
VICTOURS INTERNATIONAL

101-8800 Dufferin Street Concord, Ontario L4K 0C5
Tel: 416.736.6613 Fax: 416.736.8533 E-mail:info@victours.ca
www.victours.ca
TICO # 1243371



TERMS & CONDITIONS

REVISED – APRIL 9, 2021

When you book with 375645 Ontario Ltd., doing business as VICTOURS (hereinafter VICTOURS/us/we), the following Terms and Conditions become part of the contract with us for any tour you ask us to book for you and anyone else. You should therefore read the Terms and Conditions and provide a copy to anyone else for whom you ask us to book a tour, before booking the tour(s).

TRAVEL SERVICES SUPPLIERS TERMS AND CONDITIONS

These Terms and Conditions are in addition to the terms and conditions of the independent travel services suppliers, such as airlines, bus/coach operators and hotels that provide the services that you purchase as part of the tour. You should read the terms and conditions of these independent travel services suppliers as well as they may affect the travel services provided and your rights and obligations.

TRAVEL ADVISORIES

You should check travel advisories in relation to your ultimate destination and any location you will be passing through to ensure you are prepared to travel. You can do that on the Canadian government travel website at: <https://travel.gc.ca/travelling/advisories>

COVID WAIVER OF RIGHTS AND VICTOURS RESPONSIBILITY

You are aware that because of the effects of COVID 19, VICTOURS cannot provide any assurance about: (a) conditions in any location; (b) the methods used in any location to manage COVID-19; (c) the services or facilities available in any location; or (d) the effects of COVID-19 on any of the travel services we are selling to you. Aware of all of this you, on your own behalf and on behalf of all the people for whom you have booked a tour, acknowledge that use of the travel services that make up the tour, has significant inherent risks and all of you agree to waive any and all rights you may now have or may have in the future against VICTOURS, its directors, subsidiaries, affiliates and its parent company, for any damages, actions, causes of action, proceedings, suits, debts, dues, covenants, contracts, claims and demands as a result of any adverse circumstances caused by or arising from the use of the travel services, including those related to delay, interruption or cancellation of some or all of the travel services, causing any one travelling to have to remain in transit or stay at a location for longer than anticipated, all at that person's cost.

BOOKING

Prices are in Canadian dollars unless otherwise stated and are subject to change without notice. We reserve the right to cancel your booking if not paid in full by due date. If this occurs, all amounts paid before the due date will be retained by VICTOURS.

FORMS OF PAYMENT

We accept Mastercard, Visa and American Express.

DEPOSIT & PAYMENTS

Details of the any non-refundable deposit and the dates on which remaining amounts are due will be provided with respect to your tour. **A non-refundable deposit of 30% is due at time of booking.** Full payment must reach our office 45 days prior to date of first service.

CANCELLATION PENALTIES

If you cancel charges apply from the date, we are advised of your cancellation. The calculation of the cancellation amount does not include the day of departure.

- up to 46 days prior to departure: Loss of deposit
- between 45 days and 21 days prior to departure: 50% of total cost
- 20 days prior or no show: 100% of total cost

Cancellation charges include GST/HST and are effective from the day that we record your cancellation notification. We may re-sell any cancelled seats or accommodation without refund to you.

USE OF A CREDIT CARD

Your verbal authorization for use of your credit card authorizes us to charge the credit card for the full amount of the travel services you have booked for yourself and anyone else for whom you have made a booking. Your verbal authorization also indicates agreement by you and anyone else for whom you have made a booking, to all of these Terms and Conditions and confirms the booking without the need

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for you to sign for the purchase.

YOUR PACKAGE

Your package includes only the travel services purchased. All other details are provided for your information only and are not included in the price of your package. The features included may vary and are subject to withdrawal by the hotel. Activities are on a first-come, first-served basis and are subject to the availability of equipment. Daily activity programs are subject to an adequate number of participants and a reservation in the destination may be required. Capacity for any activity may be limited during busy seasons and all activities take place based on the weather being appropriate. The sporting and social activities are provided on a complimentary basis by the hotel and are not included in the price of your package unless specifically indicated. Drinks will only be available during bar opening hours. À la carte meals may be limited to one or two per week and a reservation is usually required. No bonus features have any cash value and room upgrades are strictly on a space availability basis when you check-in.

You will not be provided with a refund for any part of an unused package.

The photographs we use are representational only and are not a guarantee that everything will be exactly as depicted at a location on arrival. Any drive times are approximate.

TRAVEL INSURANCE

VICTOURS strongly recommends that you and anyone for whom you have booked a tour purchase travel insurance, including coverage for at least trip cancellation and out of Canada health coverage.

SPECIAL REQUESTS

We will pass along all special requests and other requirements, but these are strictly at the discretion of the supplier, cannot be confirmed prior to departure and may require additional payments in destination. We cannot control and are not responsible if special requests are not fulfilled.

SPECIAL NEEDS

We must be advised of special passenger needs at the time of booking and we will try to accommodate them but cannot confirm a reservation until all travel suppliers have acknowledged that they can provide the services requested. There may be a charge for some services and suppliers may deny boarding if prior notification of the special needs is not given – even with a medical certificate.

BOOKING CHANGES

If you change your booking more than 45 days prior to departure an administration fee of \$50 (including GST/HST) will apply. Correction of a name, change of name, change of a departure date or change of the type of tour, made within 45 days of departure is considered a cancellation and makes the booking subject to the applicable CANCELLATION CHARGES described in these Terms and Conditions. Changing all names on a file constitutes a cancellation and makes the booking subject to the applicable CANCELLATION CHARGES described in these Terms and Conditions. If rooming requirements are altered due to a 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.

The tours are prepared months in advance, and sometimes one of the advertised services or locations is modified or not available. On occasion after your booking is confirmed, a change to the services that are part of the package may occur. Most often this will be minor, however there may be a significant change before you depart. Significant changes are:

- change of destination;
- substitution of a different cruise ship;
- change of time of departure or return by more than 24 hours (unless the cause is mechanical, safety, weather, strike, lock-out or force majeure);
- change of the standard of the accommodation;
- increase in the cost by more than 7% (unless government imposed);
- change of route necessitating other identification or documentation when there is insufficient time to meet these requirements before departure; and
- an error in our rates.

If a significant change occurs, we will advise you or your travel agent and you may:

- accept the change;
- select one of our alternate tours at the applicable price; or
- cancel completely and obtain a full refund of the amount paid in excess of the 30% non-refundable deposit.

Sometimes the hotel you chose will not be available because of unexpected maintenance or overbooking. If this is the case, we will

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provide a substitute hotel, of equal or greater standard. If we are obliged to downgrade the accommodation, and you accept that offered change, we will provide you with a partial refund. We reserve the right to change our published prices without notice and to pass on to you all government imposed taxes, transportation fees and surcharges, including fuel and currency fluctuations.

We may not be able to refund you in full for changes that are made for reasons of Force Majeure as described in these Terms and Conditions.

TRAVEL DOCUMENTS

All necessary e-docs pertaining to travel services booked by VICTOURS will be provided by VICTOURS prior to departure. On receipt of these documents you should review them carefully and report any errors to VICTOURS immediately.

It is your responsibility to make certain that you have the identification documents necessary to travel to and from your destination(s). You should travel with a passport - valid for at least 6 months after the date of your scheduled return. If your travel documents are not in order you may be refused boarding and any additional costs incurred to get you to or from your destination(s) will be your responsibility and no refund will be issued to you for any part of the tour that you miss. A criminal record may be used as a reason for denial of entry to a destination. Even with correct documentation in hand you could still be refused entry into another country.

If one or both parents of a child are not travelling with the child a notarized letter from one or both of the child's parents should be obtained, authorizing the child to travel and including specific reference to the destination and dates of departure from and return to Canada.

Payment for airport improvement tax and/or departure tax and/or tourist cards is not included in the price of your package and is your responsibility.

AT YOUR DESTINATION

Regardless of the time you arrive or depart, most hotels expect departing guests to vacate their rooms by noon and arriving guests to check-in after 3 pm. At all-inclusive hotels, any property privileges start at check-in and end at check-out. VICTOURS is not responsible for any loss or damage caused by the use of any services provided by a hotel.

Routine maintenance and renovation occurs at all hotels, especially in popular resort areas. VICTOURS is not responsible for any interruption and/or inconvenience you may encounter as a result of these renovations or maintenance. In some new hotels, there may be facilities that are not fully functional and landscaping and finishing touches may happen during your stay.

It is not the same away from home and because Canadians enjoy a very high standard of living 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 the tropical climates, the insects enjoy deluxe hotels as much as they do any other. Illness or inconvenience resulting from the services provided or omitted at the destination are outside the control of VICTOURS and it is not responsible for any such illness or inconvenience.

Many resorts are frequented by topless sunbathers and are beyond the control of VICTOURS. VICTOURS is not responsible for any guest's behaviour. Local governments are in charge of services and facilities and local cultural and/or political events may cause the withdrawal of these services and/or facilities which is beyond the control of VICTOURS. VICTOURS is not responsible for the withdrawal of any services and/or facilities.

OPTIONAL TOURS, EXCURSIONS AND ACTIVITIES

Any optional tour, excursion, or activity you undertake at any location contains a risk of personal injury, loss or damage to you and/or your personal possessions. The optional tours, excursions or activities are subject to conditions and limitations imposed by the independent third parties and the laws of the country in which they operate. You assume the entire risk of any and all such injury, loss or damage which you may suffer during or arising out of your participation in any optional tour, excursion or activity, however it may be caused and you release, discharge and indemnify VICTOURS from any and all liability or claims of any nature arising out of or in relation to any loss, damage, injury or illness whether physical or mental, arising out of or in relation to any optional tour, excursion or activity. Before participating in any optional tour, excursion, or activity you may be required to sign a written release forever releasing, discharging and indemnifying VICTOURS from any and all claims of any nature arising out of or related to any such optional tour, excursion or activity. Any mention or description of an optional tour, excursion, or activity in any VICTOURS literature is not an endorsement of the optional tour, excursion or activity.

PROBLEM HANDLING

If you encounter any issues or have a complaint while in a destination, you must advise the local representative or hotel management immediately to provide an opportunity to investigate and/or resolve your complaint. If for any reason your complaint is not resolved

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during your time away, you must notify us within 30 days of returning. 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 the options to resolve your complaint.

REPRESENTATIONS BY OTHERS

VICTOURS is not responsible for any representations made by travel agents, hotel employees, independent contractors or suppliers of any kind. No agent or representative of VICTOURS may change or waive any provision(s) of these Terms & Conditions.

VICTOURS RESPONSIBILITY

VICTOURS makes arrangements with independent contractors such as airlines, transfer operators, hotels & other suppliers that provide the services that you purchase as part of your tour. Although we take care in selecting these suppliers, they are all independent parties and we have no control over them and are not responsible for their acts or omissions. Services provided by these independent parties are subject to applicable Provincial travel industry laws 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.

VICTOURS is not responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution or deficiency of quality of equipment or service, or any act, omission, or negligence of any of these independent parties, their agents, servants, employees or subcontractors supplying any of the services herein or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any claim that arises by reason of any action or omission of any party other than VICTOURS.

LIMITATION OF VICTOURS LIABILITY

The liability of VICTOURS for any loss, damage, or injury, whether physical or mental, arising from its own acts, omissions or negligence, is limited to the price of the travel services purchased.

FORCE MAJEURE

In no circumstance will VICTOURS be liable for any failure to perform any obligation or a delay in performing any obligation where that failure or delay is due to events beyond its control, including without limitation, nuclear or environmental catastrophes; natural disasters and extreme weather conditions; war, invasion, or similar hostilities; rebellion, revolution, insurrection; riots or civil unrest; strikes, lockouts and labour action; acts or threats of terrorism; epidemic, pandemic, or spread of disease; Acts of State or acting authority restrictions, governmental restrictions; or complete loss of or prolonged interruption of necessary utilities, communications or computer services.

You acknowledge that VICTOURS, on your behalf and on behalf of all those for whom it books a tour, will forward funds to independent third-party travel suppliers, and that once forwarded, these funds may not be recovered and/or refunded. Where a force majeure event has occurred, performance of VICTOURS obligations shall be suspended for the duration of that event, and VICTOURS will be obliged to perform its obligations only when it is possible to do so.

In any circumstance, VICTOURS liability from a force majeure event may not exceed the amount paid to it by you and it will not be liable for any consequential or indirect damages or legal costs incurred by you or anyone on behalf of whom it booked a tour.

PRIVACY

We are committed to protecting your privacy and have developed a policy and related procedures to do so. You can find our privacy policy at <https://www.victours.ca/privacy-policy>

SEVERABILITY

The invalidity of any provision of these Terms or Conditions shall not affect the validity of any other provision.

GOVERNING LAW

Your agreement with us is governed by and is to be construed and interpreted in accordance with the Laws of the Province in which you were located when you booked your tour with us. If you booked the tour with us from outside Canada, then you agree that your agreement with us is governed by and is to be construed and interpreted in accordance with the Laws of the Province of Ontario.

DISPUTES

You agree that any dispute will be submitted to the exclusive jurisdiction of the Courts of the province in which you were located when you booked your tour with us. If you booked the tour with us from outside Canada, then you agree that any dispute will be submitted to the exclusive jurisdiction of the Courts of the province of Ontario.