



GENERAL TERMS AND CONDITIONS

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

1 **GENERAL**

Spirit Airlines reserves the right, at any time, to change or cancel these terms and conditions, in whole or in part, in its sole discretion, without notice or liability to you. Please review these terms and conditions periodically to ensure you are aware of any changes and are familiar with the most current version of these terms.

Additional terms and conditions may apply to travel products provided by 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 **AIR TRAVEL**

- 2.1 All fares are subject to change until purchased.
- 2.2 Subject to certain exceptions and/or restrictions set forth in Spirit Airlines' Contract of Carriage, all reservations are non-refundable and non-transferable.
- 2.3 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 bags, any difference in carrier's ancillary charges.
- 2.4 Upon request, seniors and guests with disabilities are eligible for a 50% discount on bookings made at the Guayaquil, Ecuador airport (GYE). The 50% discount is applied to the base fare of the eligible individual. To qualify, guests must present valid ID at time of booking.
- 2.5 For a complete list of rules and regulations [please refer to Spirit Airlines' Contract of Carriage](#).

3 **TAXES AND FEES**

3.1 **General**

Please note: Subject to certain exceptions and/or restrictions set forth in Spirit Airlines' Contract of Carriage, all flights, optional services (including but not limited to bags, seats, hotel, auto rental, attraction tickets, etc.) as well as related carrier charges and taxes are non-refundable and non-transferable. All fares are subject to change until purchased.

3.2 **All Air Travel**

- 3.2.1 The Transportation Security Administration assess a September 11th Security Fee per Passenger each way for travel originating at a U.S. airport.

- 3.2.2 Passenger Facility Charges (PFCs) Program allows the collection of fees from eligible passengers at commercial airports controlled by public agencies. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition.
- 3.2.3 Passenger Usage Fee: A non-refundable Passenger Usage Charge of \$22.99 per segment per traveling customer applies to most reservations (except for award bookings). A lower fee may apply to certain discount fares. No fee applies to bookings completed at Spirit Airlines' airport locations.
- 3.2.4 Regulatory Compliance Charge Fee: Regulatory Compliance Charge Fee of \$7.00 per segment per traveling customer applies to most reservations (except for award bookings). No fee will apply to certain discount fares.
- 3.2.5 Fuel Charge: Fuel charge of \$12.00 per segment per traveling customer applies to most reservations (except for award bookings). This surcharge will not apply to certain discount fares.

3.3 **Air Travel within the United States**

Quoted fare includes the base fare plus any applicable taxes, fees and surcharges.

- 3.3.1 A 7.5% Federal Excise Tax (except for award bookings)
- 3.3.2 Domestic Segment Tax: A segment tax of \$5.00 per U.S. domestic flight segment (a flight segment is defined as one takeoff and landing) (except for award bookings)

3.4 **International Air Travel (including Puerto Rico and the U.S. Virgin Islands)**

- 3.4.1 International arrival/departure tax of \$22.20 for each arrival and departure to and from the U.S. (except for award bookings).
- 3.4.2 APHIS User Fee: a fee is levied by the United States Department of Agriculture's Animal and Plant Health Inspection Services (APHIS) for international arrivals.
- 3.4.3 Immigration User Fee and Customs User Fee are levied by the United States Customs and Border Protection of International arrivals.
- 3.4.4 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.

4 **VACATION PACKAGES / CAR RENTALS**

Air and hotel package rates are to be used exclusively for leisure travel. Guests are prohibited from using these rates for convention, business, meetings, etc. and may be charged the difference in rates upon check-in or have their reservation canceled if used for any purpose other than personal leisure travel.

Package prices include airfare and associated government taxes and carrier charges. Hotel rates are quoted inclusive of hotel taxes. Additional mandatory resort or destination fees may be

charged directly by the hotel. Cleaning fees for Vacation Homes and/or Condominiums are not included. Unless specifically quoted for your reservation, charges for transfers, meals, parking, tips, phone charges, tours, shows, room service, laundry, or other incidentals of a personal nature are not included in advertised rates. Car rental rates include taxes and airport fees in effect at the time of the booking. Additional options chosen such as insurance, underage driver charges (if applicable), fuel, etc. must be paid directly to the rental car company. In rare cases, changes in taxes since the time of booking may be due at the rental car counter. I

5 **OTHER FEES AND THIRD PARTIES**

Additional charges such as [baggage charges](#), [modification charges](#), and [advance seat assignment charges](#) may apply for those items you elect to purchase. Click here to view current charges for [optional services](#) 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, car rentals, and activities. Spirit may receive compensation from such third parties in connection with these additional products and services.

6 **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.

6.1 **Vacation Packages**

Spirit Vacations is a vacation package service offered by Spirit Airlines. While the air transportation is supplied and/or organized by Spirit Airlines, packaging components (e.g., Hotels, car rentals, activities, etc.) 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 All prices and rates are subject to availability and may be capacity controlled, may not be available on dates or with all flights, or may be restricted to certain hotel rooms and car rental categories.

6.2. **Reservations and Payments**

6.2.1. Flight + Hotel, Flight + Car, or Flight + Hotel + Car

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

6.2.1.1. Airfare (including taxes and fees, including without limitation, airport passenger facility charges, September 11th Security Fee, customs and immigration fees, and federal segment fees);

6.2.1.2. Associated packages components.

6.2.2. Hotel Reservations

A major credit card and photo identification may be required to check-in at your hotel. Hotels may place daily incidental holds on your payment method at check-in, as well as any other applicable charges.

Room assignments are based on hotel availability and are made at the hotel's discretion (type and number of beds are not guaranteed). Special requests such as room location, adjoining rooms, 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 due to circumstances that may be beyond our control. Room photographs and maps are supplied by third parties for informational purposes only and may not accurately represent the property or specific room type selected. Hotel star ratings and reviews are provided for your reference. We do not warrant or guarantee that star rating or Guest reviews are accurate and reserve the right to change a hotel's rating at any time with or without notice.

Hotel check-in restrictions, including age restrictions, may apply (for example, Guests must be 21 years of age or older to check into most Las Vegas hotels, unless accompanied by an adult).

6.2.2.1. 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.

6.2.2.2. All Inclusive/European Plan

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 meals, beverages, and may include activities. All-inclusive plans do vary, so please check the specific hotels for details.

6.2.2.3. Exclusions

Vacation package pricing 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; daily parking fees at hotels; and items of a strictly personal nature. These items are the sole responsibility of the Guests and should be paid

directly when the service is received. Unless specifically noted, airport transfers are not included in the package price. Spirit shall not be responsible for rate changes, errors, or omissions.

6.2.3. 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 drivers must be 25 years of age or older. Drivers under the age of 25 may be subject to additional surcharges which are not included in quoted rates and are payable directly to the rental car company. Customers may be 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 rental car locations do not accept debit cards for car rental or may impose larger deposit requirements in the event they do accept them. Please contact the specific car pick-up location to determine if they will accept a debit card and the associated restrictions. Remember that a deposit amount may be required for a rental car. Some locations may require a printed voucher in order to pick up your rental car.

6.2.4. Car Only Reservations

Full payment will be required at the time of Car rental pick up. Car rental rates include taxes and airport fees in effect at the time of the booking. Additional options chosen such as insurance, underage driver charges (if applicable), fuel, etc. must be paid directly to the rental car company. In rare cases, changes in taxes since the time of booking may be due at the rental car counter.

6.2.5. Activities

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

6.2.5.1. Upon issuance of an Activity Voucher, 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 unless specifically quoted.

6.2.5.2. A Voucher is valid for redemption only by the person whose name appears on the Voucher and is redeemable only for the dates indicated on the Voucher. A Voucher has no cash value and cannot be assigned or transferred and is non-refundable.

6.2.5.3. 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.

- 6.2.5.4. The Attraction Operator will verify the identity of the person named on the Voucher prior to accepting it. Admission to the Attraction may be denied if the Voucher and a matching photo ID for the person named on the Voucher are not provided to the Attraction Operator.
- 6.2.5.5. The issuance of an Activity Voucher is final. There are no refunds, credits, exchanges, or cancellations of a Voucher once it has been issued. A Voucher is equivalent to cash - a destroyed, lost, or stolen Voucher cannot be reissued or refunded. A Voucher may be redeemed only once and only by the Attraction Operator. Before the Voucher is issued, the holder should review and confirm that all the information that displayed on the Voucher is accurate.
- 6.2.5.6. Spirit Airlines is not responsible for free components provided by third party vendors. Free components have no cash value.

Spirit Airlines is only responsible for the air transportation it provides in connection with a package purchase and is not responsible for other transportation, accommodations, or other activities of which you elect to purchase. Spirit Airlines enters into contracts with third party entities; however, all such entities are owned and operated by independent contractors.

Spirit Airlines will not be liable for any personal injury or death; lost, stolen, damaged, or destroyed property; or any other liability resulting from, 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.

6.3 Modifications

6.3.1. Modification Rules

Name changes are not permitted. Modification is based on availability and is subject to current carrier modification charges, plus any modification fees imposed by third party travel suppliers, plus any increase in fare difference or package components. Modification terms may vary by third party travel supplier and additional fees may apply for peak travel periods. Please note that some modifications may entirely forfeit previous amounts paid. Modifications to vacation package must be made by calling our vacations call center at 954-698-0125. Vacation package modifications will not be accepted via other channels. If a modification is not made prior to flight departure, all money associated with the package may be forfeited.

6.3.2. Cars (After Pickup)

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

6.3.3. Flight Flex™ Terms & Conditions:

Flight Flex modification charge protection is available on Spirit.com as a standalone option or as part of select combos. With Flight Flex, you'll be able to modify your flight once for free, online, up to 24 hours before departure (fare difference applies).

Flight Flex is available only in the booking path spirit.com and through selected travel agents booking reservations through the Spirit Airlines Travel Agent Portal and must be purchased for all the passengers on the 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 the 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. Third-party modification costs (i.e. hotel, rental car, and activities are not covered under Flight Flex and may be wholly non-refundable in the event of a change.

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.

7

CANCELLATION

7.1 Cancellation Rules

Cancellations are subject to current carrier cancellation charges and retention of non-refundable carrier fees, plus any cancellation fees imposed by third-party travel suppliers. Cancellation terms may vary by third-party travel supplier and additional fees may apply for peak travel periods. Please note that some cancellations may entirely forfeit previous amounts paid. Vacation package cancellations must be made by calling our vacations call center at 954-698-0125. Vacation package cancellations will not be accepted via other channels. If a cancellation is not made prior to flight departure, all money associated with the package may be forfeited. No refunds will be given for cancellations and any remaining amount will be issued as a credit that 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, any unused package components may not be exchanged, transferred, or refunded.

7.1.1 Cancellation Policy for Car Only

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

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

7.1.2 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.

8 **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.

8.1 **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.

Spirit Airlines Travel Notifications SMS Program runs on short code 774748. Message and data rates may apply (although Spirit Airlines does not charge any fee to use this service, your cellular service provider may charge for sending and/or receiving messages). Please check with your cell phone carrier if you have any questions about your wireless plan.
Service Terms:

8.1.1 Spirit Airlines Travel Notifications are SMS messages regarding flight status of specified flights sent to customers that have opted in to receive them. After an initial confirmatory SMS message, users receive flight updates such as departures, arrivals, gate changes, cancellations, delays, and diversions.

8.1.2 Spirit Airlines is not responsible for delays in the receipt of any SMS messages. You acknowledge that urgent alerts may not be timely received. Your cellular carrier does not guarantee that messages will be delivered.

8.1.3 The Spirit Airlines Travel Notifications SMS Program is available on the following carriers: AT&T, Boost Mobile, Cricket Wireless, Sprint PCS, T-Mobile, US Cellular, Verizon Wireless, Virgin Mobile and others.

8.1.4 For questions, please visit spirit.com or call 855-728-3555.

8.1.5 Service Details:

Spirit Airlines Travel Notifications SMS Program:

- OPT-IN: Customers may sign up to receive SMS messages with regard to a particular flight at spirit.com. Once the flight has reached its destination, no further SMS messages will be sent.
- HELP: To get HELP on the Spirit Airlines Travel Notifications SMS Program text “HELP” to 774748.
- STOP: To STOP (or opt-out of) the Spirit Airlines Travel Notifications SMS Program test “STOP,” to 774748 or reply “STOP” to any Spirit Airlines Travel Notifications SMS Program message.
- CANCEL: To CANCEL (or opt-out of) the Spirit Airlines Travel Notifications SMS Program test “CANCEL,” to 774748 or reply “CANCEL” to any Spirit Airlines Travel Notifications SMS Program message.

8.2 **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.

8.3 **Responsibility and Limitation of Liability**

Spirit Airlines shall not be held liable for any direct, indirect, special, or other consequential damages, whether stated in the 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 the use of this website, including, error, omission, interruption, defect, delay in transmission, or computer virus; (d) any failure or delay arising out of the 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.

8.4 **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.

8.5 **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.

8.6 **Advice to Passengers - Prohibited Hazardous Materials**

8.6.1 Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person.

8.6.2 A violation can result in five years' imprisonment and/or penalties of not more than \$83,439 for each violation, except the maximum civil penalty is \$194,691 and/or 10 years imprisonment if the violation results in death, serious illness, or severe injury to any person or substantial destruction of property.

8.6.3 Hazardous materials forbidden in baggage (carry-on and checked) and on your person include: explosives and fireworks, compressed gases (including oxygen bottles), flammable liquids and solids, corrosives and oxidizers, poisons, radioactive materials, lighter refills, torch lighters and strike anywhere matches, alcohol above 140 proof (70% alcohol by volume), mercury barometer or thermometer, weapons and self-defense spray, products under safety recalls (e.g., batteries), and dry ice above 5.5 lbs.

8.6.4 Hazardous materials forbidden in checked baggage include: battery-powered smoking devices, fuel cells, spare lithium batteries and external battery chargers, safety matches and lighters. These items are only permitted in carry-on baggage or on your person.

8.6.4.1 E-cigarettes and other battery-powered smoking devices are prohibited for use aboard Spirit aircraft. While e-cigarettes and other battery-powered smoking devices are permitted in carry-on baggage only, 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).

8.6.5 There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage.

8.6.6 Spirit does not accept hoverboards in carry-on or checked baggage.