

FAQ on GOGO Agreement

Q: It seems this agreement is one sided in GOGO's favor and that GOGO can now sue me/my agency for any issue because it eliminates all liability on GOGO's end. Is this true?

A: As a third party in the vacation-planning process, GOGO does not interact with the consumer and has no control over the actions of the travel agent or agency. Therefore, we need to protect ourselves should the case of fraud arise. In the unlikely event an agent or agency commits fraud and GOGO is brought into the lawsuit by the consumer, this agreement states that GOGO is not responsible for any errors or omissions made by the travel agent or agency.

As with the vast majority of travel service providers, GOGO, as a wholesale travel provider, does not own, operate, manage or control the travel service providers used by GOGO. Accordingly, GOGO has a strong disclaimer of liability, quite common in the industry, to protect itself from claims arising out of incidents while an individual is under the control of a third-party travel service provider.

Rest assured, GOGO still remains liable for its own negligent acts and omissions that may cause or give rise to a lawsuit or claim.

Q: If my clients have/are having a bad vacation experience, does this contract say that GOGO will not be responsible?

A: No. GOGO will continue to help our travel agent partners should an issue arise with any aspect of a booking made through GOGO, including the hotel, airline and car rental. As some of you have experienced already, GOGO works together with the travel consultant to help rectify the situation for the traveler. If that negative experience arose out of GOGO's negligent acts or omissions, then GOGO shall remain liable. However, should the client's negative experience result from the way the travel products and services was offered and sold by the travel agent, or due to some neglect in how the information, including pricing, was conveyed by the travel agent to the client, then GOGO is not liable.

Q: If my agency and GOGO get sued, does my agency have to cover GOGO's legal costs?

A: Only if GOGO has been brought into the lawsuit because of an act or omission on the travel agent's part, such as fraud or neglect. If GOGO is brought into a lawsuit where GOGO is found to have no fault, and GOGO incurs legal costs, this agreement allows us to reserve the right to ask for reimbursement for those legal expenses.

Q: Why is this agreement even in place?

A: GOGO's relationship is with you, the travel agency and in an effort to document that relationship, GOGO has a sub agent agreement with you. This agreement sets out various aspects of the relationship with you, including the commission to be paid to you, how payments for products will be made, how information shall be treated and how disputes and issues will be dealt with. Such agreements are commonplace and most, if not all, travel wholesalers have something similar in place.

Q: I am a part of a consortia, do I have to still sign this?

A: Ultimately it will depend upon GOGO's agreement with the consortia entity and what protections are afforded to GOGO with respect to the acts and omissions of the consortia members. As previously stated, GOGO's relationship is with you, the travel agency and accordingly the sub agent agreement helps to document this relationship.

Q: Why did you introduce this agreement now?

A: GOGO has actually had this agreement in place for some time. When you signed up with GOGO, you agreed to these terms. The difference now is that we have added two new indemnity events to cover: (i) any chargebacks or bounced checks by the travel agent or the travel agent's customer; and (ii) any claims by travel agent's employees, sub-contractors or independent consultants for payment of commission. In both instances, GOGO's relationship is with you, the travel agency and not the customer or the travel agent's employees, sub-contractors or independent consultants. Following an increase in fraudulent activity on the agency side and an increase in chargebacks due to the travel agency not making the customer aware of the cost involved or that GOGO Vacations may appear as the merchant on their statement, GOGO has introduced these additional protections. GOGO has no control over what is said to the travel agent's customer or how it is said. If for some reason a charge is disputed by the customer and GOGO loses the dispute, GOGO needs to hold the agency accountable for failing to convey the proper information. GOGO is still required to pay the hotel and other service providers and therefore need to be able to collect what is due to these travel vendors.

We take great pride in our business and we need to ensure we protect it for all parties involved, from our staffers to your agency. If there are any other questions you have regarding this agreement, we would be happy to discuss further.