



Wind Waves and Wands Vacations

Booking Terms & Conditions

Loyal Treatment Travel Company Ltd.

Doing Business As Wind Waves and Wands Vacations

Proposed Effective Date: October 12, 2026

1. Introduction and Application

These Booking Terms & Conditions govern travel arrangements made through Loyal Treatment Travel Company Ltd., operating as Wind Waves and Wands Vacations (the "Agency").

These terms apply to reservations arranged through the Agency and its authorized travel advisors, including affiliated independent contractors and advisors operating under separate business names or Doing Business As (DBA) designations when acting on behalf of the Agency.

These terms should be read together with:

- The Wind Waves and Wands Vacations Guest Travel Agreement.
- The Wind Waves and Wands Vacations Guest Privacy Policy.
- Applicable travel supplier booking conditions and documents.
- Booking-specific quotations, invoices, disclosures and payment authorizations.

The Agency will make applicable terms available to guests before a booking is finalized, as required by law.

2. Role of the Agency and Independent Travel Suppliers

Wind Waves and Wands Vacations arranges travel services provided by independent suppliers, which may include airlines, cruise lines, hotels, resorts, tour operators, transportation companies, excursion providers and insurance companies.

Unless expressly stated otherwise, the Agency acts as an intermediary in arranging these services and does not own, operate or control the independent suppliers.

Each supplier is responsible for providing its contracted travel services in accordance with its applicable terms and legal obligations.

The Agency is not responsible for the independent acts or omissions of suppliers except to the extent responsibility arises under applicable law or from the Agency's own conduct.

Guests acknowledge that supplier-specific conditions, restrictions and policies may apply to their reservations.

3. Quotations, Pricing and Availability

All quotations are based on supplier pricing, availability and applicable charges at the time the quotation is prepared.

Unless otherwise indicated, quoted prices may be affected by:

- Availability and inventory changes.
- Supplier price adjustments.
- Currency exchange fluctuations.
- Taxes, government charges and levies.
- Fuel surcharges and other applicable fees.
- Changes to requested travel services.

The Agency will disclose the applicable total price and any required charges in accordance with relevant laws.

A quotation does not guarantee availability or pricing until the supplier confirms the reservation under its applicable booking conditions.

After confirmation, any permitted price changes are subject to supplier terms and applicable consumer protection requirements.

Where Ontario's travel pricing rules apply, no price increases are permitted after full payment, and qualifying cumulative price increases exceeding 7%, excluding specified sales-tax increases, give the customer the right to cancel and obtain a full refund.

4. Deposits, Final Payments and Payment Deadlines

Deposit amounts, final payment dates and payment schedules are generally established by the relevant travel supplier.

Guests will be informed of applicable payment requirements before booking.

Payments must be received and successfully processed by the required deadlines.

Failure to meet a payment deadline may result in cancellation, forfeiture of deposits or other supplier-imposed penalties, subject to applicable law.

The Agency may establish an earlier administrative payment date to allow sufficient processing time, provided this is communicated to the guest.

Guests remain responsible for ensuring that valid payment arrangements are in place.

5. Payment Authorization

Guests must provide valid payment authorization before the Agency processes a payment on their behalf.

To help prevent missed final payment deadlines, the Agency may request authorization to process final payments up to seven (7) days before the supplier's required payment date.

The authorization will identify the applicable payment arrangements, including the amount or authorized amount parameters, payment method and timing.

The Agency will not treat the general acceptance of these Terms & Conditions as unrestricted authorization to charge a payment method.

Where a payment authorization has not been received, has expired, is declined or cannot be processed, the Agency will make reasonable efforts to contact the guest using available communication methods.

These may include email, telephone, text message or a previously established messaging platform.

However, the Agency cannot guarantee that a guest will receive or respond to every communication before the supplier's deadline.

The guest remains responsible for ensuring that valid authorization and payment arrangements are provided on time.

The Agency is not responsible for losses caused solely by a guest's failure to provide timely authorization or valid payment details, except where otherwise required by law or where the Agency's own acts or omissions create liability.

6. Agency Service Fees

Wind Waves and Wands Vacations generally provides complimentary concierge-style planning services for eligible reservations booked through the Agency.

Certain services may require a professional service fee, including arrangements for which the Agency does not receive supplier compensation.

Where applicable, the Agency will disclose:

- The nature of the service.
- The amount of the fee.
- When payment is required.
- Whether the fee is refundable or non-refundable.
- Any applicable conditions.

Such disclosure will occur before the relevant services are provided or the booking is completed, as required by law.

Agency service fees are separate from supplier-imposed charges unless expressly stated otherwise.

7. Changes, Amendments and Cancellations

Requests to modify or cancel reservations are subject to supplier policies, availability and applicable law.

Changes may result in additional costs, including:

- Supplier amendment fees.
- Cancellation penalties.
- Fare differences.
- Rebooking charges.
- Applicable agency service fees previously disclosed.

Cancellation penalties may increase as the departure date approaches.

Some travel arrangements, including promotional rates, restricted fares and certain deposits, may be non-refundable.

Guests should review the specific cancellation and refund conditions applicable to their reservation before authorizing payment.

The Agency will assist in submitting eligible requests but cannot guarantee approval, refunds, credits or exceptions to supplier conditions.

8. Refunds and Travel Credits

Refund eligibility is determined by applicable supplier conditions, contractual obligations and consumer protection laws.

Where a refund is approved or legally required, processing timelines may depend on the supplier, payment processor or financial institution.

The Agency will make reasonable efforts to assist guests with refund inquiries and provide available status information.

Travel credits, future travel certificates and vouchers may be subject to expiration dates, restrictions, transfer limitations or other supplier conditions.

Guests are responsible for reviewing and complying with the applicable terms.

9. Travel Insurance

Travel insurance is strongly recommended for all travellers.

Before booking, the Agency will advise guests of the availability of relevant travel insurance, including trip cancellation and out-of-province health insurance where applicable.

Available coverage may include:

- Emergency medical expenses.
- Emergency medical evacuation.
- Trip cancellation and interruption.
- Travel delays.
- Lost or delayed baggage.
- Supplier default, where covered.

The Agency works with Manulife to offer eligible insurance products, subject to applicable licensing, eligibility and product requirements.

Guests should review policy wording, coverage limits, exclusions, pre-existing condition provisions and eligibility requirements before purchasing insurance.

Insurance claims and coverage determinations are the responsibility of the insurance provider.

Guests who decline insurance are responsible for financial risks not otherwise covered, subject to applicable legal rights.

An insurance acknowledgement or waiver may be requested separately.

10. Passports, Visas and Travel Documentation

Guests are responsible for obtaining and maintaining all travel documentation required for their itinerary.

Requirements may include:

- Valid passports and identification.
- Visas.
- Electronic travel authorizations, including eTA, ETA or ESTA where applicable.
- Vaccination or health documentation.
- Parental consent or custody documentation for minors.
- Other documents required by government authorities or travel suppliers.

Passport validity requirements vary by destination, citizenship, transit point and supplier.

Some destinations require additional passport validity beyond the intended travel period, while others have different requirements.

The Agency will provide required pre-booking disclosures and reasonable travel documentation guidance based on information supplied by the guest.

Guests must advise their advisor if they are travelling with a passport, citizenship or immigration status different from that assumed in the guidance provided.

Final responsibility for obtaining and presenting required documentation remains with the traveller.

The Agency is not responsible for losses resulting solely from a traveller's failure to obtain required documents, except where applicable law imposes responsibility on the Agency.

11. Accuracy of Traveller Information

Guests must provide complete and accurate booking information.

Names, dates of birth and other identifying details must correspond with the travel documents that will be used.

Guests must review confirmations and notify the Agency promptly of discrepancies.

Changes to names or other booking information may be restricted or subject to supplier fees.

Where inaccurate information was supplied by a guest, associated correction charges or losses may be the guest's responsibility, subject to applicable law.

12. Health, Medical Fitness and Pregnancy

Travellers are responsible for assessing their fitness to travel and complying with applicable medical, health and supplier requirements.

Some suppliers impose restrictions relating to pregnancy, medical conditions, mobility requirements or the need for medical clearance.

Guests should consult an appropriate healthcare professional regarding medical suitability for travel.

Relevant medical or accommodation requirements should be communicated to the Agency sufficiently in advance to permit appropriate supplier inquiries.

The Agency does not provide medical advice or guarantee medical suitability, treatment availability or supplier approval.

13. Accessibility and Special Accommodations

The Agency is committed to assisting travellers with accessibility and accommodation needs.

Guests are encouraged to disclose relevant requirements before booking so that suitable travel arrangements can be investigated.

With appropriate consent, the Agency may communicate necessary information to suppliers.

Accessibility features and accommodations are subject to supplier confirmation and may differ between destinations.

The Agency cannot guarantee the availability or suitability of particular facilities, services or accommodations unless expressly confirmed by the responsible supplier.

Nothing in these terms limits applicable accessibility or human rights protections.

14. Travel Advisories and Destination Conditions

Guests are encouraged to review official government travel advisories before booking and throughout their travels.

Travel advisories may address health risks, entry restrictions, safety concerns, political instability, natural disasters or other conditions.

Relevant resources include:

Canada: <https://travel.gc.ca/travelling/advisories>

United States: <https://travel.state.gov>

The Agency will communicate material destination conditions where required by law and where relevant information is reasonably available.

Guests are responsible for making informed travel decisions and following applicable laws and official instructions.

15. Airline, Cruise Line and Supplier Changes

Travel suppliers may modify services for operational, safety, regulatory, weather-related or other reasons.

Changes may include:

- Flight schedules and routes.
- Aircraft or transportation equipment.
- Cruise itineraries and ports of call.
- Accommodation assignments.
- Dining, entertainment or onboard activities.
- Excursions and transportation schedules.
- Operating hours and available amenities.

Supplier changes are governed by applicable contractual and legal requirements.

The Agency will make reasonable efforts to communicate material changes of which it becomes aware and assist guests in understanding available options.

Any entitlement to refunds, alternatives or compensation will be determined by applicable law and supplier obligations.

16. Cruise Travel

Cruise reservations are subject to the cruise line's passenger contract, booking conditions, embarkation requirements and operational policies.

Cruise lines may modify itineraries, ports, schedules and onboard experiences when permitted by their contracts and applicable law.

Guests must comply with boarding deadlines, identification requirements, age restrictions, medical policies and other applicable cruise line conditions.

Guests are responsible for reviewing the relevant cruise line's passenger contract and travel documentation requirements.

17. Independently Booked Travel Arrangements

The Agency is not responsible for the performance of services that guests arrange independently and that are outside the Agency's agreed scope of services.

Such arrangements may include separately booked flights, accommodations, excursions, transportation or other activities.

Guests accept responsibility for coordinating independently arranged services with their Agency-booked itinerary.

The Agency is not responsible for disruptions or losses caused solely by those independently arranged services, except where responsibility arises under applicable law or from the Agency's own conduct.

18. Special Requests

The Agency may assist guests with special requests, including connecting rooms, bedding preferences, dietary arrangements, celebrations and accessible accommodations.

Requests are subject to supplier policies and availability.

A request is not guaranteed unless confirmed by the supplier.

Guests should not rely on an unconfirmed special request as an assured feature of their reservation.

19. Events Beyond Reasonable Control

Certain events may occur beyond the reasonable control of the Agency or travel suppliers.

These may include severe weather, natural disasters, public health emergencies, government restrictions, border closures, labour disruptions, civil unrest, terrorism and other extraordinary circumstances.

Such events may affect the availability or performance of travel services.

The Agency will make reasonable efforts to assist guests in communicating with suppliers and identifying available options.

Responsibility for refunds, alternate arrangements or losses will be determined by applicable contracts and laws.

This provision does not remove rights or obligations that cannot legally be excluded.

20. Guest Responsibilities

Guests are responsible for:

- Providing accurate booking and traveller information.
- Reviewing all travel confirmations and documentation promptly.
- Meeting payment deadlines.
- Obtaining required travel documentation.
- Complying with applicable health and entry requirements.
- Arriving at airports, cruise terminals and other departure locations on time.
- Following supplier policies and local laws.
- Advising the Agency promptly of material changes or errors.
- Reviewing insurance options and making informed coverage decisions.

Guests should contact their advisor promptly if they require clarification concerning their responsibilities.

21. Credit Card Disputes and Chargebacks

Wind Waves and Wands Vacations is committed to addressing guest concerns fairly and promptly.

If a billing concern, refund dispute or other booking issue arises, we encourage guests to contact the Agency so that we may investigate and assist in resolving the matter.

Where appropriate, the Agency may communicate with the relevant supplier or payment processor on the guest's behalf.

A chargeback does not automatically cancel supplier contractual obligations or guarantee a refund. Thus chargebacks are not permitted.

Guests should understand that cancellation penalties and other legitimate charges may remain applicable.

Nothing in these Terms & Conditions restricts a guest's lawful right to dispute a credit card transaction, request a chargeback, seek reimbursement or pursue remedies available under consumer protection legislation or payment card rules.

22. Photographs, Reviews and Testimonials

Guests may choose to share photographs, reviews, testimonials or travel experiences with the Agency.

Submission of such material does not automatically grant unrestricted permission for promotional use.

The Agency will obtain appropriate permission before using identifiable guest content in marketing or promotional materials.

Additional consent may be required for images involving children.

23. Privacy and Confidentiality

The Agency collects and handles personal information in accordance with its separate Guest Privacy Policy and applicable privacy legislation.

The policy also addresses the handling of guest information by authorized affiliated travel advisors acting on behalf of the Agency.

Guests are encouraged to review the policy before providing personal or sensitive information.

24. Limitation of Liability

Wind Waves and Wands Vacations arranges travel services supplied by independent third parties.

To the fullest extent permitted by applicable law, the Agency is not liable for losses, delays, cancellations, injuries, expenses or other damages caused solely by independent suppliers or events beyond the Agency's reasonable control.

This may include supplier operational decisions, transportation disruptions, accommodation issues, itinerary changes and other circumstances outside the Agency's management or control.

However, the Agency remains responsible for its own acts and omissions to the extent required by applicable law.

Nothing in these Terms & Conditions excludes or restricts liability for the Agency's own negligence, misrepresentation, breach of statutory duty or other conduct where such liability cannot lawfully be excluded or limited.

Any legally permissible limitation of liability must be interpreted in accordance with applicable consumer protection and travel industry legislation.

Guests are encouraged to obtain appropriate insurance to protect against travel-related risks.

25. Complaints and Dispute Resolution

Guests are encouraged to bring concerns to the attention of their travel advisor or the Agency as soon as reasonably possible.

We will make reasonable efforts to investigate complaints, explain relevant supplier conditions and assist in identifying appropriate resolutions.

Guests may also have rights to seek assistance from applicable regulatory authorities, consumer protection organizations, courts or other dispute-resolution bodies.

Nothing in these terms prevents guests from exercising rights or remedies available under applicable law.

26. Governing Law

These Terms & Conditions are governed by the laws of Ontario and the applicable laws of Canada, subject to mandatory consumer protection provisions and other laws that may apply to particular guests or transactions.

Nothing in this provision is intended to deprive a consumer of legal protections that cannot be waived by contract.

27. Severability

If any provision of these Terms & Conditions is found to be invalid or unenforceable, that provision will be limited or severed to the extent required by law.

The remaining provisions will continue to apply to the extent legally permissible.

28. Acceptance of Terms

Guests will be provided with or given access to these Terms & Conditions before completing their reservation, as required by law.

By signing or electronically acknowledging the Guest Travel Agreement and Booking Terms & Conditions, the guest confirms that they have had an opportunity to review the documents and ask questions.

Payment of a deposit or other amount may provide additional evidence of acceptance where legally appropriate, but does not replace any disclosures or consent required by law.

A guest booking on behalf of others confirms that they have authority to provide the relevant information and accept applicable terms on their behalf to the extent of that authority.

Additional supplier agreements and separate payment or insurance authorizations may apply.

29. Contact Information

Wind Waves and Wands Vacations

Loyal Treatment Travel Company Ltd.

Email: customer-care@windwaveswands.com

Telephone: 416-450-4937

Website: www.windwaveswands.com

Applicable regulatory registration details and the Agency's registered business address should be included in booking documents and other communications as required by law.