

# Terms & Conditions

Kim Heflin Travel, LLC, is an independent contractor and affiliate of Travel Experts, Inc. As such, all travel arrangements made are subject to the following terms and conditions:

## CONSENT TO TERMS AND CONDITIONS

Access to and use of the services of Kim Heflin Travel, Inc. dba Kim Heflin Travel ("Kim Heflin Travel" and/or "our") and our website is subject to acceptance of these terms and conditions ("Terms and Conditions"). By accessing, using or obtaining any content, products, or services through our offices or through our website, you, the purchaser and/or traveler ("Customer" and "passenger" and "you/your") agree to be bound by these terms. PLEASE READ THE TERMS AND CONDITIONS BEFORE USING THIS WEBSITE. If you do not accept all of these terms, then please do not use our services or our websites. These Terms and Conditions govern the relationship between Kim Heflin Travel and you, the Customer. These terms restrict your rights and remedies and provide protection to Kim Heflin Travel, including warranty disclaimers and liability exclusions. By using Kim Heflin Travel services and this website you acknowledge and agree (a) this is a fair balance because this website is accessible by you conveniently and at no charge to access the website; and (b) if you do not agree or do not accept these Terms and Conditions, you can easily choose to not use this website or Kim Heflin Travel services. So, if anything is in these Terms and Conditions, including warranty disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use this website. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE THIS WEBSITE OR KIM HEFLIN TRAVEL SERVICES. No alterations to these terms and conditions may be made by any Kim Heflin Travel employee, advisor, representative or agent, unless in writing by an authorized officer of Kim Heflin Travel.

## TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight found <http://www.tsa.gov/traveler-information/acceptable-ids>. Examples: DHS-designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. Kim Heflin Travel strongly recommends that you take into account that certain countries will not admit a passenger, if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities, please see [https://help.cbp.gov/app/answers/detail/a\\_id/268/kw/travel](https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel). The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Customer to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier's website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

## INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements. (See: [http://travel.state.gov/travel/cis\\_pa\\_tw/cis/cis\\_4965.html](http://travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html)) Kim Heflin Travel neither controls nor warrants the issuance of visas related to applicable travel. It is Customer's responsibility to verify that all the visas required for your trip have been obtained, that the visas for each country are valid for the entry and exit dates of your visit, that your personal details are accurately reflected and that your passport is valid for at least six months beyond the completion date of your trip. Please note that even when a visa is issued, a traveler may be denied entry since each country's local immigration officials make the final entry decision. Several factors including past criminal record may contribute to the decision of the local immigration official(s). Should a visa not be issued, Kim Heflin Travel is not responsible for lost payments made toward the contemplated trip. We feel it is an invasion of privacy for any member of our staff to make such an inquiry. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. (See: <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>)

## RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. Kim Heflin Travel urges customers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

**BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, KIM HEFLIN TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.**

USE OF KIM HEFLIN TRAVEL FOR ACCESS AND INFORMATION FOR TRAVEL BOOKINGS. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with Kim Heflin Travel by any means, including our website in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of Kim Heflin Travel communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with Kim Heflin Travel is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by Kim Heflin Travel shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by Kim Heflin Travel and any supplier with whom you elect to deal, or with whom Kim Heflin Travel deals on your behalf, including but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Kim Heflin Travel debiting your account for any costs Kim Heflin Travel incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Kim Heflin Travel.

Customer authorizes Kim Heflin Travel to book on third party travel booking sites to fulfill Customer's travel requests. Customer ratifies Kim Heflin Travel's actions on Customer's behalf, including acceptance of such third party's terms and conditions, which limit Customer's rights, and Customer agrees to be bound by such actions.

In the event of any inconsistency or ambiguity of terms, Kim Heflin Travel shall benefit from the most favorable term(s) in each instance.

## **PAYMENTS AND CANCELLATION**

Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some cases there is NO REFUND once a booking is made and paid for. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to Kim Heflin Travel in writing. As a result of cancellation, Kim Heflin Travel's and third party supplier's cancellation penalties will apply, which are detailed in your travel documentation, this website, and each of the supplier's website. Cancellation penalties are advised at time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact your Kim Heflin Travel. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund.

## **AIR, CHECK-IN, SCHEDULE RECONFIRMATION. UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS**

In such event, it is the Customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. Kim Heflin Travel shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

## **LATE BOOKINGS**

Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

## **NO REFUND FOR UNUSED ARRANGEMENTS**

As Kim Heflin Travel's prices are oftentimes based on contract rates, there will not be any refund for any unused portion of a travel booking. Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed or the tour canceled.

## **CURRENCY FLUCTUATIONS**

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

## **ALTERATIONS TO CONFIRMED BOOKINGS**

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you at our applicable administrative charge, depending upon circumstances of the request.

## **HEALTH/SECURITY/TRAVEL DOCUMENTATION REQUIREMENTS**

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. Kim Heflin Travel shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Website <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov.us>, <http://www.ustreas.gov>, <http://www.cbp.gov> on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov> for non-USA citizens. (Customer is responsible to make Kim Heflin Travel aware when traveling on a passport from a country other than the USA.)

## **HAZARDOUS MATERIALS**

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's

person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant air line representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items> and [http://www.faa.gov/about/initiatives/hazmat\\_safety/](http://www.faa.gov/about/initiatives/hazmat_safety/)

## **INSECTICIDE NOTICE**

All passengers are referred to always check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the DOT's website, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

## **E-TICKETS**

E-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

## **LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE**

Kim Heflin Travel acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of Kim Heflin Travel. Customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions are contained in printed form and are set forth on their respective websites, which govern the transaction. All bookings are accepted by Kim Heflin Travel as agent for the disclosed travel suppliers on your itinerary. The transportation, accommodations and other services provided by the identified sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective websites. BECAUSE KIM HEFLIN TRAVEL ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE KIM HEFLIN TRAVEL IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. KIM HEFLIN TRAVEL HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH KIM HEFLIN TRAVEL'S OFFICE OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF KIM HEFLIN TRAVEL'S CONTROL, AND YOU HEREBY EXONERATE KIM HEFLIN TRAVEL FROM ANY LIABILITY WITH RESPECT TO THE SAME.

The Americans with Disabilities Act ("ADA") is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. A qualified and physically able companion must accompany travelers who need such assistance. Motorized scooters are unsuitable for many trips. Transportation services, including many tour motor coaches, are not equipped with wheelchair ramps.

Kim Heflin Travel will make every effort to honor the price as originally quoted, however; under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components. Prior to full payment, prices including US air transactions or air tours (in, to, or from the US) could increase for certain travel services, including the following: a seat, carriage of passenger baggage, applicable fuel surcharge, or an increase in a government imposed tax or fee. US air transaction or air tour prices will not increase after making full payment, except for charges resulting from government imposed taxes or fees. Certain suppliers reserve the right to increase prices to cover increased costs, fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Customer expressly acknowledges acceptance of these conditions applicable to purchase and authorizes Kim Heflin Travel to charge Customer's credit card for such additional amounts. This consent applies to all travel arranged by Kim Heflin Travel for Customer, and may be revoked at any time with respect to future travel for which Customer has not yet made payment. Five (5) years following the date of Customer's last travel booking, this consent expires.

Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of Kim Heflin Travel's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Kim Heflin Travel. Kim Heflin Travel reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or retain as a member any person of any tour at any time. Kim Heflin Travel shall not assume any responsibility for any air and/or ground schedule changes.

KIM HEFLIN TRAVEL HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CUSTOMER AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM KIM HEFLIN TRAVEL WILL BE LIMITED TO THE COMMISSION AND FEES PAID BY CUSTOMER AND ACTUALLY RECEIVED BY KIM HEFLIN TRAVEL IN THE PAST TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

**FORCE MAJEURE.** "Force Majeure" means, in relation to Kim Heflin Travel, any circumstances beyond the reasonable control of Kim Heflin Travel, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

Kim Heflin Travel shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If Kim Heflin Travel and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip. Payment of any refund by Kim Heflin Travel to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Kim Heflin Travel shall use its reasonable efforts to reimburse you where possible. However, Kim Heflin Travel shall be entitled to deduct



from any refund recoverable the reasonable actual and potential costs to Kim Heflin Travel of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, once Kim Heflin Travel has investigated the prevailing situation, as it deems fit, it shall remain in Kim Heflin Travel sole and absolute discretion whether to proceed with your trip. You may in such circumstances cancel the trip subject to Kim Heflin Travel and each supplier's terms and conditions.

## **TRAVEL INSURANCE**

KIM HEFLIN TRAVEL OFFERS ACCESS TO MANY OPTIONAL PRODUCTS AND SERVICES TO ENHANCE EVERY TRAVEL EXPERIENCE. OPTIONS SUCH AS TRAVEL INSURANCE PROTECT PASSENGERS AND THEIR INVESTMENT. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded and Kim Heflin Travel's and travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Kim Heflin Travel. Employees of Kim Heflin Travel are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

## **ALTERATIONS IN TRAVEL PLANS**

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of Kim Heflin Travel and subject to each supplier's terms and conditions. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one.

## **PHOTOGRAPHS/VIDEOS**

Kim Heflin Travel reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video. Kim Heflin Travel may use the photograph/video in publications or other media material produced, used or contracted by Kim Heflin Travel, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

Any person desiring not to have their photo taken or distributed must contact [kim@kimheflintravel.com](mailto:kim@kimheflintravel.com) in writing of his/her intentions and include a photograph.

## **NO COPYING OR EDITING**

No material from this website may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold or distributed in any way, without our prior written consent. You may not frame or mirror any material on this website on

any other server or other location. Unauthorized use of any such material on any other website or computer environment or elsewhere is prohibited.

## **PRIVACY POLICY**

At all times your information will be treated in accordance with Kim Heflin Travel's Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at [www.kimheflintravel.com](http://www.kimheflintravel.com)

## **RESERVATION OF RIGHTS: CHANGES TO THESE TERMS**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website after any changes to the Terms constitutes your consent to the changes.

## **ACCESS TO PASSWORD PROTECTED/SECURED AREAS**

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this website may be subject to prosecution.

## **RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY**

We reserve the right to correct errors and offers are subject to availability.

1. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and Kim Heflin Travel with respect to travel bookings made with Kim Heflin Travel by any means accessing such information, including its' website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**COMMENT POSTINGS** You are solely responsible for your own comments, the consequences of posting those comments, and the consequences of any reliance by you on the comments of others. By submitting your comment, you hereby give Kim Heflin Travel the right, but not the obligation, to post, edit, exhibit, webcast, re-use, publish, reproduce, use, license, print, distribute or otherwise use your comment(s) and accompanying personal identifying and other information you provide via all forms of media now known or hereafter devised, worldwide, in perpetuity.

Kim Heflin Travel has no responsibility for the content of any messages, information or materials uploaded, posted, distributed, or transmitted by anyone who uses [www.kimheflintravel.com](http://www.kimheflintravel.com) or other websites owned and operated by Kim Heflin Travel. However, Kim Heflin Travel retains the right, but not the obligation, in its sole discretion, to monitor, review, edit, delete or refuse to post any third-party content that Kim Heflin



Travel, in its sole discretion, deems to be objectionable, in violation of these Terms and Conditions, or for any other reason or no reason. Kim Heflin Travel reserves the right to disclose any information as necessary to satisfy any law, regulation or governmental request.

1. The content of the website [www.kimheflintravel.com](http://www.kimheflintravel.com) or other sites owned and operated by Kim Heflin Travel, includes without limitation, copyrighted materials, trademarks and other proprietary information, text, software, photos, video, audiovisual recordings, graphics, music and sound. The entire contents of the website [www.kimheflintravel.com](http://www.kimheflintravel.com) or other sites owned and operated by Kim Heflin Travel are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. Kim Heflin Travel owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to Kim Heflin Travel. Third-party content providers own the copyright in content that is original to them.

## **E-MAIL UPDATES**

Kim Heflin Travel may provide e-mail news service or other prompts to new content available. Your use of such content received through the e-mail news service will be subject to these Terms and Conditions.

## **ADDITIONS AND CHANGES**

You agree to review these Terms and Conditions on a regular basis to be aware of Changes (as defined herein) and any notices we may send to you. Kim Heflin Travel has the right, at any time, to: (a) add, change or discontinue any aspect or feature of this website and any other data, including, but not limited to, content, availability and equipment needed for access or use; (b) impose, change or modify its Terms and Conditions applicable to your use of the this website, subscription services, or any part thereof; and/or impose, change or modify the terms and conditions of these Terms and Conditions ("Changes"). Such Changes shall be effective immediately upon notice by posting the Changes on Kim Heflin Travel's website or by any other method of notice it deems appropriate.

FOR YOUR INFORMATION. USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING ANY USE OF THE CONTENT OR ACCURACY. WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTY THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS. WE ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information on this site is current only as of the date it is posted.

## **SECURITY AND PRIVACY**

Any passwords used for registration on this site are for individual use only. You may not share your password with anyone. You are solely responsible for the security of your password and any use of the services by anyone else with whom you share your password. We may monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we may require it to be changed or we may end your account.

If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate all suspected violations of these Terms and Conditions.

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS KIM HEFLIN TRAVEL FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KIM HEFLIN TRAVEL DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER KIM HEFLIN TRAVEL OR LAW ENFORCEMENT AUTHORITIES.

You hereby certify that you are at least 18 years old. If you are under 18, please do not use [www.kimheflintravel.com](http://www.kimheflintravel.com) or any of our other services. We do not knowingly collect any personally identifiable information from any person under 18 years old.

## GOVERNING LAW

These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Pennsylvania, notwithstanding any conflicts of law, and the American Arbitration Association and shall bind and inure to the benefit of you and us. Any controversy of claim or dispute arising out of or relating to these Terms and Conditions, or the breach thereof, shall be settled by arbitration in Birmingham, Alabama, and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to his or her attorney's fees and associated costs paid by the other party. You irrevocably waive any rights to bring or participate in any class action related in any way hereto. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. Use of the Kim Heflin Travel website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation, this paragraph. These Terms and Conditions constitute the entire agreement relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this website will govern the items to which they apply. We may revise these Terms and Conditions at any time.

**REGISTERED TRADEMARK NOTICES** Kim Heflin Travel and [www.kimheflintravel.com](http://www.kimheflintravel.com) are either registered trademarks or trademarks of Kim HeflinTravel, Inc. in the U.S. and other countries. Kim Heflin Travel, Inc. is not responsible for content on websites operated by parties other than Kim HeflinTravel, LLC. If you are aware of an infringement of our brand, please let us know by e-mailing us at [kim@kimheflintravel.com](mailto:kim@kimheflintravel.com).

The information and images contained on this website, including downloadable files, are protected by copyright. Apart from any fair dealing for the purpose of private study, research, criticism or review, as permitted under the Copyright Act 1968, no part may be reproduced or reused for any other purpose without due acknowledgement and advance permission of the copyright holder.

The content on this website is provided for information purposes only. While every effort has been made to ensure the accuracy and completeness of this information, Kim Heflin Travel makes no guarantee and accepts no responsibility for any errors or omissions it may contain. This website also offers links to other Internet sites which are outside of Kim Heflin Travel's control. It is the responsibility of users to make their own decisions about the accuracy, reliability, and correctness of information contained on these sites.

Copyright 2011 to Present

All Rights Reserved, Kim Heflin Travel, LLC