

Escapades by Huntington Inc.  
d/b/a MyEscapades  
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TICO Registration # 50015288



## **TERMS & CONDITIONS**

The Terms & Conditions contained herein are the terms under which Escapades by Huntington Inc. (hereinafter referred to as MyEscapades) accepts reservations and operations of the tour program as set in the attached itinerary. Our liabilities are limited. Payment of deposit and/or final payment is an acknowledgment of receipt and acceptance of these terms and conditions. Should your booking of any MyEscapades tour, safari, holiday or other products include more than one participant named and booked on such booking, you shall be deemed to have accepted these Terms and Conditions on behalf of all participants (including minors) named in the booking. In addition to these Terms and Conditions are 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, and as such, may affect the travel services provided. You should be aware of the terms and conditions of these independent travel services suppliers.

**Prices quoted are in Canadian Dollars** unless mentioned otherwise. Your booking location (Canada or USA) will determine the currency in which your booking will be invoiced and charged by MyEscapades. You will be advised of the applicable currency prior to you making any payment. Prices are based on per person sharing a double-bedded room as well as utilizing other related ground services as provided in the itinerary. Services such as accommodation, ground transportation, guides, meals, entrance fees, etc., are contracted and purchased in the currency of the destination. Due to frequent fluctuations in currency exchange, prices listed are subject to change with or without notice and surcharges may apply. The tour prices, as shown, shall remain subject to any increases levied by the hotels, lodges or transport operators prior to final payment. MyEscapades also reserves the right to increase tour prices to cover increased costs of fuel, tariffs, and taxes.

Any changes (increase/decrease) in the price affecting your booking will be advised to you. Where the increase in price is greater than 7% of the price of the booked tour, you may either elect to cancel the booking and receive a full refund; or accept the change of price. Within 14 days of receipt of notice of price increase, you must notify MyEscapades of your decision either to cancel or to accept the increase. Failure to notify us within 14 days will mean that you have accepted the price change and have accepted liability for payment of the increased price. Applicable taxes and fees for accommodations, local transportation and ground services in the destination are always included in the tour price unless mentioned otherwise.

Early reservations are recommended. A non-refundable deposit of 30% of the tour cost per person is required within 7 days from the date of confirmation of accommodations and services as requested. Higher deposits may be required on some tours and will be advised at the time of booking. The balance

outstanding is due 63 days prior to the departure date. If the balance payment due on the booking is not paid on the stipulated date, we reserve the right to cancel the reservations without further notice and without a refund of the deposit. If the booking is made 63 days or less prior to departure, full payment is due at the time of booking.



In the event of requested accommodations and/or services not being available, alternative services will be offered. If alternative services are not acceptable and should you have made any deposit payment towards such booking, your payment will be refunded in full. Some suppliers may require higher deposit and the same will be advised to you at the time of booking. Please be aware that some airfares require full payment at time of booking and will be advised to you accordingly.

When you make a payment to MyEscapades for a booking, we hold all monies received for such bookings in escrow on behalf of the passengers in accordance with the Travel Industry Council of Ontario (TICO) regulations, and make necessary payments due to relevant suppliers i.e., airlines, hotels and ground service providers on time as required.

MyEscapades accepts Visa, Mastercard and American Express credit-cards as form of payment. 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 for you to sign for the purchase. Third party payments have restrictions where credit-card payments require that the paying party complete and sign the authorization form and return the same to MyEscapades.com. No services will be provided without receipt of the hard-copy of the signed authorization form from the third party payor.

All bookings are subject to cancellation fees. Any cancellation of a booking must be advised to us in writing and be acknowledged by us in writing. The applicable cancellation fees shall be determined by the date on which the request to cancel is received by MyEscapades. Cancellation fees are set, taking into account the cancellation rules of the airline (if we issue your tickets), the governing policies of hotels/lodges and, the terms and conditions under which the services have been bought from suppliers used in the itinerary.

The following penalties apply to cancellation received, subject to revised penalties dependent on MyEscapades service suppliers' conditions if different. Any change in such penalties will be advised to you in writing prior to receiving payment of the tour:

- Up to 63 days prior to departure: Loss of the non-refundable deposit -30% of the tour cost per person) as specified above
- between 62 and 42 days prior to departure: 50% of the tour cost per person
- Less than 42 days prior to date of travel and now-show on date of travel: 100% of the tour cost per person
- After departure, any portion of the tour not utilized is 100% non-refundable

It is understood that cancellation fees come into effect within 7 days of booking. Any refunds will only be made according to the applicable rules of the airline carrier (if we issue your tickets) and other supplies such as hotels lodges, transport companies etc.

Because of the effects of COVID 19, MyEscapades shall not be held responsible to provide any assurances about any methods used in any location to manage the pandemic; or about any services or facilities available in any location to treat Covid 19; or about the effects of COVID-19 on any of the travel services we are selling to you. As such, should your booking of any MyEscapades tour, safari, holiday or other products include more than one participant named and booked on such booking, you acknowledge on their behalf that use of the travel services for the entirety of 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 MyEscapades, 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.

Airline and ground security regulations require that all travelers must be in possession of travel documents that has names that correspond exactly as endorsed in the passengers' passports. MyEscapades will neither be held responsible nor liable for any cancellation penalties because of wrong or misspelled passenger names. The passenger is responsible for all immediate payments of any penalties as a result of cancellations.

Country Fact Sheets and important information on planning for the trip will be sent to you upon receipt of deposit payment. Travel documents including airline tickets (if we make your air bookings), detailed itinerary, confirmation vouchers, and local contacts and addresses will be sent once all monies are received by MyEscapades. Your tour includes only the travel services purchased. All other details are provided for your information only and are not included in the price of your tour. 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.

MyEscapades strongly recommends that you take out adequate insurance coverage to protect against cancellation due to unforeseen circumstances prior to or during the tour. Insurance must be purchased at time of booking. MyEscapades 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 or USA health coverage. MyEscapades will not be held liable for any medical/hospital expenses and/or expenses incurred because of lost baggage during the tour. It remains the sole responsibility of the traveller(s) to settle their own medical/hospital expenses.

There is baggage restriction on domestic flights on some of our tours. Weight allowance on certain domestic flights are much less than on international flights. You will be notified of weight allowances on such flights upon confirmation of booking. MyEscapades is neither liable for excess baggage charges or for circumstances arising thereof.

All participants must be in possession of a valid passport (passport validity 6 months beyond the re-entry date in Canada/USA). A visa or visas may be required for some or all of the countries visited on your selected tour program. It is the passenger's responsibility to ensure that his or her passport and visa requirements are met. MyEscapades will not be held responsible for any passenger who is denied boarding or entry into another country due to incomplete travel documentation.

Any airlines used in conjunction with your tour are not to be held responsible for any act, omission or event during the time passenger(s) is not/are not onboard their aircraft. The passenger tickets in use by the airline, when issued, shall constitute the sole contract between the airline and passenger/s. Airfares, where used, are current at the time of publishing the relevant web pages and are subject to change without notice.

It is the responsibility of the passenger to ensure that their passports meet the requirements of each country to be visited regarding validity, blank pages required for stamps/endorsements, visas and any other requirements. Passengers must be in possession of the correct travel documents (passports, visas etc.) for travel to their selected destination. Passports

must be valid for at least 6 months from date of arrival. All passengers must be in possession of any health documents as required for entry into the passengers chosen destination MyEscapades strongly recommends that relevant embassies/consulates be contacted for the most up-to-date information. MyEscapades will not be held responsible for any passenger who is denied boarding or entry into another country due to incomplete travel documentation.

MyEscapades strongly recommends that you 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> or the United States Government travel website at: <https://travel.state.gov/content/travel/en/traveladvisories>

MyEscapades acts only as agent for the carrier and cannot be held liable for passengers' safety and security. Passengers are hereby notified to consult with their personal physician and/or pharmacist regarding Malaria prophylaxis as well as advice regarding other inoculations for the countries you will be visiting. Please be aware that, although the vast majority of visitors complete their travels without incident, criminal activity does take place. MyEscapades contracts services with highly reputable companies and as such provides utmost care for its passenger's safety and security however it cannot guarantee the same. We ask that you consult the latest state department advisories for further information.

The payment for a reservation on a published tour or customized itinerary shall constitute consent to all provisions in the terms & conditions list published herein. Please be aware of the hazards of travelling in developing areas as your participation in any tour may create certain risks and dangers including but not limited to the forces of nature, political unrest, travel by boat, train, automobile, aircraft or other means of conveyance, accident or illness in remote regions without means of rapid evacuation or medical facilities. MyEscapades will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. You are voluntarily participating in these activities with the knowledge of dangers involved and hereby agree to accept any risks.

As lawful consideration for the agreement with MyEscapades for registered and unregistered Retail Travel Agency's clients to participate in such trips and activities the Travel Agency hereby agrees not make a claim against MyEscapades, or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of Travel Agency's clients' or delegates' participation in the tour. The Travel Agency therefore releases MyEscapades and its employees from any and all claims, known or unknown, arising from participation in a tour. This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of the Travel Agency and their family including accompanying minors. This agreement is binding on the Travel Agency member and accompanying companions, their heirs, legal representatives and assigns.

MyEscapades shall not be held liable for any damage, delay, bodily injury, illness or death, or for any financial costs both direct and indirect incurred or for loss of enjoyment, of any nature or kind whatsoever, resulting from mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, Act of God, war or war like operations, fire, extreme weather, or any other events totally beyond our control or that of our supplier's control.

MyEscapades acts only in the capacity as an agent for the hotels, airlines, bus companies, railroads, ship lines, and/or contractors providing accommodations, transportation or other services and as such, purchases such transportation, hotel accommodations, restaurant and other services from various independent suppliers. MyEscapades does not control the operations of these suppliers of services and as a result, cannot be held liable for any personal injury, property damage

or other claim which may occur as the result of any wrongful, negligent or arbitrary acts or omissions on the part of the independent supplier, agent, its employees or others who are not under the direct control or supervision of MyEscapades; or for defects or failures of any vessel, aircraft, vehicle or other instrumentality which is under the control of an independent supplier; or loss, injury or damage to person, property or otherwise, resulting directly or indirectly from any Acts of God, dangers, incidents at sea, fire, breakdown in machinery or equipment, or wars (whether declared or not), hostilities, civil disturbances, strikes, riots, thefts, pilferage, medical epidemics, quarantines, or customs regulations, defaults, delays or cancellations or alterations in itinerary due to schedule changes, or from any causes beyond its control. Further, MyEscapades is not liable for any loss or damage resulting from insufficient or improperly issued passports, visas or other legal documents. All coupons, exchange orders, receipts, contracts and tickets issued by MyEscapades are issued subject to any and all tariffs, terms, and conditions under which any services are provided by such hotels, airlines, bus companies, railroads, ship lines or owners or contractors or by their person in employ. MyEscapades (when deemed necessary) reserves the right to cancel any itinerary or any part of it or to make any alterations to the itinerary (including, but not limited to, alterations to substitution of hotels), and decline to accept or to retain any person as a tour passenger should such person's health, mental or physical condition, in the sole opinion of MyEscapades, impede the operation of the tour of the other passengers. In such a case, MyEscapades will refund any monies that can be recovered for the unused portion of the tour, taking into account any additional charges incurred. Other than to refund such sum, MyEscapades will accept no further liability or obligation toward that person or third party. The right is reserved to withdraw any or all tours should conditions warrant such action.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Any litigation involving this contract and any of our published or customized safaris and holidays can be brought only in courts of competent jurisdiction in the province of Ontario.