

## BOOKING FORM

Please complete **all items** on this form. **We cannot accept partially completed forms.**

- Best of Argentina & Chile Nov 2018
- Best of Sri Lanka Feb 2019
- Best of the Silk Road Sept 2019

	Passenger 1	Passenger 2
<b>Name</b> Exactly as shown in your passport	Mr ___ Mrs ___ Ms ___	Mr ___ Mrs ___ Ms ___
<b>Nickname</b> (if any)		
<b>Date of birth</b>		
<b>Mailing address</b>		
<b>Telephone</b>	<b>Home:</b>	<b>Work:</b>
	<b>Mobile / Cell:</b>	
<b>e-mail address</b>		

**Please register me/us for this departure and process the deposits as follows.**

**Passenger 1: Tour Deposit**

\_\_\_ Cheque or bank draft (enclosed)  
 \_\_\_ Credit Card Type \_\_\_ Number \_\_\_\_\_ Exp \_\_\_\_\_ Security code \_\_\_\_\_  
 Name on card \_\_\_\_\_ Signature \_\_\_\_\_

**Passenger 2: Tour Deposit** \_\_\_ Same form of payment as Passenger 1 or

\_\_\_ Cheque or bank draft (enclosed)  
 \_\_\_ Credit Card Type \_\_\_ Number \_\_\_\_\_ Exp \_\_\_\_\_ Security code \_\_\_\_\_  
 Name on card \_\_\_\_\_ Signature \_\_\_\_\_

Please enter applicable 'per person' amounts from the "prices" page for this tour on our website USD  CAD

	Passenger 1	Passenger 2
Tour cost	_____ .00	_____ .00
Single Supplement **	+ _____ .00	
<i>Add:</i> Tip Kitty and/or Visa fees	+ _____ .00	+ _____ .00
<i>Subtract:</i> Early Booking Discounts	- _____ .00	- _____ .00
<i>Subtract:</i> Alumni Discounts	- _____ .00	- _____ .00
<i>Subtract:</i> Other Discounts ( _____ )	- _____ .00	- _____ .00
<i>Subtract:</i> Deposit amount to be processed with this form	- _____ .00	- _____ .00
<i>Subtract:</i> Other amounts already paid	- _____ .00	- _____ .00
<b>Balance due</b>		

\*\* if any. Single space is limited and may not be available

For current prices see TrailFinders website at [www.trailfinderscanada.com](http://www.trailfinderscanada.com)

**All payments may be made by cheque, bank draft or credit card.**

**Direct US dollar payments may be made by cheque written on a US account or by purchased US bank draft.**

**Credit card payments for US dollar amounts must be processed in equivalent Canadian dollars at the time of the transaction and higher exchange rates may result in increased charges.**

**We recommend the use of US cheques or bank drafts for payments rather than credit card.**

**We are not authorized to process US credit cards in US funds directly. If you wish to avoid these charges, please pay by bank draft or cheque.**

**Trip Cancellation Penalties for our Private Journeys**

<b>Cancellation Date</b>	<b>Non-refundable Amount</b>
up to 90 days prior to departure	Tour deposits*
89 days or less prior to departure	100% of total tour cost

\*Note: Tour deposit is non-refundable except in the case where TrailFinders cancels a planned departure for any reason. See details in our Terms & Conditions.

**Travel Insurance**

Please read the following information carefully and indicate your insurance requirements.

**1. Cancellation and Interruption Insurance**

TrailFinders **strongly recommends** that passengers protect all non-refundable amounts paid for their land tour, international air ticket and any extra pre-paid special items. The costs for these items may not be refundable in case of cancellation or interruption of the tour due to unforeseen events.

Travel insurance is available to adequately cover these and other potential expenses. This insurance coverage, while recommended, is entirely optional. Travel insurance premiums are non-refundable.

While this insurance will not cover you for "changing your mind", it will cover perils such as sickness, death or other unforeseen events both prior to departure and after. (Please read your travel insurance policy carefully to become familiar with coverage and limitations, especially those related to pre-existing conditions.)

**2. Medical Insurance**

Out-of-country **medical** insurance coverage is **mandatory**. Prior to delivering travel documents to you we will require proof that you have appropriate medical insurance coverage for the entire duration of the trip.

**Insurance Requirements**

Please indicate below your insurance requirements **from TrailFinders**, if any. If you need help, please call us.

	<b>Passenger 1</b>	<b>Passenger 2</b>
<b>Cancellation &amp; Interruption Insurance</b>	<b>Yes</b> ___ <b>No thanks</b> ___ <b>Maybe</b> (please quote) ___	<b>Yes</b> ___ <b>No thanks</b> ___ <b>Maybe</b> (please quote) ___
<b>Out-of-Country Medical Insurance</b>	<b>Yes</b> ___ <b>No thanks</b> ___ <b>Maybe</b> (please quote) ___	<b>Yes</b> ___ <b>No thanks</b> ___ <b>Maybe</b> (please quote) ___

**Please complete this box only if you are declining trip cancellation and/or interruption insurance**

I (we) am (are) aware that TrailFinders has recommended the purchase of appropriate Cancellation and Interruption insurance and I (we) have chosen not to purchase this insurance. I (we) agree that I (we) will not hold TrailFinders, its agents and/or owners liable for any losses suffered by me (us) as a result of having declined to purchase this insurance.

Passenger: \_\_\_\_\_ Passenger: \_\_\_\_\_

**IMPORTANT!** If you have your own medical insurance, please include below the **insurance company name, policy number and actual telephone numbers (not toll-free numbers)** to allow us to contact them from foreign countries on your behalf if necessary during the trip.

**Who should we call on your behalf in case of an emergency during the journey?**

Name	Address	Telephone

**Medical Information**

If you have any medical condition(s) or allergies which could potentially impact you during the trip, please describe these. This information will assist the Tour Leader and local medical staff to deal with any medical emergencies quickly. This information will be kept strictly confidential.

**Special Dietary Requirements**

If you have any special requirements with respect to food, please indicate those here. We will use this information to notify airlines, restaurants and the tour leader.

**If sharing, please indicate bed configuration preferred:** Twin Beds  One King/Queen Bed

**International Air Arrangements (Canada to/from start and end of tour)**

If your international air ticket is not included in the tour price, please indicate:

- I (we) will likely require international air ticket(s). We will call you to discuss.**
- We will arrange one ticket on points but may require the second ticket to match the itinerary.**  
(Please send us the detailed itinerary for the first ticket as soon as possible.)
- I (we) will arrange my (our) own air ticket(s) on points or elsewhere.**

Since we may be arranging your local flights within the tour, we require the following:

	Passenger 1	Passenger 2
<b>Seating preference</b> Aisle, window, across aisle from each other, seat next to each other, etc.		
<b>Frequent Flyer Numbers &amp; Airlines</b> (Star, One World & Skyteam) In case you are eligible to earn points on some flights during the trip		

**Please complete every item on this form and return it to TrailFinders by mail or in person. Scanned or photographed forms will be accepted provided they are followed up with delivery of the original within a reasonable period.**

This form is not complete without the following enclosures:

- A copy of the information page(s) of your passport(s). Note: You may scan or photograph these and email them to us separately if you wish.  
If you don't have a currently valid passport please attach a photocopy (or send a scan or picture) of your old one and apply for a new passport immediately. Notify us when your new passport arrives.
- If you are not using a credit card for your deposit, please enclose a cheque or bank draft made out to TrailFinders Canada.

**Mail to:** TrailFinders Canada, Suite 1, 21 Concourse Gate, Ottawa ON K2E 7S4 CANADA

**Scans, photos and e-mails to:** [miral@trailfinderscanada.com](mailto:miral@trailfinderscanada.com)

*The Terms and Conditions included with this form as Pages 4&5 describe the agreement between you and us. Please read them. They form an integral part of this Booking Form and passengers returning this form and booking travel as a result are deemed to have agreed to these terms and conditions.*

I (we) have read the attached Terms and Conditions and wish to proceed with the booking of this trip.

Signature 1 \_\_\_\_\_ Signature 2 \_\_\_\_\_

Office use only  
Date/Time Received:

## Booking Terms and Conditions

These are the Terms and Conditions which apply to your booking. Please read them carefully as you will be bound by them. These Terms and Conditions govern the relationship between you and TrailFinders Canada (1633966 Ontario Inc).

By signing and submitting the Booking Form for TrailFinders Private Journeys or by booking a custom-designed itinerary, you agree to be bound by these Terms and Conditions that outline, among other things, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights. For the purposes of this legal document, the person or persons named on the Booking Form are hereafter referred to as the "Client".

These Terms and Conditions shall constitute the entire agreement between TrailFinders and the Client relating to the subject matter herein and shall constitute a binding agreement. There is no verbal or written representation, warranty, collateral agreement, prior agreement, description of services or conditions, other than as expressed herein. The service(s) to be provided is/are the tour(s) referred to on the Booking Form or on the custom-designed itinerary.

### Nature of the Business

TrailFinders is a fully-licensed retail travel company registered in the Province of Ontario and regulated by the Travel Industry Council of Ontario under registration number 50014082. As an agency, TrailFinders does not own or operate the travel products and services offered to its clients and TrailFinders acts only as an agent acting on behalf of the client in regard to the booking of and payment for travel arrangements. These arrangements are made through Canadian and/or Foreign wholesalers, tour operators and ground handlers who provide the actual hotel accommodation, transportation arrangements, airline tickets, restaurant meals, tours and other products and services which make up the travel products being booked by the client.

In some cases such as on our Private Journeys, TrailFinders staff may accompany the client(s) on the booked itinerary to offer assistance and advice during the trip and to fulfill the role of a tour leader. In other cases, clients may be travelling alone, with or without the assistance of local guides provided by the wholesalers and ground handlers in the countries in which the trip is being provided. In the industry these arrangements are referred to as a Custom-designed trip, FIT or GIT.

### The Contract

By making a booking, you accept on behalf of yourself and all those named on the Booking Form to be bound by these Terms and Conditions. It is at this point that a contract between TrailFinders and the Client comes into existence. Before your booking is confirmed and a contract comes into force, TrailFinders reserves the right to increase or decrease the price of the travel products being booked.

All persons wishing to make a booking for our Private Journeys must submit a signed, paper copy of the Booking Form either by hand or by post. From the time of receipt of the booking form in TrailFinders' office, these terms and conditions will apply. A facsimile transmission is acceptable as an interim measure during the time the paper copy is in the postal system. If transmitting a Booking Form by facsimile, you agree to be bound by the Terms and Conditions from the time of acceptance of the booking by TrailFinders, even if this is prior to the time at which the actual paper copy arrives in the TrailFinders office.

For Clients purchasing a custom-designed itinerary, acceptance of the itinerary and payment of the deposit constitutes a booking and at that point these terms and conditions will apply.

TrailFinders reserves the right to decline any booking at its discretion.

### Medical Condition of Client

Clients with pre-existing medical conditions, pregnancy, physically challenged conditions or any other physical or mental condition which may reasonably be expected to potentially affect their ability to complete the full travel arrangements being booked, must inform TrailFinders in writing by so indicating on the Booking Form or by email or separate document. TrailFinders agrees to keep this information confidential and to retain the information in accordance with the Canadian Privacy Act. While TrailFinders reserves the right to decline a booking from any Client on medical grounds, it will not unreasonably do so. The client acknowledges that the honest disclosure of the information will assist all concerned in assessing the ability of the potential client to complete the trip and the ability of TrailFinders to respond to an emergency situation during the trip.

TrailFinders advises that its staff and agents will not be held responsible for health related issues and clients booking our trips

are responsible for ensuring that they are healthy enough to undertake the expected activities.

TrailFinders strongly recommends that clients visit a reputable travel medicine clinic two months or more prior to departure to ensure that they are aware of potential health risks and to arrange for appropriate inoculations and other medicines as required.

### Foreign Conditions

The Client understands and acknowledges that conditions in foreign countries may be significantly different from those in Canada and that some destinations may be remote, isolated and far removed from medical care facilities. Medical facilities vary from country to country and TrailFinders makes no representations and gives no warranties in relation to the standard of any treatment from foreign medical facilities.

### Written Material

TrailFinders often issues important written material prior to a trip and in the case of our Private Journeys, during the trip. Clients booking these trips agree to read such material and prepare themselves accordingly. Due to frequently changing conditions in foreign locations, any information or advice provided by TrailFinders on matters such as clothing, climate, packing, local prices, baggage, activities, security, safety and related travel advice is given in good faith but without responsibility for absolute accuracy.

### Dietary Requirements

While TrailFinders will do its best to meet special requests including dietary requirements, such requests do not form part of the Contract and therefore TrailFinders is not liable in case of non-provision of these requests.

### Currency

TrailFinders prices travel products in both Canadian and US currency. US currency pricing is often used when payments to foreign suppliers must be in US dollars. This approach keeps foreign exchange losses to a minimum and results in the best value pricing for the client.

In cases where clients wish to pay US dollar amounts by credit card, the US dollar amount will be converted to equivalent Canadian dollars at the time of the actual payment. This is a limitation of Canadian point-of-sale terminals for credit cards and is not a local policy of TrailFinders. Clients are always permitted to pay any amounts by bank draft or personal cheque in either US or Canadian funds if they so wish.

### Quote fee for Custom-Designed Journeys

Quotes provided for TrailFinders Independent and Custom-designed products are generally subject to a non-refundable quote fee of at least CAD\$50 per person. Should the booking be confirmed, the fee will be deducted from the final payment amount. Some quotes may be exempt from the quote fee at the discretion of TrailFinders' agents.

### Payments

At time of booking, a non-refundable deposit is due as indicated on the trip pricing section of our website or on the quote document. Funds received as deposits may be forwarded at that time to foreign suppliers in order to confirm the booking of hotel accommodation, transportation and other products and services.

Final payment is due 90 days prior to departure date. If a booking is made 90 days or less prior to departure, full payment is due.

Prices shown on the Booking Form, the Custom-Designed quote or on our website are subject to change at any time up to the time that full payment is received. After payment in full, prices will not be subject to change.

After having accepted a booking and prior to the start of travel, TrailFinders reserves the right to cancel any planned travel services for Clients who have not met payment deadlines as indicated on their invoice or Booking Form, however it will not do so unreasonably. In this case, TrailFinders will refund all amounts received from the clients which are still being held by TrailFinders and which have not yet been sent to the foreign suppliers, less an administration fee of CAD100.

### Payments to Foreign Suppliers

Clients booking travel arrangements through TrailFinders that involve foreign suppliers are advised that international funds transfers are made to these suppliers on the clients' behalf by TrailFinders in order to confirm and hold accommodation, air tickets and other travel arrangements and these payments may be made significantly in advance of the actual dates of travel. These payments are subject to the terms and conditions of the foreign supplier and are generally entirely non-refundable. For this reason, clients' payments made to TrailFinders for foreign travel products

are non-refundable. TrailFinders continues to highly recommend appropriate travel insurance products to cover these amounts.

### Changes to itineraries

TrailFinders reserves the right to make changes to any of its trip itineraries as required at any time, however TrailFinders will always attempt to minimize such changes.

Since services and travel products are often arranged from several months to more than a year in advance, changes to airline schedules, hotel and boat availabilities, site accessibility and other circumstances beyond our control may cause us to adjust parts of the planned itinerary prior to departure or even while en route. As well, in cases where TrailFinders is made aware of developing conditions at the destination that may impact the safety or security of the Clients, TrailFinders will make the necessary changes to the itinerary in order to remove the threat or reduce it to acceptable levels.

In case of change from the original itinerary, TrailFinders will attempt to substitute services of equivalent value to avoid refunds or additional costs. In proceeding with the booking of travel arrangements, Clients accept that these changes may occur and that specific items shown in the planned itinerary may be substituted with items of a similar, or in some cases a dissimilar nature as required and that due to prevailing availability and costs at the time, this alternate itinerary may not be exactly the same duration and price as the original trip. No refunds will be given and no additional charges will be assessed for specific itinerary items that may be missed due to changes where a similar value product has been substituted.

Any additional expenses incurred by the Client as a result of delay, accidents, natural disasters, political unrest or other similar events over which TrailFinders has no control must be born by the Client. Notwithstanding this, TrailFinders accepts responsibility in those cases where, after departure, a significant or material part of the products and services included in the tour itinerary may not be subsequently delivered as planned. In such a case, TrailFinders will refund an appropriate amount to the client provided the non-delivery is the fault of either TrailFinders or its active suppliers, except in cases where alternate arrangements of a similar nature are provided or in cases where services are not provided due to bankruptcy or insolvency of the supplier (see details below).

TrailFinders will not refund amounts for non-delivery of specific itinerary items resulting from actions or decisions of the clients themselves or of parties not directly connected with TrailFinders or its suppliers.

### Cancellation by Client

Any cancellation by a Client must be made in writing. The date on which the request to cancel is received by TrailFinders or its agents will determine the cancellation charge applicable.

The cancellation charges are expressed as a percentage of the total tour price, excluding insurance.

Cancellation 90 days or more before departure: Loss of deposit.

Cancellation 89 days or less before departure: 100% of cost of services booked.

The Client is strongly advised to take out cancellation insurance at the time of making the initial booking.

In addition to the cancellation fees detailed herein, the full insurance premium for any insurance arranged through TrailFinders is non-refundable.

Clients relying on the travel insurance provided by their credit card company should check the details closely. Often this insurance covers only interruption and not cancellation.

### Cancellation by TrailFinders

If TrailFinders cancels a Private Journey prior to 90 days before departure, the client will have the option of applying the paid deposit towards a similar or different TrailFinders Private Journey on another date or towards a custom-designed journey for the same or alternate dates. If these options are not acceptable to the Client, the deposit will be refunded in full.

TrailFinders reserves the right to cancel any trip for any reason at any time, but TrailFinders will not cancel a tour less than 90 days before departure except for force majeure or unusual or unforeseen circumstances outside TrailFinders' control which have the potential to impact the safety, security and/or well-being of Clients.

If TrailFinders cancels a tour within 90 days of departure, the Client will be offered either the same tour or a similar tour on another date and the funds already paid to TrailFinders will be applied in full to the new trip. If the new trip or date is unacceptable to the Client, the Client may choose a custom-designed trip in the same area on any date and all funds previously paid will be

applied to this new product. Alternate products offered by TrailFinders may or may not be at the same price and duration as the original product.

Alternately, in the case of a cancellation by TrailFinders within 90 days of departure, the Client may instruct TrailFinders to keep the paid funds as a credit toward future travel.

If none of these options are acceptable to the Client, TrailFinders will refund all funds paid by the client for the particular tour in question, less any funds already sent to foreign suppliers which are not recoverable by TrailFinders.

No other compensation will be paid in the event of a cancelled departure. In case of cancellation of a tour, TrailFinders will not be responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as unusable visas, vaccinations, non-refundable flights or other transportation costs, loss of earnings, pet care fees and so on.

#### **Guaranteed departures for Private Journeys**

TrailFinders guarantees selected departures of Private Journeys at their discretion. In general, departures are guaranteed once there are six Clients confirmed. Once a departure is guaranteed, TrailFinders will not remove the guaranteed designation unless circumstances beyond TrailFinders' control cause the trip to be impossible to conduct without jeopardizing the safety, security or well-being of the client. Therefore the guarantee of departure is still subject to force majeure situations and TrailFinders reserves the right to remove the guaranteed designation in these cases. TrailFinders will not be held accountable for any indirect cost resulting to the Client from this action.

#### **Unused Products and Services**

There will be no discounts offered nor monies refunded for missed or unused services during a tour in cases of Client late arrivals, early departures or en-route delays or when the Client makes the decision to opt out of specific site visits or makes a voluntary or involuntary termination from the tour.

If, while en-route, certain elements of a tour are unavailable for any reason, TrailFinders reserves the right to substitute alternate items of similar value during the tour.

#### **Travel Documentation**

Clients are responsible for arranging for and being in possession of a passport which is valid for the duration of the trip plus at least six months thereafter. Visas may be required for specific trips. TrailFinders will advise Clients with respect to visa requirements prior to departure.

#### **Delay of Group**

In cases where clients suffer illness or become incapacitated during the trip or have other problems for which they require on-the-spot assistance, TrailFinders staff will attempt to do everything they can to help the Client to obtain appropriate assistance and advice, however the Client's condition cannot be allowed to result in delays to the other participants with respect to the intended group itinerary. In cases where the Client(s) must remain behind, TrailFinders tour leader has a responsibility to move ahead with the group and cannot stay behind to care for the delayed Client(s). TrailFinders will assist in every way possible to arrange for the delayed clients to rejoin the group at a later time, however cannot be responsible for the resulting loss of services or increased costs due to the delay. The Client(s) must be prepared to pay for the extra costs resulting from these events.

On some tours, TrailFinders may have two staff members present during parts of the itinerary. If, in these cases the delayed or incapacitated clients request that one of the TrailFinders staff members stays behind with the client while the rest of the group moves on, TrailFinders may agree to this temporary arrangement. In this case TrailFinders accepts no responsibility for outcomes of the event and will not be held responsible for the provision or standard of any medical care or for the well-being, safety or security of the Client or successful evacuation if required. However, as always TrailFinders will attempt to assist in whatever way possible. In these cases, the delayed or incapacitated clients agree to reimburse TrailFinders for the additional costs incurred by TrailFinders staff including, but not limited to accommodation, meals, cancellation fees & transportation change fees during the time they stay behind with the Clients and for the costs of catching up with the group afterwards.

#### **Participation**

Clients agree to accept the authority and decisions of the company's staff and agents during the tour. If, in the opinion of TrailFinders staff, the conduct of the client appears to be inconveniencing other tour members or endangering the safe, comfortable or enjoyable progress of the group, TrailFinders

reserves the right to exclude such clients from part or all of the tour. No refunds will be given for unused services.

#### **Promotion**

TrailFinders may, during the trip, take video or still photographs of participants and reserves the right to use these items for promotional purposes without payment or compensation.

#### **Tour Leaders**

In the event that the pre-designated tour leader is not able to lead the tour, TrailFinders reserves the right to substitute an equivalent tour leader of its choosing.

#### **Acceptance of Risk of Foreign Travel**

The Client acknowledges that he/she may be travelling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may be considerably poorer than those existing in Canada. As a result, the Client acknowledges that foreign travel may involve a significantly increased amount of personal risk when compared to travelling in Canada and the Client hereby agrees that he/she wishes to proceed with such travel and does hereby release TrailFinders from all claims and causes of action arising from any damages or injuries or death resulting from incidents occurring during foreign travel.

#### **Limitation of Responsibility**

Travel services for your trip have been arranged by TrailFinders with Foreign suppliers. Notice is hereby given that all arrangements made on behalf of the Client are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out the arrangements. TrailFinders acts as an agent for transport companies, hotels and other contractors and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveller, acts of God, detention, quarantine, strike, riot, theft, force majeure, volcanic activity, earthquake, civil disturbance, government or military restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle, cart or any other form of transport including animals or in any hotel or guest house, pension or other form of accommodation. The Client acknowledges that the quality of the products organized by TrailFinders, including accommodations and all other services related to the tour which are organized by TrailFinders, are not within the control of TrailFinders and that the quality of such products may be compromised by local conditions.

The client acknowledges and accepts that due to prevailing economic and political situations in foreign countries, local operators may have little or no insurance coverage for civil responsibility, transportation, damage, loss, injury or death of passengers. The client also specifically acknowledges that he/she is aware that with respect to passenger accident liability coverage, this coverage may be limited or may not exist at all. As a result the client must assume that he / she is not covered by any company insurance policy including liability insurance for death, injury, damage to property or any other loss. Clients must personally protect themselves for these events and agree that they will indemnify TrailFinders, its owners and staff against any actions brought about due to incidents experienced during the trip resulting in death, injury, damage to property, delay, increased costs or other losses.

Accordingly, the Client, in signing the Booking Form, hereby releases TrailFinders from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, injuries or death related to the provision of such products and services. The information on TrailFinders' website describing this trip or in the documents supporting a custom-designed itinerary is correct to the best of TrailFinders' knowledge at time of publication and TrailFinders accepts no liability for any innocent inaccuracies contained therein.

While TrailFinders provides, in good faith, written and verbal warnings regarding potential hazards related to these trips, the client acknowledges that he/she understands and accepts that these warnings may not cover all possible hazards and that he/she must take responsibility for being aware of security and safety issues and for keeping themselves safe during the trip. In spite of precautions taken by TrailFinders and its suppliers to provide a safe and secure environment, clients together with their personal property including baggage are at all times during the trip solely at their own risk. Clients are responsible for arranging sufficient travel insurance to cover any possible unforeseen losses including but

not limited to medical expenses, injury, death, repatriation, cancellation and curtailment. Clients must satisfy themselves that the insurance they have obtained is what they require and is sufficient to cover them for all eventualities.

Clients are responsible for making themselves aware of any Canadian Government Travel Warnings as posted on the Foreign Affairs website. In booking the trip, Clients are deemed to have made themselves aware of these warnings and to have made the decision to travel regardless of whether or not specific warnings exist for the regions being visited. Clients are advised that TrailFinders staff may not be able to adequately protect them from elements of local crime, banditry or acts of aggression and war. In proceeding with the booking of this trip, clients are deemed to accept this risk and will not hold TrailFinders, its owners, management or staff responsible for incidents arising from actions which are beyond the control of TrailFinders staff & owners.

#### **Insurance**

It is highly recommended by TrailFinders that all Clients travelling to foreign destinations obtain adequate travel insurance and that the onus is on the Client to ensure that the coverage is adequate to meet his or her needs.

For clients travelling with TrailFinders on a Private Journey, travel insurance with adequate medical coverage is mandatory. This insurance must cover personal injury, medical expenses, repatriation expenses and evacuation expenses. Clients must provide proof of adequate insurance coverage prior to departure.

It is strongly recommended that travel insurance coverage be extended to include coverage for cancellation, interruption and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client.

TrailFinders shall have no liability for loss, theft of or damage to baggage or personal effects lost or stolen while unattended by the client in public lounges or other public areas, or on board a vessel, train, bus or other mode of transportation whether publicly owned or operated by local suppliers.

#### **Security of Funds**

In accordance with the law of Ontario, all money received by TrailFinders as payment for travel products and services is deposited in a Travel Trust Account with TD Canada Trust. The funds are held in Trust until the individual products and services comprising the tour have been paid to airlines, tour companies and foreign suppliers on behalf of the client.

#### **TICO Compensation Fund and lack of coverage for Foreign Suppliers**

TrailFinders is a member in good standing of the Travel Industry Council of Ontario and is covered by the Ontario Travel Industry Compensation Fund. This fund has been provided to compensate consumers who paid for, but do not receive travel services because of the bankruptcy or insolvency of a registered Ontario travel agency or travel wholesaler. In the event that the Ontario registered travel agency or travel wholesaler goes out of business or the client does not receive travel services due to the failure of an airline or cruise line, the client may be eligible for reimbursement up to \$5,000 per person, subject to the provisions of the Travel Industry Act.

TrailFinders' clients are advised that the aforementioned compensation fund does not provide compensation in the case of bankruptcy or insolvency of a foreign supplier and since the majority of foreign travel services provided to our clients are supplied by foreign firms, the client may not be eligible to claim from the fund in case of non-delivery of services. The client should be aware that some travel insurance policies do provide partial coverage of amounts not provided for by the TICO compensation fund in these instances but many policies do not provide any coverage. The client is responsible to determine whether or not he/she has adequate coverage for insolvency and/or bankruptcy of foreign suppliers according to his/her specific needs.

#### **Severability**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

#### **Updating Terms and Conditions**

TrailFinders reserves the right to update and amend these written terms and conditions at anytime. Changes will be posted on TrailFinders website at [www.trailfinderscanada.com](http://www.trailfinderscanada.com). It is the responsibility of the Client to keep abreast of changes.