

Booking Conditions

When you make a booking, you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party. Your contract will be with Canadian Battlefield Tours. A contract will exist as soon as we issue a confirmation invoice in response to your request for a booking and the deposit has been paid by you.

BOOKING YOUR TOUR

1. Bookings are made with us directly on-line and should be secured with a deposit of \$CAN150 per person per tour paid at time of booking. The balance is payable no later than 56 days (8 weeks) before the tour commencement date. This deposit is non-refundable unless we cancel your tour. We reserve the right in our absolute discretion to refuse to accept any booking without specifying a reason. If you are booking within 56 days of departure, then full payment is required at the time of booking. Your booking is taken to be confirmed, and accepted, in respect of all persons travelling, when we issue a confirmation invoice.
2. All correspondence and communications will be sent to the email address of the first person listed on the booking form, unless you specify otherwise. Balance of all payments is required at least 8 weeks prior to your tour departure date. If you do not pay within this period we may have to treat your booking as cancelled in which case we have the right to withhold your deposit.
3. Alterations or cancellations by you after your booking has been accepted will be subject to the provisions of the appropriate following clauses of these terms and conditions.
4. The price of your chosen tour will be displayed on our website. Once you have accepted this price and a booking has been confirmed, that price is guaranteed and will not be subject to variation or surcharges unless you require changes to be made to your booking.
5. You must clearly state all your requirements at the time of booking. If you or anyone named on your booking want to change any aspect of your booking you must tell us as soon as possible, preferably in writing. We will do our best to accommodate your changes but cannot guarantee to be able to do so. There may be an additional charge for changes.
6. If any changes have occurred, a new invoice will be provided to you which will specify all costs associated with your booking including any cancellation/change fees.
7. If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative or any other reason which we accept as significant, we may agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the tour, provided reasonable written notice (at least 21 days) is given to us of the intention to transfer the booking before the date of departure.

CANCELLATION BY YOU OR US

8. Cancellation of a booking by you must be made in writing or email and sent to Canadian Battlefield Tours, and confirmed by Canadian Battlefield tours in writing. This avoids any misunderstanding. We will not treat a booking as cancelled until written or email notice is received by us (fax or email is acceptable). If the cancellation is received 56 days or more before departure, only the deposit is forfeited and any other payments made upfront will be refunded. If the cancellation is within 56 days of the departure date, the following charges will apply:

<u>Days before departure</u>	<u>% tour costs forfeited</u>
Over 56 days	Deposit
56-29 days	40%
28-14 days	60%
13-8 days	80%
7-0 days	100%

CANCELLATION OR MODIFICATION BY US

9. Every effort will be made to operate all tours as advertised but it must be remembered that our tours are planned many months in advance. We often use independent suppliers such as transport companies etc., over whom we have no direct control. On occasions, changes do have to be made and we reserve the right, at our discretion, to modify or cancel any tour, accommodation or arrangement at any time. Most of these changes are minor. However, if we consider them a material modification we will endeavour to advise you as soon as reasonably possible and if you accept them, they will form part of the contract between you and us.

10. In the case of any material modification or cancellation, we will, if possible, provide you with the following three alternatives:

- (1) an alternative tour of equivalent or superior quality and equivalent price, if available on another date;
- (2) an alternative tour of a lower quality together with a refund of the difference in price between the package purchased and the substitute package; or
- (3) cancellation with a full refund of all monies paid including your deposit.

11. A material modification is one which has a serious effect on your tour and includes, for example, a change of departure date, departure point, or change of departure time of more than twelve hours, which may, depending on your circumstances, cause substantial inconvenience to you.

14. We will use our best endeavours not to materially modify or cancel the tour within 56 days of the date of departure unless compelled to do so because of circumstances beyond our reasonable control (referred to as "force majeure" as described in clause 27 below). If material modification or cancellation is made to your tour within 56 days of the departure date for reasons other than force majeure or non-payment by you, and you wish to accept these changes, you will receive compensation in accordance with the following table:

A. Period before scheduled departure date that we notify you or your travel agent of material modification or cancellation.

B. Compensation offered per booking

A.	B
Over 56 days	nil
56-29 days	\$CAN 30
28-14 days	\$CAN 45
13-7 days	\$CAN 60
6-0 days	\$CAN 125

15. Certain tours may require a minimum number of participants and in the event that there are insufficient participants by the date falling six weeks before the scheduled departure date, we will be entitled to cancel the tour upon informing you that we are doing so, whereupon all monies paid by you for your Canadian Battlefield Tours tour shall be refunded to you, but no further compensation will be paid.

16. We reserve the right to alter or substitute the type of vehicle mentioned in our advertising, depending

on the number of participants on the particular tour or tour, which may vary from tour to tour. In general, for a group tour the minimum group size is 15 clients.

OUR LIABILITY TO YOU

17. Subject to clauses 20 and 21 below, we accept responsibility if due to fault on our part, any part of your tour arrangements that occur after your Canadian Battlefields Tours tour has commenced is not as described in our publicity, or not of a reasonable standard. We also accept liability if you or any member of your party is killed or injured as a direct result of an activity forming part of those tour arrangements failing to be as described and of a reasonable standard.

18. We do not accept responsibility if and to the extent that any failure of your tour arrangements, or death or injury is not caused by any fault of ours, or our agents or suppliers; but is attributable to your own acts or omissions, or to the acts or omissions of a third party unconnected with your tour arrangements or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by us, our servants, agents, or suppliers even with the exercise of all due care.

19. For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is two times the price you as the person affected, paid for your tour excluding insurance premiums and exchange fees). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your tour.

20. Subject to clause 17 above, if any failure in your tour arrangements or damage arising from the non-performance or improper performance of the services involved in your tour relates to, or if you or any member of your party is killed, injured or becomes ill during or as a result of, carriage by coach or other road transport forming part of the tour arrangements booked before departure in your trip with us, our liability to pay compensation and/or the amount of compensation we will pay is limited in accordance with the liability of the carrier under any international convention which governs such services.

International Conventions which may apply include, but are not limited to, the Geneva Convention 1973. http://treaties.un.org/doc/Treaties/1994/04/19940412%2005-26%20AM/Ch_XI_B_26p.pdf

The terms of these conventions are incorporated into and form part of your contract with us. You should also be aware that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay to you in the event of damage, death or personal injury. You should also know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to you and limit compensation under international conventions.

21. If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we may make to you.

22. Where, as a result of circumstances beyond our control, we are obliged to change or end your tour after departure, but before the end of your tour, we will not pay compensation or reimburse you for expenses incurred. You should have adequate travel insurance for your tour and claim via your insurance company for any loss or out-of-pocket expenses you incur as a result of the change or premature end to your tour. In the event that any claim is made directly with us and notwithstanding these terms and conditions we are held to be responsible for that claim, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in clause 20 above.

23. If Canadian Battlefield Tours becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of force majeure) or, alternatively, you will be

returned to your point of departure and the company will, where appropriate, pay compensation. No compensation is payable in the case of force majeure.

24. Every effort will be made to operate the tours as advertised, but there may be a necessity to vary the itinerary, or delays may occur for a variety of reasons beyond our control. You will therefore need to undertake the tour of your choice with a flexible attitude.

25. All Our tours are conducted in English.

26. No refund can be made for services not used once the tour has begun, howsoever this eventuality may be occasioned, including where you decide to leave the tour early. The final decision on the itinerary and the content of the tour will be taken by the Tour Manager or Tour Guide, as appointed by us, taking into account the interests of the group as a whole.

EXCLUSION OF LIABILITY

27. Force Majeure

27.1 We do not accept liability for any loss, damage or expense resulting from a force majeure event.

Force majeure means unusual and unforeseeable circumstances beyond our reasonable control or the control of our suppliers, the consequences of which neither us nor our suppliers could avoid even with all due care, including, but not limited to, war or terrorist activities, threatened or actual, civil unrest, riot, industrial action, threatened or actual, adverse weather conditions, fire, flood, drought, natural or nuclear disaster, closures, unforeseen alterations to public transport schedules, changes imposed by rescheduling of aircraft or boats, unavoidable technical problems with transport, machinery or equipment, power failure, epidemic or outbreaks of illness or any other event outside our control the consequences of which could not have been avoided even if all due care had been exercised, which either delays or extends the tour, compels a change in the tour arrangements or its cancellation.

27.2 We will not accept responsibility for any client who contravenes any law or regulation of any of the countries visited while on the tour.

28. Health and Medical Conditions

If you, or any member of your party have a medical condition or disability which may affect your tour you must tell us at time of booking so we are able to advise as to the suitability of your chosen arrangements. We may ask you to complete a medical assessment form to assist us. If we reasonably feel we are unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or ask for the person to be accompanied by a person who is able to provide full assistance to them throughout their tour.

YOUR RESPONSIBILITIES

29. You must comply with all Government laws, regulations, local customs and foreign exchange regulations of each of the countries visited whilst on tour. Should we detect any contravention of any relevant law, regulation or custom, you may be asked to leave the tour without a refund of the tour fees you have paid.

30. No passenger will be permitted to embark or continue on the trip while their mental or physical condition is, in the reasonable opinion of any representative of Canadian Battlefield Tours, or any Tour Guide, hotel manager, or other person in authority, such as to render him or her incapable of caring for himself or herself, or whereby their behaviour is causing danger to themselves or to other passengers, damage to property, or persistently affecting the enjoyment of others. We reserve the right to terminate your tour immediately in such a situation.

31. We will not be responsible for expenses resulting in such persons being precluded from completing the tour for any reason, nor will we be able to refund them any part of their trip cost.

32. In all cases we will notify you of the situation and the reasons why we have taken any action against or towards you. We will have no obligation to arrange for your return to the point of departure.

33. Please ensure you carefully read your confirmation invoice, tickets or any other documents we send to you as soon as you receive them, and contact us if any information appears to be incorrect. We regret that we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of us sending them to you. While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made solely by us and where there is good reason for you not contacting us within the specified time.

34. Each passenger is responsible for ensuring that all necessary travel documents (e.g. passports, visas, vaccination certificates etc.) are valid and effective. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the tour as planned because of incorrect or missing personal documents.

35.

35.1 It is a condition of booking that you and all members of your party take out comprehensive travel insurance before you travel on your Canadian Battlefield tour and that it is adequate for your needs. Your insurance must include cover for cancellation, medical and repatriation expenses, personal injury, death, cover for loss of baggage, money and valuables, personal liability, delay, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not sufficiently comprehensive to cover these things. Your travel insurance should be taken out at time of booking. For travellers on tours within the European Union who are residents of member states of the European Union, you should take with you your European health Insurance Card, but this is not a replacement for the travel insurance described above and may only assist you in obtaining emergency treatment.

35.2 Each passenger must provide us with details of their travel insurance, including the name and address of the insurer, the policy number and the 24 hour emergency contact number shown on the policy.

35.3 Each passenger must provide us with the name, address and telephone number of their next of kin or someone else not travelling with them, who should be contacted in case of an emergency.

36. You also agree to indemnify us against all third-party actions taken against us in respect of actions, accidents or damages caused by or to you arising from your participation in the tour.

37. In the event of you making a claim against us for services rendered on your trip, you agree to sign over to us, any rights to take action against the supplier or any other person or party that you have a complaint or legal right against and to co-operate fully with us should we or our Insurers wish to enforce those rights which have been assigned to us.

38. In the event of you not making a claim under your insurance policy by the date falling 5 days before the maximum length of time permitted by your policy for making claims, you shall assign, by letter sent by special delivery post to us not less than 5 days prior to the said specified maximum time, the benefit of the insurance policy to us and give immediate notice of such an assignment to the Insurer.

COMPLAINTS

39. In the unlikely event of any dissatisfaction with the accommodation or any other services provided by us, you must report it immediately to your Canadian Battlefields Tour manager or Tour Guide so that prompt efforts can be taken to find appropriate solutions to the problem. It is unreasonable to take no action whilst on tour, but then write a letter of complaint upon return. Failure to notify the Guide of any problem immediately or at the earliest opportunity in writing or any other appropriate form, may result in your ability to claim compensation from us being extinguished or at least reduced.

40. Any complaint made to us after the tour has finished should be made in writing within 28 days of tour completion. In the event you do not notify us in writing within 28 days, this may affect the company's ability to investigate your complaint and may impact on the way that your complaint is dealt with. In consequence, this may affect your rights under this contract.

DATA PROTECTION

41. Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements, is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of our party are aware of our booking terms and conditions and this privacy policy, and that they consent to you acting on their behalf in your dealings with us. We have measures in place to protect the personal booking information held by us. However, in order to make your booking and ensure that your travel arrangements run smoothly, we may need to use the information you provide to us and pass it on to relevant suppliers. The information may also be provided to public authorities such as customs or immigration for security and anti-terrorism purposes, if required by them, or as required by law. We will only pass your information on to persons responsible for your travel arrangements.

42. This applies to any sensitive information that you give to us such as details of any disabilities, dietary requirements or religious beliefs. If we cannot pass this information on to the relevant suppliers, whether in the EU or not, we will be unable to provide your booking and we cannot accept your booking. In making this booking, you consent to this information being passed on to the relevant persons. You have the right to ask us in writing for a data subject access request to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any requests should be addressed to Canadian Battlefield Tours, [address, telephone, fax, email].

SMOKING

43. We operate a non-smoking policy on all vehicles that we use.

GENERAL

44. You should also be aware that your fellow travellers may be of a wide age range and from various nationalities.

45. All contracts with Canadian Battlefield Tours are governed by Canadian law and are subject to the exclusive jurisdiction of Canadian Courts.