



# Booking Request Form

**TOUR**

Starts in  on  ends in  on

Non Refundable Deposit per person to reserve your spot  Final Payment Due On

**PRIMARY CONTACT** (to whom all correspondence will be sent)

Full Name

Address  City

Prov./St.  Postal/Zip Code

Home Tel.  Other Tel.  Email

**PASSPORT INFORMATION** (for all travelling on this form). Fill in information EXACTLY as on passports.

#	Surname	Given Name(s)	Nationality	D.O.B.	Passport #	Expiry Date
1						
2						

If only one name filled out  I am sharing with \_\_\_\_\_  I am paying single supplement  
 I am willing to share

**INTERNATIONAL FLIGHTS**

I need assistance with booking my international flight to Delhi. I will be leaving from \_\_\_\_\_

I am also interested in optional pre and/or post tours to this trip.

**AGREEMENT & PAYMENT**

I have read and understand the Booking Terms and Conditions of both Journeys of Discovery and ICanGarden Tours (pages 4,5,6). I accept them on behalf of all members of my party listed above by whom I am duly authorised to make this agreement. I certify that I/we do not suffer from any disability or pre-existing medical condition which would prohibit full participation in the tour. Please accept my/our deposit(s) for tour and I/we agree to pay the balance no later than 70 days prior to departure.

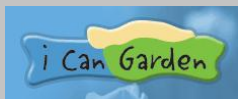
**Cheque Payable to:** Carlson Wagonlit Travel

**Form of Payment**  Visa  MC  Amex  Cheque

Card #  Expiry

Card Holder  Amount\$

\_\_\_\_\_  
Signature Date



# Booking Request Form

## INSURANCE

Item 10 of our Terms and Conditions (page 4) states that it is mandatory for our clients to have emergency medical insurance before travelling on any of our tours. We strongly recommend that you protect your tour investment with a comprehensive package insurance policy which will cover unforeseen circumstances prior to or during your trip such as medical emergencies, tour cancellation, flight delays, lost baggage and death in the family.

- YES.** I will purchase insurance. Please provide me with further details and advice for the appropriate insurance policy for my trip.
- NO.** I will take care of my own insurance and will provide proof of adequate emergency medical insurance for the trip.

### Insurance Waiver / Liability Release

I decline to purchase any travel insurance offered and explained to me by Carlson Wagonlit Travel. I, the undersigned will not hold Carlson Wagonlit Travel or its agents responsible for any expenses incurred from any sources as a result of 1) my refusal to purchase insurance from CWT at the time of initial deposit for the full amount and duration of the trip 2) credit card insurance coverage with a) restricted benefits, conditions and/or exclusions related to my credit card insurance b) insufficient protection offered by my credit card travel insurance c) non-existent coverage of my credit card travel insurance 3) any additional single supplement cost if my travelling companion is unable to travel and I still choose to travel 4) any additional costs such as increase in premium, change in medical condition or increase in supplier penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EMERGENCY CONTACT

While you are on tour, it might be necessary in an emergency for us to contact someone locally on your behalf. Please provide the name of such a person and their reachable contact details. Please advise the person that their name has been provided as your emergency contact while you are on tour.

Full Name  Relationship   
 Address  City  Prov./St.   
 Primary Tel.  Other Tel.  Email

**How did you hear about the tour?** gardeningtours.com  icangarden.com  newsletter   
 Ad in magazine  Referral  Other please specify \_\_\_\_\_



# Booking Request Form

## ANYTHING ELSE WE SHOULD KNOW

Are you celebrating any special occasion on this trip?  Yes  No

If Yes, Please provide details

Please fill in below anything else you feel we should know about you as we plan and make arrangements your trip.

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## PRIVACY POLICY

The information collected in this form about you is for the sole purpose of serving you better and ensuring we provide you with a great travel experience. We respect your privacy and are compliant with all federal and provincial laws for the safeguard of your personal information.

## RETURN PAGES 1,2 & 3

After you have filled out the form ensure you sign Page 1 and 2 (if you are not purchasing insurance from CWT).

Please fax or email the completed form to Donna. You will still need to send the original signed copy by mail to Carlson Wagonlit Travel.

Thank you.

**1. Fax:** 1.866.510.2240

**Email:** donna@icangarden.com

**2. Mail Original Signed Copy to:**

Carlson Wagonlit Travel  
481 University Avenue  
Toronto, Ontario M5G 2E9, Canada  
Toll Free: 1.888.298.1788



# Booking Terms & Conditions

## 1. The Tour Operator

The operator of this tour is MCI Travel Ltd., a limited company registered in the Province of Ontario with Head Office located at 481 University Avenue, Toronto, Ontario, Canada M5G 2E9. MCI Travel Ltd. is a registered Travel Agent and Tour Operator under the laws of Ontario Travel Industry Act 2002 (Reg. Retail 02326367, Wholesale 2710362) doing business under the brands Carlson Wagonlit Travel and Journeys of Discovery (JOD). The short form JOD will be used for the remainder of this document to refer to the above legal entity.

## 2. Reservation and Deposit

To secure a booking, JOD requires a completed and signed booking form together with a deposit of CAD \$400 per person (or as specified in the booking form) or full payment if travel is within 70 days. This payment is deemed to be confirmation that the client has read and accepts JOD Terms and Conditions. Clients booking and making payment by telephone, fax, email or over the internet will be deemed to have read the Terms and Conditions and accepted them. A booking is accepted and becomes definite only from the date when JOD has confirmed acceptance by issuing a written Booking Confirmation and Invoice. It is at this point that a contract between JOD and the Client comes into existence. Before your booking is confirmed and the contract comes into force, JOD reserves the right to increase or decrease tour prices. JOD reserves the right to decline any booking at their discretion. The contract is between JOD and the Client, being all persons named in the booking as travelling or intending to travel with JOD. The person making the booking (who is subject to these terms) warrants that he or she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions. No employee of JOD other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

## 3. Payment

The balance of all moneys due, including any surcharges applicable at that time, must be paid to JOD not later than 70 days before departure. In the case of non payment of the balance by the due date, JOD will treat the booking as cancelled by the Client.

## 4. Changes

Any changes to the original booking must be confirmed in writing by the person who made the original booking and be accompanied by an administration fee of CAD\$150 per booking in addition to the cost of any extra services required. While every reasonable effort will be

made to accommodate changes and additional requests, their availability cannot be guaranteed. A change of departure date and/or to another tour must be requested in writing by the person who made the original booking and must be accompanied by an administration fee of \$150 unless the request is within 70 days of departure in which case the cancellation fees will be applied as detailed in paragraph 6 below.

## 5. Substitution of Client

If any member of the party is prevented from travelling because of death, injury, or serious illness of a passenger, close relative or friend, redundancy, or jury service, it may be possible to transfer the booking to another suitable person provided that written notice is given at least one calendar month prior to departure. An administration fee of CAD\$150 per person will be levied plus any costs imposed by JOD's suppliers. Airlines may impose 100% cancellation charges plus the costs of a new ticket.

## 6. Cancellation

JOD reserves the right to cancel the trip at any time for any reason but endeavors not to cancel the trip less than 60 days before departure except for force majeure, unusual or unforeseen circumstances outside the company's control. In such circumstances, refund of all payments received by JOD shall constitute full settlement. JOD is not responsible for any additional costs incurred on revised travel arrangements, airline penalties and change fees, reissuance and extension of visas due to a trip being cancelled.

The Client may cancel the booking at any time provided that the cancellation is communicated to JOD in writing. Written notification is essential even if verbal notification to cancel has been given. Cancellation charges will be applied as shown below, calculated from the date the written notification is received by JOD (unless otherwise advised).

Date	Penalty per person
70 Days or more	Forfeit of deposit
69 to 35 days	50% of total cost
34 days or less	100% of total cost

In addition to the charges shown above, airlines may impose 100% cancellation charges. Note that certain trips may have different cancellation penalties which will be detailed on your invoice and will supersede the terms above. There will be no discounts or refunds for missed or unused services including voluntary or involuntary termination/ premature departure from tour.

## 7. Guaranteed Departures and Minimum Number

Trips which are not group tours are guaranteed to operate once the booking is confirmed in writing. Unless otherwise mentioned, all group tours are guaranteed to operate once the minimum number of participants are booked. Where minimum numbers have not been achieved on a given departure, the tour may be cancelled.

## 8. Tour Prices and Fluctuations

Prices are based on costs effective on the date of the brochure being published or the date a quote is given in writing. JOD reserves the right to change prices to take into account fluctuations in exchange rates, transportation costs, fuel costs, local operator costs, airfares, airport fees.

## 9. Changes to Itinerary

JOD will take every measure to ensure the accuracy of itineraries and operate all the tours as advertised. However circumstances beyond our control may necessitate changes to tour content and tour dates. JOD also reserves the right to change carriers and substitute hotels with properties of similar standard when necessary.

## 10. Travel Insurance

The tour price does not include any insurance coverage. JOD strongly recommends the purchase of a comprehensive package policy to protect your tour investment in the event of medical emergencies, lost baggage, tour cancellation, or any other unforeseen circumstances during or prior to the trip. Emergency medical insurance is mandatory for all Clients while on a tour organized by JOD. The policy should have a minimum medical coverage of US\$200,000 including personal illness, injury, medical expenses, repatriation expenses and evacuation expenses. Clients are wholly responsible for arranging their own insurance. JOD is able to assist Clients in obtaining a suitable insurance policy and where the Client declines to purchase the policy offered by JOD, he or she will be required to complete and sign an indemnity form absolving JOD of all possible liabilities that may arise due to the failure to take out adequate insurance coverage. The travel insurance coverage automatically provided with credit card purchases may not provide adequate coverage. Proof of adequate insurance will be requested at time of final payment. Failure to provide this may result in the Client's booking being cancelled.

## 11. Passports, Visas and Vaccinations

It is the responsibility of the Client to be in possession of a valid passport, visa permits, inoculations and preventative medicines as may be

# Booking Terms & Conditions

required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of JOD.

## 12. Age, fitness and participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour. No unaccompanied minors (those under 18 years of age) can be accepted on tours operated by JOD, however older teenagers maybe considered provided they are accompanied by a parent or a guardian who accepts full responsibility for them. JOD reserves the absolute right to decline a booking at their discretion. Clients agree to accept the authority and decisions of JOD's employees, tour leaders and agents while on tour with JOD. If in the opinion of such person the health or conduct of the Client before or after departure appears likely to endanger the safe, comfortable or happy progress of the tour, the Client may be excluded from all or part of the tour. In the case of ill health JOD may make such arrangements as it sees fit and recover the cost thereof from the Client.

## 13. Local Laws

All participants on tours operated by JOD are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve JOD of all obligations that they may otherwise have under these booking conditions.

## 14. Illnesses or Disability

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of the booking and make arrangements for the provision of any medication or other treatment which may be required during the tour. Failure to make such disclosure may constitute a breach of these booking conditions and result in such persons being excluded from the tour, in which case all moneys paid will be forfeited.

## 15. Customer Service and Feedback

If the Client has a complaint about any of the tour arrangements, the Client must bring it to the attention of the tour leader or other representative of JOD at the time so that they may attempt to rectify the situation. It is only if JOD is made aware of any problems that there will be the opportunity to make things right. Failure to complain on the spot will result in the Client's ability to claim compensation from JOD being extinguished or at least reduced. Should the problem remain unsolved a complaint must be made in writing to JOD within 30 days of the completion of the tour.

## 16. Acceptance of Risk

The Client understands and accepts that the proposed tour could travel to geographical areas where amongst other things, the standard of accommodation, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard the Client is used to at home. The Client also accepts that such areas can be subject to unfavourable political, health and climatic conditions.

## 17. Our responsibility

JOD (its owners, officers, agents and employees) acts only as agents for the operators, outfitters, owners, contractors and suppliers used in conjunction with its tour program. JOD accepts bookings on behalf of the client on the condition that JOD (its owners, officers, agents and employees) accepts no responsibility for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused by reason of defect or through the acts of default of any company or person engaged in carrying out arrangements of the tour.

## 18. Limitation of Liability, Release and Indemnity

The Client accepts the inherent risks of travelling on a tour with JOD and assumes full responsibility for any loss, injury, death or damage to them, their family or their dependants arising in connection with their participation or the participation of their family on JOD tours. Clients should have their own insurance appropriate to their needs and the needs of their family or dependants in respect of such loss, injury, death or damage. Although JOD endeavours to choose appropriate independent suppliers to provide services on the trips, JOD has no right to control their operations and therefore makes travel arrangements for the trips on the condition that JOD (its owners, officers, agents and employees) will not be liable for any act or omission of any independent supplier or any related third party. The services provided by independent suppliers are subject to the laws of the place where the services are provided and any conditions imposed by those suppliers. The liability of the independent suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

The cost of all JOD tours is based on the Client agreeing to this Limitation of Liability, Release and Indemnity. In consideration for participating in the trips, the Client agrees not to sue JOD (its owners, officers, agents and employees) in respect of, and forever releases them from, all

liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the tour including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of JOD, except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of JOD or their employees, guides, shareholders, officers or directors, in which case the Client retains the right to sue only JOD in respect of that conduct.

The Client further agrees that they will indemnify and hold JOD (its owners, officers, agents and employees) harmless in respect of any claims arising in connection with the tour made by: i) third parties, which arise from the misconduct of the Client; ii) the Client's family members, dependants or heirs, iii) third parties, which the Client, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from JOD; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of JOD, or their employees, guides, shareholders, officers or directors.

JOD reserves the right to decline accepting or retaining any Client whose health or actions in JOD's sole judgement impedes the operation of a trip or the welfare or enjoyment of fellow travellers. In further consideration for participating in the trip, the Client agrees that JOD, or their designate, may use any photographic or film records of the trips for promotional and/or commercial purposes, without any remuneration to the Client. The Client agrees to assign all right, title and interest they may have in or to any media in which their name or likeness might be used by JOD.

This Limitation of Liability, Release and Indemnity is binding upon all members of the Client's family, dependants, estate, heirs, successors and legal personal representatives. Any claim or dispute arising out of or relating to this Limitation of Liability, Release and Indemnity or its interpretation, the trip, or the Client's relationship with JOD will be resolved exclusively in the courts of the Province of Ontario and will be governed exclusively by Ontario law.

\_\_\_\_\_ End \_\_\_\_\_



# Terms & Conditions

## 1. Tour Minimum

Each tour is based and priced on a minimum of guests traveling. Please note, until the minimum number of guests have been achieved we do not recommend you complete the booking of your air travel unless it is fully refundable. If the minimum numbers are not achieved within 90 days of the tour departure date, ICanGarden Garden Tours reserves the right to cancel the tour and refund the deposits received.

## 2. Tour Cost

All prices quoted are per person in the currency noted. Prices are current as at time of printing/publishing and are subject to increases imposed by airlines, hotels and operators. Prices are subject to increase due to increase due to the fluctuations of various foreign currencies, increase in supplier charges, i.e. international and domestic airfares, as well as the introduction of new Government taxes. The cost of each tour is based on a certain minimum number of passengers traveling (please contact us prior to booking any air reservations) and is subject to confirmation of availability of space at hotels. Hotels and services offered are subject to change and no refund is given for services provided but not utilized.

## 3. Not Included

Return airfare, any meals/ beverages with meals/ sightseeing not specifically mentioned in the Itinerary, items of a personal nature, such as room service, mini bar, telephone calls and travel insurance.

## 4. Travel Insurance

We strongly recommend travel insurance to cover yourself for cancellation due to unforeseen circumstances, medical attention and loss of personal items. Upon receipt of your booking, Carlson Wagonlit Travel will contact you to assist you with our own preferred Insurance product. If you choose NOT to take out travel insurance with Carlson Wagonlit Travel, we will require a written declaration stating that this was your decision.

## 5. Physical Capacity

All passengers warrant that they have the physical capacity to participate fully in the tour without any assistance of the tour escort or other pas-

sengers. Due to the extent of walking and general travel involved in the tours, as well as difficulties with wheelchair access in the majority of gardens as well as some of the hotels/motels used, ICanGarden Garden Tours reserves the right to request a doctor's certificate from a passenger prior to or anytime during a tour to confirm that the passenger is physically able to undertake or continue the tour without any assistance from the tour escort or other passengers. ICanGarden Garden Tours, in its sole discretion, reserves the right to request a passenger cease the tour if, in the opinion of ICanGarden Garden Tours, its employees/agents, that a passenger is not physically able to continue the tour unassisted. In such event, ICanGarden Garden Tours, is not liable for any direct or indirect costs, losses or expense incurred by the passenger.

## 6. Passports Required

All travels require valid passports with an expiration date at least six months past the date of the return travel date.

## 7. Changes to itinerary

ICanGarden Garden Tours Office staff/ tour escort reserve the right to amend any part of the Itineraries at their discretion. Bad weather or any situation which may make conditions unsafe or uncomfortable, may result in changes to the itinerary. These decisions are final and may not be disputed before, during, or after the tour.

## 8. Sharing Accommodation / Travelling alone

If you are travelling on your own and prefer to share with another person, we are more than happy to assist in providing you a share partner. Share room arrangements are subject to availability. However, if this is not possible, or if one person in a twin share cancels, then a single supplement is payable by the other person.

## 9. Luggage

Check with your airline before leaving. In general it is advisable to keep your luggage to a weight that you will be able to carry or pull without assistance.

## 10. Pre-Departure Information

Suggested clothing and other helpful hints will be forwarded in due course.

## 11. Tipping

Our tours include tipping/gratuities to Coach Driver and/or Local Guides.

## 12. Terms and Booking Conditions / Liability / Responsibility

ICanGarden Garden Tours and its associated operators welcome the opportunity to provide a travel service to their clients. However persons who take advantage of this service do so with the knowledge that ICanGarden Garden Tours and their associated operators act only as intermediaries, whose function is to make reservations with companies or firms offering facilities for accommodation or coach travel associated with the travel industry. ICanGarden Garden Tours and its associated operators make every endeavour to ensure that the reservations and bookings which are made with such firms or companies, are in fact fulfilled by them. However, ICanGarden Garden Tours and its associated operators, whilst acting in good faith, does not accept any responsibility for default causing loss or injury to person or property whether by negligence or otherwise on the part of any company, firm or their employees or any individual providing any facilities for any person taking advantage of the travel service. Further, ICanGarden Garden Tours and its associated operators are not liable for any loss suffered by any person or any additional expenses caused or occasioned by delays due to adverse weather, unsuitable road conditions, illness, injuries, strikes, civil disturbances or whatsoever nature interfering with, altering or adding to the cost of the service or accommodation requested or booked.

\_\_\_\_\_ End \_\_\_\_\_

