

Terms and conditions of booking Travel with Kaleidoscope Travel & Cruise INC.

Booking Procedure

The following booking conditions, together with the information set out on the relevant travel page of the Kaleidoscope Travel & Cruise website will form the contract between you and us for your travel booking with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

"We" are Kaleidoscope Travel & Cruise Inc, Box 280, Cluny, Alberta, T0J 0S0

The contract between us comes into existence when we send out our confirmation invoice which confirms your booking. You will have undertaken to pay for the travel you have booked, and we will have made the arrangements for with the suppliers.

If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into that contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.

If we are unable to accept your booking, we will of course return your payment to you immediately.

For you to make a booking, we require your deposit and a completed booking form. Our confirmation invoice will be sent to you by post or email.

Payment procedures

Payment and failure to pay

The last date for payment of the balance of the cost of your travel will be due to us at least six weeks before the trip Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.

If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

Late Bookings

Any travel requested less than six weeks prior to the departure date must be accompanied by full payment at the time of booking.

Deposits

Deposits are non-refundable however in some cases it may be transferable to another travel date if offered by the tour operator on the original booking.

Cancellations by you

If you cancel your booking either through failure to pay the balance due or for any other reason, we may charge a cancellation as per the supplier's terms and conditions.

Payment Type

We will accept payment by credit card, electronic transfer or cash at the time of deposit and final payment.

Travel Information

Approximately four weeks before the trip start date, we shall provide you with a package of information relating to your trip.

Baggage restrictions

We have to work within the restrictions laid down by any carrier we use. Policies vary from one carrier to another and from time to time. We will tell you the exact allowances and terms after you have made a booking with us.

If you have an unusual requirement, perhaps for medical reasons, do contact us and we will try to help you immediately.

We are not responsible for any damage to luggage caused during your trip.

Travel Insurance

We strongly advise the purchase of travel insurance and will not be held responsible for any costs incurred as a result of your choice not to purchase travel insurance coverage.

We can offer you assistance in purchasing travel insurance for your trip.

Passport, Visa and Health Requirements

Please note carefully:

- to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your trip
- remember to apply for any necessary visa in good time;
- check with your GP what vaccinations and medication you may require and allow time to obtain it.

Limitations on our liability

We want you to enjoy a perfect vacation We shall do our best to make your travel special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which is beyond our control that effects the travel products we are arranging for you.
- any problem arising from your failure to reach the airport on time, for whatever reason.
- medical problems or physical difficulties.
- medical emergencies.
- laws, culture and standards of service and behavior in any country you may visit.
- problems or issues which we could resolve whilst on a trip but which you raise only after your return.

Miscellaneous matters

- The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- This agreement does not give any right to any third party.
- We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- In no circumstance will Kaleidoscope Travel & Cruise, its employees, directors, contractors and agents be liable to you, or any other person, for any refund, loss, damage, delay or injury resulting from any cancellation, interruption or other event or a failure of any supplier to provide any travel service to the passenger(s) or for any other breach of contract or intentions or careless act or omission of any supplier of any such travel service.

- The validity, construction and performance of this agreement shall be governed by laws of the Province of Alberta and the laws of Canada. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the Province of Alberta courts.