

## Terms and Conditions

### **In using this website you are deemed to have read and agreed to the following terms and conditions:**

The terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements. "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us" refers to our Company. "Party", "Parties" or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated service/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

### **Confidentiality**

The Personal Information Protection and Electronics Documents Act was enacted in 2001 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Clients' with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

### **Disclaimer**

#### **Exclusions and Limitations**

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, the Company:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the website and/or the Company's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### **Payment, Cancellation and Refunds Policy**

In order to secure your reservation you are required to pay a 20% non-refundable deposit of the total invoice amount within 10 working days of placing the reservation. Final payment of the total invoice amount (remaining 80%) is due 6 weeks (42 days) prior to arrival. You will not receive a reminder as the confirmation/invoice letter which you will

receive at reservation will show these amounts and the dates they are due. If we receive written notice (fax or e-mail) of the cancellation of your reservation up to 5 weeks (35 days) prior to the scheduled arrival date you will receive 50% of the rental amount and 100% of the tourist tax. If the accommodation is rented out for the exact period of time, 80% of the rental amount and 100% of the Tourist tax will be refunded. Payments may be made by electronic bank transfer through our secured PayPal link or MasterCard or Visa Credit Card.

### **Termination of Agreements**

Both the Client and ourselves have the right to terminate any Agreement for any reason, including the ending of any reservations that are already underway. Adherence to the Payment, Cancellation and Refunds Policy will be strictly enforced.

### **Availability**

Unless otherwise stated, services featured on this website are available to you at your will and discretion. All advertising is intended solely for the marketing of properties owned and operating by the Company. You are solely responsible for evaluating the use of any products or services offered through the Company. Redistribution or republication of any part of this site or its content is prohibited, including such any framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

### **Log Files**

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only with this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any different to that stated above without your explicit permission.

### **Cookies**

Like most interactive web sites this Company's website (or ISP) uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

### **Links to the website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set you above will apply to your use of this website by linking to it.

### **Links from this website**

We do not monitor or review the content of other party's websites which are linked to/from this website. Opinions expressed or materials appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher or such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. The Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

### **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

## **Communication**

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on our website.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of any agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The laws of Canada govern these terms and conditions. By accessing this website and using our services, you consent to these terms and conditions and to the exclusive jurisdiction of the Canadian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in the writing and signed by duly authorized representatives of the Company.

## **Notice of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

**These terms and conditions form part of the Agreement between the Client and ourselves. You're accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

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