Boutique Escapes TERMS & CONDITIONS 2021

What's included - groups and individual travel:

Services below (if purchased) – see details on your proposal / paid invoice Services may include but not be limited to: Hotels, transfers, tours, taxes (with exceptions) train tickets, meals

All itinerary items are subject to change.

What's not included: All airfare (unless purchased and indicated on invoice); airport taxes; luggage fees; visa fees; reciprocity fees; any expenses not specified on the invoice - including but not limited to: daily city tax; telephone, internet, laundry, personal items & sundries, individual purchases, tour cancellation/health insurance, food & drink (meals other than specified), gratuities (unless other wise indicated on invoice). Accommodations: Hotel ratings are based on the visiting country's ratings; standards may vary from North American standards. Accommodations are with private bathroom facilities (toilet, shower and/or tub). A "double room" (one bed) - may have twin beds, that is two smaller beds substituted for the one bed. Hoteliers have the right to make certain changes to their property; such as they may choose to improve or maintain the property without notice. Boutique Escapes cannot be held responsible for any inconvenience. Furthermore should for example, there be a breakdown of equipment and / or any other reason something is restricted or terminated, Boutique Escapes cannot be held responsible. Furthermore, if due to circumstances beyond Boutique Escapes control, the hotel fails to provide the reservation, Boutique Escapes or its agents have the right to provide accommodations of a similar or higher category.

Prices: Prices are current at time of proposal and subject to change without notice. Prices are guaranteed 60 days from departure. Prices are in CAD or USD currency, indicated on proposal as double, single, triple or quad occupancy (please see your proposal and/or paid invoice). A single supplement is charged to a client requesting a single occupancy room, note that single rooms in Europe are often smaller, and may cost more per person.

Price increases: Prices are subject to change at any time due to exchange rates and are not guaranteed until 60 days before arrival. Should the cost of your trip increase by over 7% due to currency exchange rates, you have the right to cancel your trip and obtain a full refund.

Reservations/Deposit:

Rates in CAD or USD as per proposal and paid invoice Deposit is due on booking and is <u>non-refundable</u>.

Note: deposit may increase based on non-refundable products. Balance is due 60 days before service begins and is <u>non-refundable</u>. Groups / Special circumstances: balance is due 90 days before service begins and is non-refundable.

Deposit amount for groups varies; refer to proposal / paid invoice. For individual travel a \$75 p.p. for bookings of less than \$1000 p.p.; \$125 p.p. for bookings \$1,000 to \$2,999 p.p.; \$300 p.p. for bookings \$3,000 to \$4,999 p.p.; \$500 p.p. for bookings \$5,000 to \$7,499 p.p.; \$750 p.p. for bookings \$7,500 p.p. or over

We accept Visa, MasterCard & American Express. For Groups Boutique Escapes reserves the right to decline a client, and the right to terminate a client's participation in a tour, if deemed necessary.

Less than 90 days to start of service: If travel services are confirmed

less than 90 days to start of service, payment is due in full, non-refundable. Exceptions: Overnight Train; tours; non-refundable room options etc Should a client book travel services that are 100% non-refundable when booked (please see your proposal and/or paid invoice) then the described service is non-refundable once purchased under all circumstances. Client cancellation: Written cancellation notice received 91 days or more prior to beginning of services deposit is forfeit. Written cancellation notice received 90 days or less to beginning of service, full amount is forfeit. Travel cancellation: We reserve the right to cancel any tour at any time for any reason, such as and not limited to; too few participants, safety of guest in question, quality of our tour is in question etc. If this happens, whenever possible we will notify you within 24 hours of the change in itingraps. In most situations the tour or service will be refunded.

itinerary. In most situations the tour or service will be refunded. In the event of an Act of God, act of war, act of terrorism or comparable situation occurring 90 days or fewer prior to commencement of services, Boutique Escapes cannot be held financially liable. For group tours we do not recommend non-refundable, advance-purchase air tickets, as we cannot assume responsibility for any loss incurred on account of such

Health: By making a payment towards Boutique Escapes services, you certify that you do not have any physical condition or disability that would create a hazard for you or other clients traveling with you, and that you understand that the health care standards of the visiting country may be different. Some facilities do not have elevators or related services with which to gain access and will not be accessible to some clients.

Customs and Immigration: Should any country refuse entry of a Boutique

Escapes client, for any reason, Boutique Escapes is not responsible, and no refund is applicable.

Travel Documentation: It is the client's responsibility to obtain, at their own expense, all documentation and vaccinations required by all relevant government authorities.

Standards: Living standards and practices outside of Canada and the USA may be different. Such as and not limited to: sanitary conditions, hospital availability, health and medical care, local accommodations, transportation, electricity, food preparation and water quality. Boutique Escapes shall not be responsible for any claims, costs, damages, expenses, injuries or losses resulting from these differences. **Smoking:** Smoking is NOT permitted at ANY time the group is together. Private pre-arranged transfers / tours / shore excursions: Boutique Escapes assumes no responsibility for any costs incurred caused or associated with: flight/train/ship delays, missed connections, lost luggage, Customs delays or any other unforeseen event. No refund is applicable for transfers and you will be considered a "no show" should any of these events occur. With notification Boutique Escapes will attempt (not guarantee) to rearrange the driver (and or tour guide) meet time. Boutique Escapes Roles and Responsibilities: Boutique Escapes is a registered travel representative with the Travel Industry Council of Ontario. Boutique Escapes is not a hotelkeeper, sightseeing tour operator or transportation operator, all these services are provided by independent companies, herein known as service providers, over which we have no control. Boutique Escapes obligation towards the traveller is to make a reservation with the service provider and issue the payment for the service when due, prior to the traveller's arrival. Since we have no control over the service provider we cannot assume responsibility for any errors, acts or omissions by the service providers, their employees nor any other person over which Boutique Escapes has no direct or immediate control. Limitation of Liability & Release: Boutique Escapes will not be responsible for any physical or mental injury or loss (including property stolen, lost or damaged) arising in connection with a client's participation in a Boutique Escapes vacation, however caused, even if caused by the negligence of Boutique Escapes, our employees, agents or independent contractors, unless caused by the reckless, wilful or fraudulent of Boutique Escapes staff period. Although Boutique Escapes makes every effort to ensure the agents we have chosen are responsible agents, we are unable, and do not have, control over them, and therefore cannot be responsible for their acts or omissions. The client agrees not to bring or maintain any legal action against Boutique Escapes, our employees or agents or independent contractors in respect of any such injury, loss or damage and release them from any such liability and any liability in respect of claims made against the client as a result of the client's actions on a tour. The client acknowledges and agrees that Boutique Escapes its directors, officers, shareholders, employees, agents, successors, assigns and independent contractors, shall not be liable or responsible for any claims, costs, damages, expenses, injuries or losses resulting from any Act of God, any act of war or terrorism, or any other unforeseen incident or circumstances. The contract and the relationship between the client and Boutique Escapes will be governed exclusively by Ontario law and will be binding upon the client's successors and legal personal representatives. Any dispute relating to the agreement or relationship between Boutique Escapes and the client or the tour will be resolved exclusively in the courts of the Province of Ontario.

Boutique Escapes is registered under the Travel Industry Act of Ontario (TICO) # 1549342 retail & # 50023074 wholesale

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