

## TERMS & CONDITIONS

*Terms and conditions for Ellison Travel & Tours' customized tours, and those of its divisions and associates where Ellison Travel & Tours (herein referred to as 'The Company') is the licensed tour operator, including but not limited to: Travel With Bradley; Broad Escapes Tours for Women; Billy's Best Bottles; Jill's Table; Eddington's Adventure Culinary Tours are outlined below.*

For travel services and packages booked by The Company through another supplier that are not part of a packaged tour, payment, and cancellation terms are subject to the terms and conditions of that supplier. Please speak with your travel consultant for more information.

### 1. PAYMENT, CANCELLATION & INCLUSIONS

**1.1 Deposits & Payment:** Deposit amounts vary according to the tour booked. Forms of payment will be outlined by your travel consultant. Verbal authorization of the use of your credit card commits you to your reservation whether or not you have signed a credit card draft. Provision of payment constitutes acceptance of all terms and conditions.

#### 1.2 Payment & Cancellation Terms

- Payment schedule and terms vary by tour – please see payment schedule specific to your tour.
- Any add-on travel components that are not part of the tour cost, such as air or cruises are subject to their own supplier terms and conditions and cancellation penalties.
- Tours will be cancelled or postponed if Canadian 'Do Not Travel' advisories apply to the destination or The Company deems it unsafe to travel to the destination, in which case, all monies paid will be transferred to a future travel credit.
- For tours where a minimum tour participant number is required, if minimum tour participant numbers are not reached, the tour will be cancelled and all monies will be refunded.
- Cancellation Insurance is highly recommended for all trips. Medical Insurance and/or proof of COVID-19 vaccine or other required vaccines may be required by the supplier and destination and is the responsibility of the traveller.

**1.3 Goods & Services Tax:** The Canadian Government's G.S.T. and/or H.S.T. **may** apply to the cost of your tour. Your travel consultant will advise of the additional G.S.T./H.S.T. charges, if any, that apply to the cost of your tour. The Company reserves the right to pass any Government changes to the tax structure on to the consumer.

**1.4 Price Guarantee:** Once the deposit is paid, the tour cost is guaranteed, however price increase permitted to cover any unexpected costs over which The Company has no control, such as fuel surcharges, government taxes, currency and country visas. In the event of a surcharge, clients will be advised of any surcharge on their tour and if a rate increase of more than 7% is necessary, clients may cancel with no penalties. No price increases are permitted after the customer has paid in full and no surcharges will be added within 30 days prior to departure.

**1.5 Currency:** Price advertised must be in Canadian currency unless clearly specified otherwise. Tour is payable in Canadian dollars unless otherwise stated on your invoice.

**1.6 Baggage:** Maximum baggage allowance and size varies per tour, cruise or airline. Most motorcoach tours are limited to one large suitcase per person. All hand luggage must be carried personally aboard the motorcoach or aircraft. The Tour Manager and Coach Driver supervise the transfer of luggage to and from the motorcoach and every effort is made to handle luggage as carefully as possible. The Company cannot assume liability for loss, theft or damage due to breakage, fire, water, etc.

**1.7 Gratuities/Tips:** Please refer to your list of tour inclusions for details.

## 2.0 OTHER IMPORTANT TRAVEL INFORMATION

**2.1 Insurance:** The Company strongly recommends the purchase of Trip Cancellation and Interruption Insurance, and Comprehensive Assistance, Health Coverage, Individual Accident Coverage, and Baggage and Personal Effects Insurance. Travel insurance must be extended if you deviate from your group itinerary (when permitted) as insurance must be covered for your entire time of travel. Details are available from your travel consultant.

**2.2 Proof of Citizenship/Documentation:** A valid passport is required for international travel. Citizens of other countries or landed immigrants should check with their travel consultant for requirements. Passengers must have valid passports for travel abroad and visas for some countries. Passports may be required to be valid for a period of time beyond your return date.

Canadians travelling out of province are required to be in possession of the correct documentation for such travel and failure to do so will result in participants being denied boarding and returned home at the expense of the traveller. Air transportation requires government issued identification. The Company does not accept responsibility for passengers who do not meet identification, visa and passport requirements. Entry to another country may be refused even if the required information and travel documents are complete. The country you are entering has the sole discretion to deny entry.

**2.3 COVID-19:** The parties acknowledge that the COVID-19 pandemic has had an unprecedented impact on the travel industry, the movement of persons and the ability for persons to assemble in groups, and that the impact of COVID-19 may continue into the future. The parties expressly acknowledge and agree that, notwithstanding any other provision contained herein: (A) any governmental or administrative restriction, action, advisory, order, guideline, regulation or law imposed, taken or enacted in response to COVID-19, whether imposed, taken or enacted prior to, during or following the consummation of this agreement (collectively, Governmental Action) that (i) renders the performance of The Company's obligations under this agreement illegal, impossible or in conflict with a Governmental Action, or (ii) results in a traveller's inability to attend all or any portion of their itinerary, constitutes a force majeure event (B) in the preceding circumstances, as these constitute acts beyond the sole control of The Company, no refunds will be made or payable by The Company. Due to the unprecedented and constantly evolving situation of COVID-19 globally, signing of a separate COVID disclaimer/waiver may be required by all clients prior to booking and/or departure. Covid-19 Vaccinations (as with other vaccinations) may be required by suppliers and destinations and it is the responsibility of the traveller to ensure these requirements are met. Cancellation due to not meeting these requirements are subject to regular cancellation terms. Please discuss any questions with your travel consultant.

**2.4 Departure Points & Times:** If motorcoach transportation is included in your tour price, departures are from points indicated on your itinerary and are subject to change as required.

**2.5 Performances & festivals:** If your tour is booked for the purpose of, or to include a performance or festival and the performance or festival is cancelled, the rest of the tour will carry on as planned. If required to cancel, all cancellation terms will apply.

**2.6 Mobility:** In purchasing your tour, you attest that you have the physical fitness and mobility required to participate. If you have concerns, please request additional details about your journey from your Ellison Travel consultant and disclose your mobility issues.

**2.7 Promotional Photography:** The Company reserves the right to take photographs during the operation of any tour and to use them for promotional purposes. By booking travel with The Company, tour members agree to allow their images to be used in such photographs. Tour members who prefer that their images not be used are asked to identify your concerns prior to departure to their travel planner or tour leader at the beginning of their tour. For student tours involving minors, it is the responsibility of the schools to obtain permission related to use of photos for marketing purposes.

### 3.0 ACCOMMODATION & STANDARDS

**3.1 Hotel Accommodation:** All hotels listed in itineraries have been confirmed at the time of printing and are subject to change. On most tours, TWIN refers to two persons sharing one room with two beds; however, in some areas, only one double bed may be available, so please specify at time of booking if you wish two separate beds. TRIPLE or QUAD usually refers to three or four persons sharing one room with two double beds, all with private bath. Please note that local customs may require a change in the type of accommodation provided.

**3.2 Standards:** There may be different living standards and practices, and different standards and conditions with respect to the provisions of utilities, services and accommodation outside Canada. Information on “relevant laws and customs and documentation” is contained in the supplier(s)’ brochure, or is obtainable through tourist offices, consulates, etc. of the applicable destination.

**3.3 Damage of Property:** Clients must immediately report any pre-existing damage in your room to accommodation staff and/or an Ellison Tour Manager. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must indemnify The Company for the full amount of any claim (also including legal costs) made against us. The Company is not responsible for any costs incurred concerning a guest removed from a trip or aircraft, ship or train. Guests agree not to hold The Company, or any of its related entities liable for any actions taken under these terms and conditions.

**3.4 Behaviour:** The Company is committed to providing the best service and experience possible, The tour organizer reserves the right to decline any person as a member of the tour at any time before or during the tour should such person's presence be considered detrimental to the interest, comfort and enjoyment of the other tour members. This may include (but is not limited to): a. verbally abusive or offensive language towards anyone; b. bullying behaviour; c.

inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence; d. excessive consumption of alcohol or intoxication; e. the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor); f. failure to comply with Tour Managers' (including a representative's) reasonable direction; g. the possession, carriage or use of dangerous items (such as weapons); h. breaking the law of the Country in which you are travelling; and i. any behaviour or conduct which brings The Company into disrepute or damages its goodwill.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with The Company. Persons leaving the tour during operation will not receive a refund of unused services or compensation for costs incurred as a result of leaving the tour.

#### **4. LIABILITY**

**4.1** The safety and welfare of each of our travellers is of utmost importance to The Company. The Company acts solely as organizer of the tours outlined herein and is responsible for making all reservations and charting the routes as outlined but it is expressly understood and agreed between the tour organizer and the passengers that The Company or its respective employees, affiliates, directors, successors, representatives and assigns, shall not be held liable for:

- a) non-performance on the part of any hotel, airline, cruise line, motor coach company or other provider, or accommodation for any act or omission that is not directly attributed to the neglect of the tour organizer;
- b) any delays, misconnections, loss, damage or injury to persons or property or for mechanical defects or failure, however caused or for any substitution of hotels or carrier equipment beyond the control of the tour operator, or for any additional expenses occasioned thereby;
- c) any inconvenience, loss of enjoyment, upset, disappointment, distress or frustration whether physical or mental however caused, except where caused directly by the tour operator;
- d) any additional costs incurred or any ancillary loss sustained as a result of cancellations or delays of tours caused by inclement weather conditions, acts of God ('Force Majeure'), or any other event, which result in one or more persons being unable to continue or complete the tour through no direct fault of the tour organizer. The tour organizer reserves the right to make any changes before or during the tour for the comfort, safety and enjoyment of the passengers and it is agreed and understood that any increase in costs occasioned by such change shall be paid by the passengers or any decrease in costs occasioned by the change shall be refunded to the passenger.

**4.2 Force Majeure:** Except where otherwise expressly stated in these conditions, The Company cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected, or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force Majeure". In these conditions, "force Majeure" means any event in which The Company or the supplier of the service(s) in question could not, even with all due care, control or avoid. Such events may include but are not limited to: an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); industrial disputes, work ban or other labour dispute or difficulty; acts of terrorism, political unrest, war or threat of war, riots or civil strife; failure or delays to scheduled transportation and the closure of airports or ports; pandemic, epidemic or health risk; governmental and

administrative actions (including closure of borders and travel warnings and restrictions), or other events out of our control.

**4.3 Acceptance of Risk:** The decision to travel is your choice and you are responsible for your personal safety abroad. You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts when available) and obeying all posted signs and oral or written warnings regarding health and safety. Neither The Company nor its Third Party Suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

**4.4 Third Party Suppliers:** The Company makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although we take all reasonable care in selecting Third Party Suppliers, The Company is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions whether negligent or otherwise. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and The Company does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

**4.5 Waiver of Liability:** The Company, its agents and all passengers agree that conditions set out herein are part of the terms between the passenger and the tour organizer. Acceptance of the ticket for the tour or any deposit given to the tour organizer represents acceptance by the passenger of all the aforementioned conditions. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.