



## **Booking Terms and Conditions**

Please take the time to read and understand the conditions of booking detailed below prior to booking a trip with Kids Play International Inc. (KPI).

### **1. Our Contract**

All bookings are made with KPI (us/we) and by booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us). Your booking will be accepted by us on this basis. The services to be provided are those referred to on our website and by the determined land operator for this trip.

### **2. Deposit**

A non-refundable deposit of \$500 is required for your booking to be confirmed. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

### **WAITLIST POLICY:**

To be placed on the list, contact KPI and submit a \$125 per person deposit. There are no cancellations fees imposed for canceling waitlisted reservations. The administrative fee is in effect only for confirmed reservations that are cancelled. As cancellations are received, we call the first name on the list. These passengers then have 24 hours to respond before we contact the next waitlist, unless departure is within 48 hours or less, at which time an immediate response will be required.

### **3. Final Payment**

Payment of the balance of the trip price is due 60 days prior to departure. If the balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### **4. Passport and Visa**

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

### **5. Your Details**

For us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per your passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to



complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

**Minors:** Any child 17 years or younger, not traveling with a parent or guardian is required to carry a permission letter signed by parent/guardian and notarized at time of check-in. Non-U.S. citizens should consult the consulate of host country regarding documentation required.

## **6. Travel Insurance**

Travel insurance is recommended for all travelers and, if purchased, should be taken out at the time of booking. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation with all recommended minimum coverage of \$200,000USD. We also strongly recommend it cover cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience. We shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by affiliated tour operators or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. We cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by us such as hotels, home stays, vessels, expedition vehicles, or any other mode of transportation.

## **7. Inclusions**

The land price of your trip includes: all accommodation as listed in the Itinerary, all transport listed in the Itinerary, all meals as listed in the Itinerary and any additional excursions mentioned in the Itinerary.

## **8. Exclusions**

The land price of your trip does not include: international or internal flights, excess baggage charges, visa and other passport fees, travel insurance, alcoholic beverages, some meals as noted in Itinerary, optional activities and sightseeing and all personal expenses.

## **9. Cancellation by Traveler**

All monies received, above the non-refundable deposit, will be refunded if the cancellation is made 60 or more days prior to scheduled arrival date. If the client cancels less than 60 days in advance of the arrival day, or if the client does not show up, or leaves early for any reason no credit or refund is available. Trips are non-transferable.

Different fees may apply to airline tickets depending on the carrier being used. You are strongly advised to take out cancellation insurance at the time of booking which



will cover your cancellation penalties in some situations. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. Again, cancellation insurance may reimburse you for early departure under certain circumstances.

#### **10. Cancellation by Kids Play International**

Kids Play International reserves the right to cancel any program or event at any time for any reason. In this event, the client is given a complete refund. However, Kids Play International is not responsible for any expenses or damages incurred as a result of event/program cancellation including preparation costs, airline tickets, travel documents or other expenses. Again, travel insurance is always recommended.

#### **11. Flexibility**

The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

Furthermore, all activities are done at the sole discretion of each individual ability level and interest.

#### **12. Acceptance of Risk**

Kids Play International, Inc. and Trip Leaders are dedicated to ensuring the safety of all its guests, although all clients must assume the risk inherent in travel. Certain locations are remote and require additional travel time away from city centers and towns; as such, medical attention may not always be readily available. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our contacts in assessing whether the itinerary should operate. However, it is your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks involved with such travel.

Travelers involved in activities during the trip shall indemnify and hold Kids Play International, Inc. and their trip leaders, officers, agents and employees free and harmless from any and all claims, demands, lawsuits and expenses (including attorney fees) which may be incurred or which may arise out of travelers activities related to trip. Travelers expressly waives any and all claims for compensation and releases and discharges responsibility from above same from any and all demands, claims, lawsuits, actions of any kind and causes of action arising from any injury related to the audition.



Travelers represent that he/she has no injuries, physical conditions or physical limitations that could prevent he/she from doing the named Sport/athletic activity that is specified in the Itinerary. Travelers represents that he/she will attempt no activity that is unsafe or that is beyond his/her own physical capabilities or skills.

### **13. Limitation of Liability**

We contract with a network of companies to assist in the running of our trips. The tour operators have their own booking conditions, and you will be bound by those as far as the relevant transport provider is concerned. Some of those conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Copies of such conditions may be requested of us. Our liability will be limited to and shall not exceed that of its suppliers. We are not responsible for the acts and omission of our tour operators. To the fullest extent permitted by law: any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded; you release us and our officers, employees, agents and representative from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip.

### **14. Optional Activities**

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your trip leader or local representative in arranging optional activities does not render us liable for them.

### **15. Photos and Marketing**

You consent to us using images of you taken during the trip for advertising and promotional purposes. You grant us perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

### **16. Privacy Policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.

### **17. Arbitration**

It is agreed by and between the traveler and Kids Play International, Inc. that all disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, in and before a court located in Salt Lake City, Utah U. S. A. to the exclusion of the courts of any other state or county.



You agree that any dispute relating to this agreement, our brochure, our web site, any other literature concerning your trip, the trip itself or any claim for damages, injury or death which occurs during or in connection with the trip shall be resolved exclusively by IFFTA, The World Travel Dispute Center, Inc. Such proceedings shall be governed by Utah law. You waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration. You also waive the right to demand a jury trial in connection with any action or legal proceeding arising out of this agreement.

### **18. Applicable Law**

The laws of Utah, USA govern these Booking Conditions and any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Utah, USA.

### **19. INTERNATIONAL VOLUNTEER CODE OF CONDUCT:**

As a volunteer with Kids Play International Inc., traveling internationally to support the work of KPI's programs and partner organizations, each volunteer must diligently follow the guidelines outlined in the KPI International Volunteer Code of Conduct. These guidelines are put in place for the safety and well-being of our entire group of volunteers, and for the dignity and respect of the people that KPI serves.

Each volunteer will:

- Treat everyone with respect, integrity, courtesy and dignity.
- Represent KPI in an honorable fashion.
- Be flexible and open-minded when schedules or itineraries change or unavoidable complications arise.
- Share tasks equally with other volunteers in the group.
- Be sensitive and respectful to cultural and religious differences.
- Give priority to the needs and interest of the people KPI serves.
- Honor the rules and regulations of our host country and organization.

As a volunteer, I will not:

- Purchase, drink, or possess alcohol at any time during the KPI specified program times.
- Use, possess, or be under the influence of any drugs that are illegal in the United States and the designated host country.
- Compromise the safety of the rest of the group in any way.
- Stray from the group during the KPI specified program times.