



Terms & conditions

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THE FOLLOWING TERMS AND CONDITIONS , WHICH WILL NEED TO BE READ AND ACCEPTED BY YOU, CREATE A CONTRACTUAL RELATIONSHIP BETWEEN THE TOUR OPERATOR WHICH HAS ARRANGED THE TRAVEL PACKAGES DESCRIBED IN OUR WEB SITE, BROCHURES, FLYERS AND OTHER MATERIAL, AND YOU, THE "CUSTOMER." IN ORDER FOR YOUR RESERVATION TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE BOOKING YOUR VACATION.

Adventure Coordinators (their owners, officers, agents and employees) give notice that they act only as agents for the operators, outfitters, owners, contractors, and suppliers used in conjunction with the programs in this brochure and/or website who are hereinafter described as 'the operator'. Adventure Coordinators accept bookings on behalf of the operator and the client on the condition that Adventure Coordinators themselves nor associate organization, agent or employee shall be liable for any act, default, injury (including death), loss, expenses, damage, deviation, delay, curtailment, or inconvenience caused to or suffered by any person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may be caused or contributed to by the act, neglect or default of Adventure Coordinators, their agents, employees or any persons for whose acts in would otherwise be responsible. Adventure Coordinators accepts bookings on behalf of the operator. This contract is between the client, being any person travelling or intending to travel on a trip in this brochure and/or website, and the trip operator. The trip operator is the company which ultimately accepts payments for carriage. The operator accepts reservations subject to the operator specific terms and conditions which shall wholly apply between the operator and the client. Operator terms and conditions will be forwarded to all clients. No employee of the operator apart from a director has authority to vary or omit any of these terms, or promise refunds.

BOOKING

* Payment: Prices on the Adventure Coordinators web site (www.adventurecoordinators.com) are in Canadian dollars unless otherwise stated and are subject to change without notice.

* Adventure Coordinators reserves the right to cancel your booking if not paid in full by due date. Full and final payment is due 80 days prior to departure for small group holidays and 120 days prior to departure for tailor-made departures and Polar cruises.

* Deposit: A deposit of at least 25% or a minimum of \$400 of the total tour cost per person is required when booking more than 80 days prior to departure.

* Travel Insurance: Adventure Coordinators requires all clients to have 24 hour emergency travel medical insurance coverage. Clients must make sure that the coverage is in place for the duration of the tour and covers the type of tour that they are participating in. Clients must either produce proof of insurance coverage when making a booking or purchase appropriate insurance coverage at that time. It is strongly suggested that client also buy insurance with coverage for trip cancellation, trip interruption, personal effects, medical expenses in destination and repatriation in case of death.

* Pricing: Prices include all mandatory taxes and service charges. Additional charges for visas or tourist cards may apply. Prices may vary within dates shown. All prices are subject to change and Adventure Coordinators reserves the right to impose currency or fuel surcharges.

* Refusal of Booking: Adventure Coordinators reserves the right to refuse any booking and decline any passenger at any time.

BOOKING CHANGES

* If You Change Your Booking: Any change to a booking requested outside of 70 days (small group holidays) or 120 days (tailor-made vacations and Polar cruises) prior to departure is subject to a \$100 administration fee (including HST) plus any fees levied by the operator. A name correction, change of name, departure date or tour within 70 days of departure (small-group holidays) or 120 days of departure (tailor-made holidays and Polar cruises) makes the booking subject to full applicable cancellation charges. Changing any names on file constitutes a cancellation. If rooming requirements are altered due to cancellation by one or more passengers, the passengers still travelling must pay the applicable rate for the accommodation to be occupied. Once travel has commenced, NO changes to the booking are permitted.

* If We Change Your Booking: Vacation packages are prepared months in advance, and occasionally an advertised facility is either modified or not available. Sometimes even after confirming your booking, we may have to make changes to your vacation arrangements. Most changes will be minor, however, occasionally we must make a major change to your vacation prior to your departure. Major changes include:

- change of destination;
- change of departure or return by more than 24 hours;
- change of accommodation standard;
- increase in your vacation package cost by more than 7% (unless government imposed);
- change of the routing requiring additional traveler identification or documentation without sufficient time to obtain this documentation before departure; and
- an error in published rates.

* If we make a major change, we will advise you or your Agent as soon as possible, and you may: accept the change as offered; select an alternate vacation package with Adventure Coordinators as available and at the applicable price; or cancel your vacation completely with a full refund of the price paid to Adventure Coordinators. Sometimes the hotel reserved is not available due to unexpected maintenance or overbooking, and a substitute hotel of equal or greater quality will be provided. If the hotel standard is downgraded and you accept the change as offered, a refund for any difference in price will be issued. Adventure Coordinators reserves the right to change published prices without notice or to pass on government imposed taxes, transportation related fees or surcharges including those for fuel or currency fluctuations to the traveller.

* Force Majeure: Adventure Coordinators may not be able to refund in full for changes made because of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, weather causing beach erosion, epidemics or health risks, technical or mechanical problems with transport, flight delays due to weather, government action, closed or congested airports or seaports, supplier insolvency and any events beyond our direct control.

* If You Must Cancel: The following charges apply from the date we are advised of your cancellation in writing: The day of departure is excluded when calculating cancellation or change fees.

a) For small-group holidays: more than 80 days loss of deposit; 79 – 0 days 100% of total price.

b) For tailor made holidays and Polar cruises: more than 120 days loss of deposit; 119 – 0 days 100% of total price.

Cancellation charges exclude G.S.T./H.S.T. and are effective from the day that Adventure Coordinators receives cancellation in writing. Adventure Coordinators reserves the right to re-sell any cancelled seats or accommodation without refund.

TRAVEL DOCUMENTS

* Documentation: It is your responsibility to ensure you have the identification necessary for travel to your destination and it is your responsibility to obtain, at your expense, such documentation.

* Clients must have a valid passport (valid for at least 6 months beyond your return date) and be prepared to present government issued photo identification before boarding any flight.

* You must take proof of your 24 hour emergency medical insurance coverage to show the tour leader.

* Where a country allows Canadians entry with a birth certificate, photo I.D. (such as a driver's license) will also

be required. Landed immigrants without Canadian citizenship or Permanent Resident Cards may be denied boarding upon return to Canada. If your travel documents are not in order you may be refused boarding and you will be responsible for any costs incurred in catching up with your tour and no tour refund will be issued. A criminal record can also lead to denial of entry or passage to destination.

* Special notarized documentation may be required for unaccompanied minors and children under 18 travelling without both parents. Parents, especially those with different surnames from their children, should carry documentation proving custodial rights. Ask for details at time of booking.

IN DESTINATION

* Hotel Check-In & Check-Out: Regardless of your flight arrival or departure time, most hotels expect departing guests to vacate rooms by 12 noon and arriving guests to check-in after approximately 3 pm to allow for cleaning. In all-inclusive hotels, property privileges commence at check-in and end at checkout. Adventure Coordinators is not responsible for any loss or damage resulting from the use of bellman services.

* Construction and New Hotels: All hotels undergo routine maintenance and renovation. In popular resort areas there is considerable on-going construction and Adventure Coordinators is not responsible for any interruption and/or inconvenience you may encounter as a result. At brand new hotels, some facilities may not be fully functional and landscaping and other finishing touches may be ongoing during your stay.

* Optional Tours & Activities: Adventure Coordinators is not responsible for sporting or other activities or optional tours sold in destination by independent contractors. Optional tours offered in destination are all at extra charge, subject to change and availability. Mention or description of optional tours in the Adventure Coordinators brochure and/or website is not an endorsement of them by Adventure Coordinators.

* It's Different Away From Home: Canadians enjoy a standard of living which is among the highest in the world. In other countries, the uninterrupted supply of water and electricity, local health conditions, levels of security and standards of food and beverages may differ from those enjoyed at home. In tropical climates, insects enjoy deluxe hotels as much as they do budget properties. Illness or inconvenience resulting from the services provided or omitted at the destination are outside the control of Adventure Coordinators and Adventure Coordinators is not responsible for such illness or inconvenience. Many resorts are frequented by topless sunbathers who are beyond the control of Adventure Coordinators. Adventure Coordinators is not responsible for the behaviour of these or any guests/groups. Local governments regulate certain services and facilities and due to local cultural and political events or vacations these services and facilities may be withdrawn by the local governments which are beyond Adventure Coordinators control. Adventure Coordinators is not responsible for the withdrawal of any services and facilities for this reason.

* Decision making on a tour: During a tour clients are subject to the decisions made by tour leaders. If in the opinion of a tour leader the health or conduct of a client (immediately before or at any time after departure) appears likely to endanger the safe, comfortable or happy progress of a trip, or if a client commits any illegal act, the client may be excluded from the remainder of the trip and no refund shall be due to the client. In the case of illness the tour leader may, in his/her absolute discretion make such arrangements as s/he deems fit for the client and recover the cost thereof from the client.

PACKAGE INFORMATION

* Inclusions: Your vacation includes only the travel services purchased. All other details are provided for your information only and are not included in the price of your vacation. Included features may vary and are subject to withdrawal by the hotel. Any Room Upgrades are strictly on a space availability basis at check-in and cannot be guaranteed prior to your arrival.

* Unused Vacation Package Services: No refund will be provided for any portion of unused vacation package services, including unused accommodation and car rental.

* Vacation Package Presentation: Every effort has been made to ensure that prices, accommodations, ground transportation and pricing are as represented by Adventure Coordinators. Imperial/metric conversions and drive times are approximate. Adventure Coordinators is not responsible for the acts or omissions of independent contractors or for services provided by them, and reserves the right to alter or cancel any services you have purchased. Inclusions may vary depending on the weather, tour operator arrangements, or other uncertainties and are subject to change. The photographs used by Adventure Coordinators are representational only and are not a guarantee that everything will be exactly as depicted at the location on arrival.

PROBLEM HANDLING

* If you encounter any issues or have a complaint while in destination, you must advise your Adventure Coordinators Representative or the hotel management immediately to provide us the opportunity to investigate and/or resolve your complaint. If for any reason we are not able to resolve the complaint during your vacation, you must notify our Customer Correspondence department within 30 days of return from your vacation. Failure to adhere to these notification guidelines may affect the timeliness of our response, the accuracy of our investigation, and will be a consideration in reviewing complaint resolution options.

* Waiver: Adventure Coordinators is not responsible for any representations made by Agents, hotel employees, independent contractors or suppliers of any kind. No agent or representative of Adventure Coordinators may waive any provisions of these Terms & Conditions.

* The invalidity of any provision contained herein shall not affect the validity of any other provision.

TOUR OPERATOR'S RESPONSIBILITY

* Adventure Coordinators makes arrangements with independent contractors such as transfer operators, hotels & other suppliers that provide the services that you purchase. Although Adventure Coordinators takes care in selecting these suppliers, they are all independent parties and Adventure Coordinators has no control over them and is not responsible for their acts or omissions. Services provided by these independent parties are subject to applicable Provincial travel industry acts and the regulations thereunder, together with, where applicable, any conditions imposed by the independent parties and as such, their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements.

* Acknowledgment of Risk: You understand and acknowledge that your travel in connection with and participation in the vacation package arranged at your request by Adventure Coordinators may involve risk and potential exposure to injury and possibly death. You specifically acknowledge and recognize the potential for injury and death which can result from irresponsible and immature use of alcohol and/or illegal drugs in connection with or during your vacation. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers or agents of Adventure Coordinators or the negligence or participation of other participants, contractors and/or subcontractors to Adventure Coordinators. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your vacation.

* Express Assumption of Risk and Responsibility: In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in your vacation package in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of Adventure Coordinators.

* Release of Liability: In consideration of the services and arrangements provided by Adventure Coordinators, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Adventure Coordinators, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your vacation package in connection and any activities conducted in conjunction therewith.

* YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF ADVENTURE COORDINATORS.

* Express Waiver of Any Right to Seek Consequential, Punitive or Exemplary Damages: Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against Adventure Coordinators, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

* Privacy Policy: Adventure Coordinators is committed to protecting the privacy of your personal information. We have developed a policy and related procedures to comply with the Personal Information and Electronic Documents Act.