



**TOURS OF
EXPLORATION**

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BC Reg #3401

TERMS AND CONDITIONS

Each participant must agree to these terms and conditions in order to participate in a Tours of Exploration trip. These conditions apply to the exclusion of other terms or conditions unless they are set out in the booking process and agreed upon by both parties.

1. RESERVING YOUR TRIP: To reserve your trip, you should complete the booking form and send it with a deposit of \$400 per person. We accept cheque, credit card (Visa or Mastercard), money order, bank draft or wire transfer. Cheques, money orders, or bank drafts should be made payable to Tours of Exploration. If you wish to send a wire transfer, advise us of your intent and we will provide the necessary banking details. All deposits are non-refundable and non-transferable unless specified in the itinerary. Occasionally, a trip may require a higher deposit. You will be notified in writing at time of booking should this be the case. The balance is due 70 days prior to departure. Some tour programs require payment 120 – 70 days prior. We will notify you at time of booking if this is the case. If the full payment is not received by 70 days prior to departure, Tours of Exploration reserves the right to treat the Participant's booking as cancelled. Prices are subject to change without notice, however, once your holiday is paid in full, you are guaranteed against future price increases provided no change is made to the original booking. A Waiver Form must also be completed before participating in some programs. We will confirm your trip, and send a detailed itinerary, invoice and pre-departure package that includes a "what to bring" upon receipt of the deposit.

2. THE BOOKING CONTRACT: The Participant must provide all required information forms and waivers, signed and completed in full along with the first deposit. The Participant agrees to provide full, complete and accurate information when completing the information forms and waivers. A booking cannot be confirmed until all requested booking forms are received, and deemed complete, by Tours of Exploration.

3. CANCELLATION: Land cancellation fees (days prior to departure): 70 days or more: \$400 non-refundable deposit. 46 to 69 days: 50% of land cost is non-refundable. 0-45 days: 100% non-refundable. No shows or unused portions of trips will not be refunded. All prepaid airfare is subject to the cancellation policies of the airline and might include a processing fee. In the wake of the pandemic, some flexibility exists in these non-refundable conditions. We will notify you of the cancellation terms for your program at time of booking. Notice of cancellation must be confirmed in writing to us stating the reasons for cancellation. In the event of cancellation, all tickets, passes and vouchers MUST be returned to our office before a refund can be processed.

4. IF YOUR TRIP GETS CANCELLED: Tours of Exploration reserves the right to cancel or postpone any trip due to Force Majeure or any other circumstances beyond its control. Tours of Exploration also reserves the right to cancel any trip if sign-up is inadequate and the group size does not meet the minimum

if a minimum group size is required. In these cases, Tours of Exploration will work to offer a future date for the same or comparable trip. When Tours of Exploration is able to postpone the trip to a new date, a full tour credit will be offered to the participant for a future trip date within two years of the original date. In the event that this Force Majeure or other uncontrollable circumstance leads the Participant to choose to cancel the trip rather than accept the credit for a future trip, our general refund terms and conditions will be applicable. We endeavor to work with suppliers in an attempt to recover some costs, but Tours of Exploration cannot guarantee all refunds or credits. Any partial refund will take into account administrative costs and supplier costs that cannot be recovered. For full coverage, Participants are encouraged to have insurance coverage that covers all scenarios.

5. TRAVEL ARRANGEMENTS: Tours of Exploration strongly recommends that the Participant make no travel arrangements leading up to the point of departure, make any connecting travel that is non-refundable or non-modifiable or incurs penalties or costs in respect to visas or vaccinations until Tours of Exploration has confirmed the booking itinerary and dates.

6. RESPONSIBILITY AND ASSUMPTION OF RISK: Tours of Exploration, (a division of Directions in Travel Specialty Tours Inc.) its affiliates, assignees and cooperative agents, act only as agents for the client with respect to the tour and vacation services offered. They cannot be held responsible or liable for any failure in such services or personal injury, delay, accident, illness, loss of personal property, strikes, armed conflict, natural disaster or additional expenses incurred due to weather, disruption of advertised schedules or other causes beyond their control. If Tours of Exploration is prevented from performing any of its obligations due to Force Majeure or other circumstances beyond its control, Tours of Exploration will be under no liability whatsoever to the Participant. The right is also reserved to accept or reject any person as a Participant and to make changes in the itinerary wherever deemed necessary for the comfort and safety of the patrons, and to cancel a tour at any time. When reserving a trip through Tours of Exploration, the Participant agrees that the agency shall not be liable for any damage, loss or expense occasioned by any act or omission of any supplier providing services to any person. While every effort is extended to ensure a safe, enjoyable trip, remote and adventure travel is not without some risk. For this reason, Tours of Exploration, its affiliates, agents and designated local agents cannot assume responsibility for injury to passengers, illness or loss of personal belongings. We recommend that Participants have a medical check-up, be in good health and have adequate travel, cancellation and medical insurance. Upon reserving a tour, signing information and waiver forms, and sending a trip deposit, the Participant assumes all the hazards of adventure vacations and activities as his or her own personal risk. Travel documents, as well as compliance with

customs regulations are the Participant's responsibility. Tours of Exploration will endeavor to appoint reputable local suppliers to comply with all the applicable laws and regulations concerning health and safety in the regions where tours are operated. These may limit and exclude liability of the supplier. The liability of Tours of Exploration will not exceed that of any supplier of any tour component. The components that make up each Tours of Exploration tour shall be delivered solely in reference to the regulations and laws concerning health and safety in the applicable jurisdiction where a tour component is operated.

7. INSURANCE: Tours of Exploration is not liable for loss, damage or theft of luggage or personal property, for injury, accidents, illness or Force Majeure. The purchase of insurance against such eventualities, including COVID-19 is strongly recommended, as is the coverage against possible cancellation fees. Tours of Exploration requires guests to purchase medical, trip interruption and cancellation insurance. Insurance should cover COVID-19. Further details regarding insurance can be provided.

8. HEALTH, FITNESS AND MEDICAL CONSIDERATIONS: You must be in reasonably good health to participate on a Tours of Exploration program. It is the responsibility of each Participant to ensure that Tours of Exploration is advised, at the time of booking, of any medications, medical conditions or health issues. Tours of Exploration guides have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable of continuing and/or if a trip member's continued participation jeopardizes the group or his/her own safety. Under these circumstances, refunds are not given. The Participant is responsible for taking the necessary precautions to immunize / vaccinate for the destination they are traveling to. Tours of Exploration is not a medical provider or facility and has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation. Some tours take place in remote areas where limited medical or hospital facilities exist. Hospital facilities for serious problems are often unavailable and evacuation can be prolonged, expensive and difficult. Tours of Exploration assumes no liability regarding provision of medical care. By signing your Trip Reservation Form, you agree to pay for emergency evacuation and emergency medical care. Emergency evacuation should be included in your medical insurance policy.

9. BROCHURE ACCURACY: We have attempted to make our brochures accurate. However, changes might occur for reasons beyond our control. The right is reserved to alter the itinerary when necessary, provided the travel facilities or other services are of the same standard or value. Where this is not possible, a price adjustment will be made. All prices are based on tariffs and currency exchange rates valid as of September, 2021 and are subject to change at any time prior to departure. Trips may differ in terms of tour inclusions. A list of tour inclusions and exclusions will be provided at time of booking.

10. TRAVEL STANDARDS: Your tour will be fascinating and rewarding but you should understand that it is a journey through remote areas with different standards and conditions on the provisions of utilities, services and accommodations than those you are familiar with at home.

11. YOUR OBLIGATION AS A TRIP MEMBER:

- Prepare for the trip by familiarizing yourself with the trip itinerary and preparation materials sent by Tours of Exploration.
- Bring appropriate gear and clothing as advised on your 'what to bring' list.
- Obtain all necessary visas and ensure that your passport is valid for six months beyond the completion date of the trip.
- Act in an appropriate and courteous manner befitting to the customs of countries you visit.
- Respect the countries visited by using environmentally safe products, staying on established trails, respecting the cultures you encounter and the environments that you travel through.

12. LIABILITY: The Participant must communicate at the earliest opportunity, in writing, to Tours of Exploration in the event of any loss, death, injury or illness caused by the negligent acts and/or omissions of Tours of Exploration or any third-party suppliers of any services that form part of The Booking Contract. Any complaint must be received no later than 30 days after the completion of trip. Tours of Exploration limits its liability, where applicable, through any terms and conditions expressly incorporated in this Booking Contract. The agreement and rights and obligation of the parties will be construed and take effect in accordance with and be governed by the laws of British Columbia.

13. SEVERABILITY: If any part of a condition is unenforceable or void by operation of law, then such term or condition shall be deemed severed from these Terms and Conditions or amended accordingly only to allow all remaining terms and conditions hereof to survive and continue as binding.

14. PRIVACY: We abide by the strict laws governing client privacy. We do not capture and store personal information about individuals except where you voluntarily choose to give us your personal details when you inquire about or book a trip. In this instance, the personal data you give to us will be used exclusively for providing you with your travel booking.

15. PHOTOGRAPHIC AND VIDEO RECORDS: Tours of Exploration reserves the right to take photographs or video footage of any of its trips, and to use such photographic or video material for promotional and/or commercial purposes.

16. EMAIL NEWSLETTER: We will add your name to our email newsletter list that will include a monthly communication. Should you not wish to be on our email list, please indicate this on your booking form. You may remove yourself from the email newsletter at any time.

17. CONSUMER PROTECTION ACT: Tours of Exploration, (a division of Directions in Travel Specialty Tours Inc.) is licensed by the Business Practices and Consumer Protection Authority (now doing business as Consumer Protection BC) reg. # 3401

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