

## **BOOKING TERMS AND CONDITIONS**

The purchase of your travel booking constitutes a contractual agreement between the traveller(s), customer(s), and/or purchaser(s), (collectively as "**You**" and "**Traveller**"), and Flight Centre Travel Group (Canada) Inc. dba Laurier Du Vallon ("**Laurier Du Vallon**", "**We**", "**Us**") pursuant to the following terms and conditions ("**Booking Terms and Conditions**"):

### **AGENCY**

Laurier Du Vallon acts as a travel agent only. Many, if not all, of the services that make up your travel booking are provided by independent third-party travel suppliers including without limitation, hotels, airlines, car rentals ("**Travel Suppliers**"). Payment of your travel booking to us, as the agent of the Travel Supplier, binds you to the terms and conditions of the Travel Suppliers, and:

- If for any reason, any Travel Supplier is unable to provide the services for which you have contracted, your remedy lies against the Travel Supplier, and not against us.
- We do not represent that any travel products or services will be suitable for you and we do not accept legal liability or responsibility for any services of a Travel Supplier that does not meet your expectations.
- We rely on the information that is provided by the Travel Suppliers to assist you to make an informed decision, but we cannot guarantee the accuracy in respect thereof.

It is possible that flight times, accommodations, and or other travel services booked may change even after the booking is completed and full payment is received. It is recommended that you familiarize yourself with the terms and conditions of the Travel Suppliers by referring to their brochures or websites. Please ensure that we have your current contact information so that we can notify you of such changes before your departure date and also while in destination. Any personalized travel requests are subject to availability and (e.g. seat or room allocation) cannot be guaranteed.

### **PRICE, AVAILABILITY AND INCREASES**

Prices and availability quoted are subject to change (at the sole discretion of our Travel Suppliers and are due to space sellout/demand) at any time until full payment has been received and tickets have been issued. If the total price of the travel services is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than seven percent, you have the right to cancel the contract and obtain a full refund. Please note that all airfares and tour operator rates are subject to change without notice if full payment for booking has not been received. Laurier Du Vallon does not warrant that prices will not change until booking is paid in full and an increase must be borne and paid for upon demand either by Laurier Du Vallon, the airline, the tour operator or the Travel Supplier. In addition, please note:

- The number of nights of travel packages is based on travel dates and not the number of nights of accommodation.
- Additional airport and/or hotel and/or car rental fees and government taxes (other than sales tax) may not be included in your purchase. These are frequently collected at destination. Seat selection and resort stays may also incur fees.

### **DEPOSITS AND FINAL PAYMENTS**

All deposits are non-refundable. Final payment is required no less than 60 days prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. If final payment dates are missed itinerary will be cancelled and deposits forfeited and you may be responsible for any supplier penalties as a result.

### **CREDIT CARD CHARGEBACK**

If for any reason, any Travel Supplier is unable to provide the services for which you have contracted, your remedy lies against the Travel Supplier, and not against Laurier Du Vallon and in the event that payment has been made to Laurier Du Vallon by credit card, you agree that you will not seek to chargeback your payment to Laurier Du Vallon. If the credit card is passed through to the Travel Supplier and you seek to chargeback your payment from the Travel Supplier, you agree to be held liable and indemnify Laurier Du Vallon against this chargeback from Travel Supplier, including without limitation any air debit memos charged to Laurier Du Vallon. If Laurier Du Vallon incurs any costs, including but not limited to legal fees to recover any payments charged back by your credit card company, you agree that you will be liable for those costs. If your credit card as the form of payment is declined, you guarantee that you will settle any amounts owing to Laurier Du Vallon via another payment method immediately. In addition, if your credit card is declined, you understand that no rates or space can be held, and no portion of your travel booking will be confirmed until which time full payment is received.

## **TRAVEL DOCUMENTATION**

It is your responsibility to have a valid passport (for at least 6 months beyond your intended travel time), visa and/or other travel documentation. A passport is the only reliable and universally accepted travel and identification document. Using other documentation such as travel documents or refugee status cards may result in delays or being denied boarding. We will assume that all travellers on the booking have valid Canadian passports, if this is not the case, you are required to let us know. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. Please note the following requirements:

- Change of length of stay may result in a change of documentation needed to travel.
- Any visa advice provided to you is dependent on the accuracy of the information provided by you. Visa advice is current but can change prior to your intended travel date.
- Verification of documentation requirements must be done when travel date nears.
- Failure to provide the required documents may result in being denied boarding privileges by the carrier or relevant authorities, without further recourse or the possibility of a refund.
- Cruise passengers must present a valid passport, regardless of the entry requirements for their country of embarkation.
- To re-enter Canada; non-Canadian passport holders will need to provide proof of valid Canadian Permanent Residency, a valid Canadian visa or proof of outbound ticket within visa exception allowance. Citizens from countries other than the United States (U.S.) who do not need a visa to enter Canada will need to obtain an ETA before flying into Canada. Travellers do not need an ETA when entering Canada by land or sea.
- Immigration authorities have the sole discretion to deny entry even when the relevant documentation is provided. A traveller with criminal history may be denied entry.
- We recommend that you inquire with the Consular Affairs Bureau for Canadians Abroad or review online the Essential Information for Canadian Travellers Guide at [voyage.gc.ca](http://voyage.gc.ca) to satisfy personal requirements.
- Some countries require travellers to be issued a special international driver's permit and/or international proof of insurance.
- For domestic flights: all passengers must be in possession of government-issued photo identification. Children under 16 should carry proof of identity, if no photo ID is available.

## **HEALTH AND SPECIAL REQUIREMENTS**

It is your responsibility to ensure you are aware of any health requirements, health advisories, or health travel restrictions applicable to your travel destinations and to ensure that you carry all necessary vaccination documentation. For some countries, international health certificates and vaccinations are required. In some cases, failure to present required vaccination documentation (e.g. Yellow Fever vaccination) may result in you being denied entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel.

As it relates to the COVID-19 pandemic, travel carriers and local authorities at travel destinations may require specific testing prior to boarding and/or upon arrival at your destination, including, but not limited to, a temperature check as a result of the COVID-19 pandemic. You may be denied entry onto your carrier and/or entry upon arrival at your destination or be required to self-quarantine at your destination and upon your return to Canada. You must comply with local government regulations. Additional costs and penalties levied by any Government or local authority are your responsibility. General health advice for the destination you wish to visit is also available on the Government of Canada Travel and Tourism at <https://travel.gc.ca/>

## **TRAVEL PROTECTION**

For your protection, we recommend that you purchase trip cancellation and travel accident protection. However, no representation or description of the protection made by Laurier Du Vallon to you, constitutes a binding assurance or promise about the protection. Laurier Du Vallon is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any claims that may fall under the relevant travel protection policy must be submitted to the insurance company identified in the policy.

## **CANCELLATIONS, CHANGES AND EXCHANGES**

Please be aware that flight and travel bookings may be non-refundable and non-reroutable depending on the type of fares and booking purchased. Any changes or amendments to itinerary or passenger(s) details are either not permitted or will incur a penalty from the airline, Travel Supplier, or Laurier Du Vallon as prescribed from time to time. Please see Invoice and Itinerary for penalty details. By acknowledging and accepting these Booking Terms and Conditions, Laurier Du Vallon is hereby

authorized by you to seek to recover any refunds/credits that may be available from any airline and other Travel Suppliers from time to time. Airline tickets are generally non-refundable once travel has commenced. If you cancel or change any flight segment or portion of your travel booking, you must advise the Travel Supplier prior to the time of the initial departure of travel booking or you will lose the value of the remaining portion of your purchase. Any amendments to quantity of passengers is subject to occupancy change costs levied by the Travel Suppliers.

### **RECONFIRMING FLIGHT TIMES AND CHECK-IN**

It is your responsibility to confirm your flight departure times at least 24 hours prior to departure. Some airlines will have schedule changes and your flight times may differ to what is stated on your Itinerary. We recommend that you reconfirm your onward and return flights at least 3 days prior to each journey. Laurier Du Vallon is not responsible for schedule changes.

All passengers are asked to check in at least 2 hours for domestic and 3 hours for international prior to the scheduled time of departure of their flight due to enhanced security measures. We recommend online check-in available with most airlines at least 12 hours prior to departure and for most cruises, at least 72 hours. Please note that all travellers must be present with their boarding documents, passport and visas necessary for the destination. Any passenger arriving late for check-in will be denied boarding.

### **BAGGAGE ALLOWANCES AND RESTRICTIONS**

Be aware that not all air carriers have the same baggage allowance policy and therefore it is important to check the policy before preparing for your trip. Weight, excess and piece limitations as well as baggage fees can vary from one air carrier to the next.

### **RESPONSIBILITY**

We always do our best to make sure your travel arrangements are satisfactory. However, Laurier Du Vallon and its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns do not own or operate any entity which provides goods and services for your travel including without limitation, accommodation, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to Laurier Du Vallon or any of Laurier Du Vallon's affiliated entities.

### **LIABILITY**

Laurier Du Vallon is not liable for any negligent or willful act or failure to act of any Travel Supplier or of any third party. In addition and without limitation, Laurier Du Vallon is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels and motor coaches may not be up to Canadian standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name Laurier Du Vallon affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by Laurier Du Vallon in any way. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that Laurier Du Vallon is not liable for any consequential loss or damage.

### **TRAVELLING WITH CHILDREN**

Whether travelling alone or accompanied by an adult, each child must travel with his/her own travel documents, a passport and appropriate visa, plus supporting documentation: i.e. birth certificate showing the names of both parents and/or legal documents pertaining to custody.

- An adult travelling with minor children is strongly advised to hold a notarized letter of travel consent signed by other parent(s) or guardian(s) with legal custody. The letter must include the signor's address, phone details, authorization to travel, the destination and length of stay.

- If a parent/guardian is divorced or deceased, a custody document or death certificate is recommended.
- For unaccompanied minors travelling please provide the details of the person who is responsible for meeting the minor at the destination to your travel agent and the airline.
- It is your responsibility to obtain all documents including those for infants and children, as required by relevant government authorities of the country you are visiting.
- Some countries have very specific regulations regarding cases where both parents are not travelling with a child. We recommend you obtain information from the consulate of destination.
- Further information regarding children and travel is available with the Government of Canada Travel and Tourism at <https://travel.gc.ca/>

### **NOTICE TO TRAVELLERS**

Travellers should be aware that different living standards and practices may exist outside of Canada including but not limited to provision of utilities, e.g. Water and electricity; accommodations; services of all kinds; food; food preparation and water quality, and therefore:

- Laurier Du Vallon shall not be held responsible for any loss, damage, illness or injury resulting from different living standards. Keep the state of the local economy and the country's level of development in mind.
- The quality of hotels advertised by our Travel Suppliers has been rated in accordance with the normal standard of the destination and could be different from the standard of Canadian hotels. There is no international standard and they can vary greatly.
- Hotel ratings also vary between one Travel Supplier than another for the same product. We recommend that you inform yourself on the amenities and reviews of accommodations before deciding.
- Service may be interrupted at any time for renovations, maintenance, or construction. Laurier Du Vallon is an agent only and cannot be held responsible for quality or interruptions of service.
- Do ask questions and research on your own to ensure that you are prepared for every eventuality
- It is possible that you will encounter minor difficulties that are sometimes unavoidable and uncontrollable. Please initially attempt to address the situation locally directly with Travel Supplier(s) and then contact your consultant.
- Cruise lines generally collect pre-paid gratuities at time of check-in and possibly fuel surcharge. Please refer to your cruise documentation or inquire with your travel consultant.
- Many independent Travel Suppliers require the presentation of a major credit card at the commencement of service to cover any additional incidentals and/or for potential damages. It is recommended that there is \$1000.00 of available funds on the credit card.

### **PRIVACY POLICY**

Laurier Du Vallon is committed to protecting the privacy of its clients. Laurier Du Vallon collects personal information for the purposes outlined in <https://www.ldvtravel.ca/info/privacy.pdf>, the paramount reason of which is to deliver and provide various travel services and products. Laurier Du Vallon will also provide personal information to trusted third parties Laurier Du Vallon contracts with. These third parties may get in touch with you in order to enhance the quality of service you receive from us. By agreeing to these terms, you agree that we may use and disclose your personal information in the ways set out above and in our privacy policy.

### **ELECTRONIC OR HANDWRITTEN SIGNATURE**

Both parties agree that you may acknowledge and agree to these Booking Terms and Condition: (i) electronically; (ii) by handwritten signature; (iii) by any other electronic means, including without limitation acknowledgement via email acceptance of these Booking Terms and Conditions; or (iv) by your implied consent deemed via your actions which shall include without limitation the payment of the Invoice and/ or your use of the Services provided by Laurier Du Vallon or any other Travel Supplier related to your booking. All such means will be deemed to constitute effective acknowledgement and execution of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.



**GOVERNING LAW**

This Agreement is governed by and is to be construed and interpreted in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable in that Province. The parties submit to the exclusive jurisdiction of the Courts of Vancouver, British Columbia to resolve any disputes which may arise in relation to this Agreement and/or sale in general by Laurier Du Vallon to the client.

*We strongly recommend that you re-confirm your flights at least 24 hours prior to departure time.*

***These Terms were last updated: 21 October 2020***