

**Kewl Tours & Charters
Package Tours & Cruises
Terms of Service**

A minimum, non-refundable deposit is required at time of booking. \$50 for tours up to \$500 and \$250 or 10% (whichever is greater) for tours over \$500. Some tours and cruises have special deposit requirements that will be listed or provided at time of reservation.

The balance is due 60 days before departure on all tours, except cruises. Some earlier due dates may be required from some vendors and will be provided at time of booking.

Payment may be made by charging to clients' Mastercard, Visa, American Express, Discover, or by sending a check or money order. All rates are guaranteed upon deposit.

Please Send Payments To:

Kewl Tours
PO Box 217
Walkersville, MD 21793-0217
Attn: Accounts Receivable

Revision Fees:

A handling fee of \$25.00 per transaction will be assessed for any change or revision made to a reservation. A change of departure date within 90 days of departure will be treated as a cancellation and cancellation charges will apply.

Transfer and Cancellation Charges:

Cancellations of confirmed bookings and transfers to new travel dates both result in penalties and fees assessed by travel suppliers. If you have not purchased waivers, and you need to transfer or cancel for any reason prior to tour departure, the following cancellation fees will be assessed (see cancellation and unused services waiver fees, page 2):

- More than 60 days prior to departure: a non-refundable deposit will be retained
- 60 - 16 days prior to departure: 20% of total price
- 15 - 1 day prior to departure: 40% of total price
- Day of departure and after: 100% of total price

Minimum fees may be different, based on third party vendor's requirements.

Exceptions:

All Cruises and Package Tours supplied by a third party vendor (i.e. Cruise Line, Package Tour Operator) Ocean Cruise Tours (including Alaska and Hawaii) All international tour packages. Upon cancellation of transportation or travel services where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions above, you will be refunded 100%.

Cancellation Waiver and Insurance Plan:

Payment of a Per Person Waiver Fee guarantees a full refund of all payments (including deposit), except the Waiver Fee itself, made to Kewl Tours for travel arrangements in case of cancellation of your travel plans for any reason prior to seven days of departure. The Waiver Fee does not cover airline or show tickets.

Once on tour or cruise, if a passenger has to return home early due to personal illness, illness or death of a member of the immediate family, (physician's statement required), payment of the Waiver Fee to Kewl Tours guarantees a full refund for any unused land/cruise services after departure from the tour/cruise that are recoverable by Kewl Tours.

Exception: If you choose to cancel your cruise with Kewl Tours and you do travel on the cruise originally booked, no refund will be made by Kewl Tours for your cancellation.

The Waiver Fee does not cover any single supplement charges which arise from an individual's traveling companion electing to cancel for any reason prior to departure. In this case, the single supplement will be deducted from the refund of the person who cancels. Division of this charge between the two passengers involved is solely their responsibility. If insufficient funds are deducted from the canceling client, the traveling client will be charged the remaining portion of the single supplement.

Payment of the Waiver Fee (if chosen) must be received by Kewl Tours with your Deposit. The Waiver is non-transferable and valid for each applicant only.

Kewl Tours can assume no responsibility for and cannot be held liable for any wrongful, negligent or unauthorized acts or omissions of any travel agent or travel agency other than that of Kewl, Inc. itself, and its own employees.

When a client cancels prior to departure any due refunds are processed through the booking agent. Agent commissions are not protected if cancellation occurs prior to departure.

Cancellation Waiver and Insurance Plan Pricing:

Additional insurance, payable per person, is available from TravelGuard International, a division of AIG. Contact our office for forms or click the insurance link on the right sidebar or more information. Land Only "NO WORRIES" Cancellation Waiver is available on all Kewl, Inc. operated tours.

Community & Industry-Related Affiliations:

Kewl Tours is a member of the following organizations:

- American Bus Association
- United Motorcoach Association
- Maryland Motorcoach Association
- Virginia Motorcoach Association
- Frederick County Chamber of Commerce

Proof of Citizenship:

Proof of citizenship is required for all Kewl trips outside the U.S.A. All passengers should check with the appropriate foreign consulate for entry requirements. Passports and Visas are the responsibility of each client. Government issued identification is required for air travel. Please note: ALL non-US citizens MUST contact the appropriate consulate for entry requirements before traveling.

Departure/Security Taxes & Fees:

When purchasing transportation from Kewl Tours, various international departure and arrival fees are not included in the airfare or travel. We will add to your invoice charges for departure taxes and security fees. Other taxes/fees are to be paid upon exiting the country in local currencies. Please refer to the appropriate tour itinerary for details. Rates are subject to change and are approximate at the time of printing.

Explanation of Responsibilities and Tour Conditions For Kewl Tours:

Any person reserving or purchasing any Kewl product accepts the condition that Kewl Tours reserves to itself the exclusive right to change or cancel itineraries, hotels, and other tour components whenever it is deemed necessary. If this occurs, every effort will be made to offer alternate dates and/or programs.

Published times on itineraries are as accurate as possible but subject to change due to traffic, weather, mechanical and any other conditions beyond Kewl Tours's control that prevent Kewl Tours from operating as scheduled. Kewl Tours expressly disclaims any liability for any damages that may be incurred for any changes, cancellations or delays on any itinerary on any Kewl tour.

All rates on foreign tours are subject to fluctuations of currency and may be changed when necessary without advance notice prior to deposit.

All rates published are per person as indicated and are based on double occupancy when only one rate is shown. Reservations will be accepted subject to availability at the time of a request and will be considered confirmed only upon receipt of a minimum deposit. Child rates are available, on some trips, upon request. Please call for details.

Kewl Tours does not accept liability in the case of any passenger being denied boarding by any airline carrier due to the carrier's over-booking of a flight.

Travelers Needing Special Assistance:

Kewl Tours will make reasonable efforts to accommodate the special needs of tour participants. Such participants, however, should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are sharply limited.

It is strongly recommended that persons requiring assistance be accompanied by a companion who is capable of and totally responsible for providing the assistance. Neither Kewl Tours nor its personnel, nor its suppliers, may physically lift or assist clients into transportation vehicles. If a traveler thinks he or she might need assistance during a trip, he or she should call Kewl Tours to determine what assistance might reasonably be given. Kewl Tours cannot provide special individual assistance to tour members with special needs for walking, dining or other routine activities.

Baggage Disclaimer:

Although every effort is made to handle passengers' luggage as carefully as possible, Kewl Tours is not responsible for and does not assume liability or accept claims for loss of or damage to luggage due to breakage, theft or wear and tear through hotel and group carrier handling.

It is recommended for your own self interest and protection that you have adequate insurance to cover these eventualities. Check with your sales agent for low cost insurance to cover these risks.

Maps And Photos:

Maps shown on tour pages are current at the time of printing and may not reflect actual tour routing should the tour change.

Photos shown on tour pages are reflective of the area(s) visited, but may not be included in the actual tour itinerary.

General Disclaimer:

Neither Kewl, Inc., its affiliated entities and its and their employees, shareholders, officers, directors, successors, agents, and assigns (collectively "Kewl Tours"), own or operate any person or entity which is to or does provide goods or services for these trips. Because neither maintains any control over the personnel, equipment, or operations of these suppliers, Kewl Tours assumes no responsibility for and cannot be held liable for any personal injury, death, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the suppliers or other employees or agents, (2) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (3) any wrongful, willful or negligent act or omission on the part of any other party not under the supervision and control of Kewl Tours.

Other terms and conditions as ascribed by vendors may apply.

Additionally, responsibility is not accepted for losses or expenses due to sickness, lack of appropriate medical facilities or practitioners, weather, strikes, theft or other criminal acts, war, terrorism, computer problems, or other such causes. All services and accommodations are subject to the laws of the country in which they are provided. Kewl Tours reserves the right to make changes in the published itinerary whenever, in their sole judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of the tour. They reserve the right to withdraw any tour announced. Both parties reserve the right to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour manager to be in the best interests of the health, safety, and general welfare of the tour group or of the individual participant. Neither does Kewl Tours accept liability for any carrier's cancellation penalty incurred by the purchase of a non-refundable airline or other ticket to the tour departure city and return or otherwise. Baggage and personal effects are the sole responsibility of the owner at all times. Participants may be photographed for the promotional purposes of Kewl Tours. Payment of the deposit to Kewl Tours constitutes acceptance of these terms and conditions.

Arbitration:

I agree that any dispute concerning, relating, or referring to this contract, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in Maryland. Such proceedings will be governed by substantive Maryland law.

Special Offers and Discounting Policy:

Kewl Tours may periodically offer special deals on certain tours and departure dates. These special offers unless otherwise noted, are land only, valid on new retail bookings only and not combinable with any other offer. Please also refer to our Privacy Policy for more information.

Kewl Tours also has a policy on discounting. The Kewl policy is to not promise a discount of Kewl prices (either explicit or implicit). Percentage-off offers are prohibited, as are statements that say, "We discount Kewl tours." This policy is in effect for all types of online advertising, including (but not limited to) Kewl promotion on a company web site, search engine or email marketing campaign.

Kewl Tours maintains the right to refuse bookings from any partner who does not comply with this policy to our satisfaction.

For more information, call 1 866 kewlbus (539-5287) and mention promo code: TOL07