenger Usage Fee: Passenger Usage Fee of \$19.99 per one way travel per traveling customer applies to most international reservations excluding bookings completed at Spirit Airlines' airport locations as well as certain bookings to Colombia originating outside Colombia. A lower fee of \$8.99 may apply to certain discount fares.
- Unintended Consequences of DOT Regulations Fee: Unintended Consequences of DOT Regulations Fee of \$7.00 per one way travel per traveling customer applies to most international reservations. No fee will apply to certain discount fares.
- Fuel Charge: Fuel charge of \$10.00 per one way travel per traveling customer applies to most reservations. This surcharge will not apply to certain discount fares.

### **1.3 All Air Travel**

- Most fares include Fuel Pass Through. [More information on Fuel Pass Through.](#)
- All fares are subject to change until purchased.
- Subject to certain exceptions and/or restrictions set forth in Spirit Airlines' Contract of Carriage, all reservations are non-refundable and non-transferable.
- Refunds are allowed for reservations made 7 days or more prior to departure and provided that a refund request is made within 24 hours of initial reservation. Changes or cancellations made to itineraries will be subject to change fees, any fare differential, any differences in government taxes and fees and, with the exception of fees for carry-on bags and first and second checked-in bags, any difference in carrier's ancillary charges.
- For a complete list of rules and regulations [please refer to Spirit Airlines' Contract of Carriage.](#)

### **1.4 Vacation Packages / Car Rentals**

Rates include flight and hotel taxes and fees. Additional mandatory resort fees may be charged directly by the hotel. Car rental rates do not include taxes, airport fees, insurance, extras (such as GPS, child seat, etc.), underage driver charges (if applicable) or fuel costs, all of which must be paid directly to the rental car company and are subject to change by each individual State and/or location.

### **1.5 Other Fees and Third Parties**

Additional fees such as [baggage fees](#), [change fees](#), and [advance seat assignment fees](#) may apply. Spirit may, from time to time, contract with third parties to provide certain additional products and services to its customers including, but not limited to, travel insurance, hotels, and car rentals. Spirit may receive compensation from such third parties in connection with these additional products and services.

## 2 SPIRIT VACATIONS (packages and/or add-ons)

*Certain Travel Suppliers (e.g. Hotels) do not offer courtesy Spanish translations of their Terms and Conditions. The official language for such Terms and Conditions is English.*

### 2.1 Vacation Packages

Spirit Vacations is a vacation package service offered by Spirit Airlines. While the air transportation is supplied by Spirit Airlines, the hotels and rental cars are supplied by independent companies, referred to herein as "Travel Suppliers" who are not agents, employees, or subcontractors of Spirit Airlines and as such, Spirit Airlines is not responsible for their acts or omissions. By booking a package, you agree to be bound by these terms and conditions.

*Additional terms and conditions may apply to the travel suppliers with which you elect to deal. To review and accept such additional terms and conditions please contact each applicable travel supplier or visit the corresponding travel supplier's website. Kindly note that on occasions, a travel supplier may have more stringent or restrictive terms and conditions than the terms and conditions set forth herein in such cases, the travel suppliers terms and conditions shall apply/prevail. Furthermore and for clarity, in the event the terms and conditions set forth herein are more stringent or restrictive than the travel supplier's terms and conditions, the terms and conditions set forth herein shall apply/prevail.*

### 2.2 Reservations and Payments

#### 2.2.1 Flight + Hotel, Flight + Hotel + Car or Flight + Car

Full payment is required at the time of booking and is non-refundable. All prices are in US Dollars and are inclusive of:

- a) Airfare (including taxes and fees, including without limitation, airport passenger facility charges, September 11th Security Fee, customs and immigration fees, and federal segment fees);
- b) Hotel rates (including hotel taxes);

**Resort fees are not included and may be charged directly by the hotel.  
Cleaning fees for Vacation Homes and or Condominiums are not included.**

Baggage and seat assignment fees are not included. [Click here to view our Baggage policies and fees.](#) Car rental does not include taxes, airport fees, insurance, options, underage driver charges (if applicable) or fuel costs, all of which must be paid directly to the rental car company and are subject to change by each individual State and/or location. Package reservations must be made at least forty eight (48) hours in advance of travel.

All prices and rates are subject to availability.

#### 2.2.2 Hotels

Hotel resort fees are not included; resort fees vary by hotel and location and should be payable directly to the hotel. Cleaning fees for Vacation Homes and or Condominiums are not included. Special requests such as room locations, roll-a-way beds, disabled guest accommodations, cribs and non-smoking rooms must be

requested directly with the hotel. We reserve the right to substitute hotel accommodations and to make alterations in the itinerary, which are beyond our control. Room photographs and maps are for informational purposes only and may not be exact in every detail. Hotel check-in restrictions, including age restrictions, may apply (guests must be 21 years of age or older to check into most Las Vegas hotels, unless accompanied by an adult). A major credit card and photo identification may be required to check-in at your hotel.

**Late Arrival and Failure to Check-in on First Night:**

While you should call us if you wish to cancel a reservation in advance of your stay, if you are going to be delayed on your date of check in or find that you cannot check in to your hotel on the date you requested, you should contact the hotel to let them know. If you fail to check in to your hotel on the day of your reservation and do not alert the hotel, the remaining portion of your reservation may be canceled.

**Hotel Star Ratings:**

Our star rating system is provided for your reference. We do not warrant or guarantee that our star rating system is equal to or consistent with any other star rating system and reserve the right to change a hotel's rating at any time with or without notice.

[Please refer to DMCA Policy for more information.](#)

**2.2.2.1 Special Provision**

Several Mexican and Caribbean resorts offer all-inclusive and/or European type plans. A European plan hotel rate does not include any meals or beverages. An all-inclusive hotel rate includes all meals, beverages, and some activities. All-inclusive plans do vary, so please check the specific hotels for details.

**2.2.2.2 Exclusions**

Vacation package price do not include and are not limited to, local island departure taxes; tourist card fees in Costa Rica and the Dominican Republic; miscellaneous hotel charges (including surcharges); resort fees; Cleaning fees for Vacation Homes and or Condominiums; baggage handling; gratuities; meals (except where noted); cribs, rollaway beds and additional children's bedding; rental car taxes and fuel, optional insurance or age/rate differentials; daily parking fees at hotels; and items of a strictly personal nature. These items are the sole responsibility of the traveler and should be paid directly when the service is received. Unless specifically noted airport transfers are not included in package price. Spirit shall not be responsible for rate changes, errors or omissions.

**2.2.3 Rental Cars**

Rental cars are available to drivers 21 years of age and older with a valid credit card and valid driver's license – both in the name of the driver. In certain states

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drivers must be 25 years of age or older. Drivers under the age of 25 may be subject to additional surcharges. Customers are subject to a credit check, credit card (must be in driver's name) and age verification, failure to comply may result in car rental refusal.

Many Hertz and Dollar locations do not accept debit cards for car rental. Please contact specific car pick-up location to determine if they will accept a debit card.

Remember that a deposit amount is required for a rental car.

#### **2.2.4 Car Only Reservations**

Full payment will be required at the time of Car rental pick up. Car rental rates are based on type and do not include taxes, airport fees, insurance, extras (such as GPS, child seat, etc.), underage driver charges (if applicable) or fuel costs, all of which must be paid directly to the rental car company and are subject to change by each individual State and/or location.

#### **2.2.5 Activities**

The following Terms and Conditions apply to an Activity Coupon in connection with an attraction, sightseeing, transfers or service operated by the independent operator ("Attraction Operator") of the attraction or service.

- a) Upon issuance of an Activity Coupon, your credit card will be charged (per person, per activity) for the full amount immediately. The total price charged will include taxes and fees. Gratuities and incidental charges, such as parking, food and drink, are not included.
- b) A Coupon is valid for redemption only by the person whose name appears on the coupon and is redeemable only for the dates indicated on the Coupon. A Coupon has no cash value and cannot be assigned, or transferred and is non-refundable.
- c) An Attraction may not be appropriate for all ages or for individuals with certain medical conditions. It may be subject to codes, rules or regulations established by the Attraction Operator. Contact the Attraction Operator for details.
- d) The Attraction Operator will verify the identity of the person named on the Coupon, prior to accepting it. Admission to the Attraction may be denied if the Coupon and a matching photo ID for the person named on the coupon are not provided to the Attraction Operator.
- e) The issuance of an Activity Coupon is final. There are no refunds, credits, exchanges, or cancellations of a Coupon once it has been issued. A Coupon is equivalent to cash - a destroyed, lost or stolen Coupon cannot be, reissued or refunded. A Coupon may be redeemed only once and only by the Attraction Operator. Before the Coupon is issued, the holder should confirm that the information that the Coupon contains in is accurate.
- f) Spirit Airlines is not responsible for free components provided by third party vendors. Free components have no cash value.

Spirit Airlines will not be liable for any personal injury or death; lost, stolen, damaged or destroyed property; or any other liability as a result of, or in connection with, the use and operation of the attraction and all actions or events that occur prior to, during, at or after the attraction.

Spirit Airlines, its employees, officers, directors and shareholders do not own, control or operate any hotel or air, land, or water transportation vehicles or companies of any kind, including but not limited to: airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies that may offer excursions or tours. Spirit Airlines enters into contracts with hotels and land or water transportation companies; however, all such entities are owned and operated by independent contractors.

## **2.3 Changes**

### **2.3.1 Flight + Hotel or Flight + Hotel + Car**

Name changes are not permitted.

Any changes to the air and/or hotel portion of your vacation must be made 5 days or more prior to the scheduled departure date. Flight + Car may be changed or cancelled up to 2 days before departure for a cancellation fee of \$120. Changes will be based on availability, and are subject to a fee of \$120 per person plus any cancellation fees imposed by travel suppliers, such as hotel change fees or charges, plus any increase in package price. All changes are subject to availability, and are subject to a fee of \$120 per person plus any cancellation fees imposed by travel suppliers, such as hotel change fees or charges, plus any increase in package price. All changes are subject to availability and limitations and restrictions of the Travel Suppliers. Terms of change may vary by hotel and additional fees may apply for peak travel periods. Changes must be made by calling our vacations call center at 954-698-0125. No changes will be accepted by email or online. If a change is not made in accordance with Spirit Airlines change policy, all money associated with the package will be forfeited.

#### **2.3.1.1 Cars**

After an auto rental is picked up, any changes, e.g., extending the rental dates, must be made through the rental car company directly.

### **2.3.2 Flight Flex**

Terms & Conditions:

Modification charge protection is available on Spirit.com. With Flight Flex, you'll be able to modify your itinerary once for free, online, up to 24 hours before departure (fare difference applies).

Flight Flex is only available during initial flight-only bookings on spirit.com and through selected travel agents booking reservations through the Spirit Airlines Travel Agent Portal. Flight Flex must be purchased for all the passengers on the booking. Flight Flex will not be available for award bookings, Spirit Vacation packages or an existing booking.

Only one modification charge can be waived when Flight Flex is purchased. That means modifying the time, date, and/ or the destination of the booking. Passengers are responsible for any change in price of airfare. All modifications must be done online on spirit.com more than 24 hours in advance of their scheduled outbound or return departure.

Changes not made more than 24 hours in advance will be subject to established modification charges. The new time, date, or destination must be known at time of change. Additional changes will be subject to standard modification charges. Flight Flex does not cover changes that result from a passenger not adhering to published Spirit check-in requirements. This optional service may not be available for purchase on all flights.

## **2.4 Cancellations**

### **2.4.1 Cancellation Policy for Flight + Hotel, Flight + Hotel + Car or Flight + Car**

Cancellations must be made 5 days or more prior to scheduled departure date and are subject to a fee of **\$120** per person plus any cancellation fees imposed by travel suppliers, such as hotel cancellation fees or charges. Flight + Car may be cancelled up to 2 days before departure for a fee of \$120. No refunds will be given for cancellations and any remaining amount will be placed as a credit and may be applied to future travel. Such credits are good for travel booked within 60 days of issuance for travel on any flight dates available in the system and shall not have any cash value. Please note that, for some hotels, once your reservation is confirmed, your reservation may be wholly non-refundable and no vacation credit will be issued. Terms of cancellation may vary for specific hotels and additional fees may apply to cancellations during peak travel periods. Cancellations must be made by calling our vacations call center at 954-698-0125. No cancellations will be accepted by email or online. Any unused package component may not be exchanged, transferred or refunded.

Cancellations made 5 days or less before scheduled departure will incur a 100% penalty and no refund or vacation credit will be given.

#### **2.4.1.1 Cancellation Policy for Car Only**

Car rentals may be changed or cancelled up to 2 days before. If you drop off your auto rental early, no credit or refunds will be issued. If you do not pick up your auto- rental on the scheduled pick-up date, your entire auto rental payment will be forfeited.

After an auto rental is picked up, any changes, e.g., extending the rental dates, must be made through the rental car company directly.

#### **2.4.1.2 Cancellation Policy for Hotel Only**

Hotel only reservations may be changed or cancelled 5 days or more prior to arrival date for a fee of \$25.00 plus any hotel fees. Failure to check-in on first day will result in forfeiture of your hotel stay.



## **2.5 Additional Information**

### **2.5.1 Responsibility and Limitation of Liability**

Spirit Airlines shall not be held liable for any direct, indirect, special, or other consequential damages, whether stated in contract, tort, strict liability or otherwise, arising out of (a) the acts or omissions of any Travel Supplier or person or company rendering services in connection with Spirit Vacations vacation package service; (b) any failure or delay or performance by any Travel Supplier; (c) any failure or delay arising out of use of this website, including, error, omission, interruption, defect, delay in transmission, or computer virus; (d) any failure or delay arising out of use of Travel Suppliers' websites. Spirit Vacations is a vacation package service and Spirit Airlines acts as an intermediary/broker and is only responsible for providing services of facilitating the booking of and payment for the vacation package accommodations and services you have selected. Spirit Airlines is not responsible for errors or omissions in any printed or online material. Spirit Airlines is not the agent of the Travel Suppliers or any consumer for any purpose. Spirit Airlines disclaims each and every fiduciary and other duty that could potentially arise under contract, a course of dealing or otherwise and be owed to the Travel Suppliers or any consumer. Spirit Airlines does not acquire any ownership, right of use, resale or other rights with respect to vacation package accommodations and services. Spirit Airlines shall negotiate, book, and pay for vacation package accommodations and services only in the name of, on behalf of, and using the funds of third-party consumers.

### **2.5.2 Disclaimer of Warranty**

Spirit Airlines makes no warranty of any kind regarding this site or any of the products and services provided. All products and services provided by Spirit Airlines are provided "as is" and Spirit Airlines disclaims any representation or warranty.

### **2.5.3 Force Majeure**

Spirit Airlines shall not be liable for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or the control of any Travel Supplier with which you have elected to deal including, but not limited to, weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported, and/or any other cause beyond the reasonable control of Spirit Airlines or any of the Travel Suppliers.

## **3 MISCELLANEOUS**

Spirit Airlines reserves the right to change these terms and conditions at any time and without notice to you unless notice is required by law. Although a courtesy copy in Spanish is available, the official language for these Terms and Conditions shall be English.

### **3.1 Communications**

By agreeing to these terms and conditions I agree to receive promotional emails from spirit.com. I understand that I can unsubscribe from these emails at any time.

*Last Updated April 24, 2018*

### **3.2 Links to Third Party Websites**

Our website may contain electronic links to websites owned and operated by third parties. Such links are provided for your convenience and reference only. Spirit Airlines does not own, operate or control the content of these websites. Spirit's inclusion of any links does not imply an endorsement of their material or content and Spirit Airlines disclaims any liability arising out of your use of such websites.

### **3.3 Advice to Passengers**

Prohibited 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 (fireworks, flares, etc.), compressed gases (oxygen bottles), flammable liquids and solids (paints, gas engines, camp stoves, etc.), oxidizers, poisons, corrosives (cleaners), radioactive materials and tear gases.
- 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.
- E-cigarettes and other battery-powered smoking devices are prohibited for use aboard Spirit aircraft. Additionally, these devices are not permitted in checked baggage. E-cigarettes and other battery-powered smoking devices are permitted in carry-on baggage only; however, some countries prohibit the carriage of these devices in carry-on baggage, checked baggage, and/or on one's person, in which case Spirit will abide by such prohibition(s).
- Spare lithium batteries cannot be carried in checked baggage.