



*Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us.*

## 1. Our contract

All bookings are made with Wheelz Niagara (**us/we**). By booking with us you are deemed to have agreed to these Booking Conditions (which constitute the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation/invoice.

## 2. Validity

Itineraries are valid only for date/dates booked. We always retain the right to make reasonable adjustments without notice. Itineraries in all cases are indicative only. Transfers are only valid on travel dates confirmed and only at times as prearranged unless changes are approved by our office in writing.

## 3. Payment/Deposit requirement

You are required to pay in full, in advance for your booking to be confirmed. We cannot reserve time for you under any circumstances without payment. If your booking is made within 60 days of the tour/transfer date, then the full amount is payable at the time of booking. In some cases, if requested, outside of the 60-day window, we will accept a 50% deposit, or an amount in lieu of, as set by us. We offer secure on-line payment processing through the Paypal payment portal. Paypal accepts all domestic and international credit cards. On last minute bookings we may at our discretion offer to accept payment day of/in vehicle. Your driver/guide will accept either Visa or Mastercard or Canadian Debit or cash. Payment must be made and approved to our satisfaction prior to provision of any service. All transactions are in Canadian funds. Fair exchange on all other currency will be offered based on **our** daily rate calculations at time of payment. Our decision in this regard is final. Our debit/credit machines only function in Canada.

## 4. Acceptance of booking and final payments

If we accept your booking, we will issue a confirmation/invoice. A contract will exist between us from the date we issue the confirmation/invoice subject only to payment. If you book within 30 days or less of service date the contract will exist when we accept your payment. In situations involving deposits, please refer to your booking

confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 30 days prior to the service date. If this balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled.

## 5. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the tour/travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of January 01 2019; note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges up to 60 days before service due to unfavorable changes in exchange rates, increases in airfares or other transportation costs (FUEL), increases in local operation costs, taxes, or if government action should require us to do so. In such instances we will be responsible for any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Air Passenger Duty is included in the price of your air inclusive trip. Please note that a surcharge may be applied to all purchases made by credit card.

## 6. Your details

For us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing dietary or medical conditions you have which may affect your ability to complete your arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip/tour. For airport transfers, we require all of your pertinent flight details, not limited to Date of Travel, Airline Name, Airport Name (both Arrival and Departure, Flight Numbers and Estimated Times. We also in all instances require Your contact information, both home and mobile phone number and a relevant e-mail address.

## 7. Cancellation by the traveller

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 60 days or more prior to provision of service, we will retain the deposit;
- Between 31 and 55 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- 30 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

Note that different cancellation conditions including higher charges apply to some styles of trips and additional services. Your booking consultant will advise if differences apply and details can be found in the confirmation/invoice relating to your trip. You are strongly advised to take out cancellation insurance at the time of booking for trips involving air travel which will cover cancellation fees. If you leave a trip/tour for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you fail to join a tour/trip/transfer, join it after departure, or leave it prior to its completion, no refund will be made. If you no-show for a transfer under any circumstances and do not advise us of rescheduling information in a timely and reasonable manner, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees.

## 8. Cancellation by us

We may cancel a trip at any time up to 56 days before departure, subject to clause 14. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, weather, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

### 8.(B) Delays Caused by Traffic/Weather/ Mechanical Breakdowns

Many of our products involve highway/road travel in our vehicles. We cannot accept responsibility for lateness, missed flights or lost time associated with these factors. We try to insure more than adequate travel time in all instances, but, weather, traffic and

mechanical breakdowns are totally beyond our control. If we recommend a pick up/start time and customer causes a change, by his actions (ie.lateness) or amends our suggested time for any reason, we accept no responsibility for the outcome.

## 9. Booking amendments

If you wish to amend your booking or transfer your booking to a third party, you must notify us at least 56 days prior to the proposed service date. A fee of \$200 per person per change may apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 56 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur an \$130 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

## 10. Inclusions

The land price of your trip includes:

- All transport listed in the Essential Trip Information
- Sightseeing as listed in the Essential Trip Information
- The services of a group leader/driver/tour guide as described in the Essential Trip Information

## 11. Exclusions

- The land price of your trip does not include:
- International or internal flights unless specified
- Airport transfers, taxes and excess baggage charges unless specified
- Meals other than those specified in the Essential Trip Information
- Visa and passport fees
- Travel insurance
- Optional activities and all personal expenses
- Government Taxes and Tolls
- Tasting Fees at the Wineries/Breweries...These are venue imposed and must be paid to the property directly.

## 13. Age & Health requirements

**Minimum Age:** For most of our tours and transfers the minimum age for travelers is 15 at the time of travel. Children under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

**Variations:** A minimum age of 18 applies to many Overland adventures, while a lower minimum age applies to Airport Transfers, Transfers, Family trips and Short Break Adventures. Please check with your consultant at the time of enquiry. All bookings for our Family trips must include a child under the age of 18.

**Maximum Age:** For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding, and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

**Drinking Alcohol Age:** In Canada you must be 19 Years of age to consume alcohol. It is your responsibility to abide by this law or to accept the consequences.

## 14. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. This means at times we can have groups with small numbers of travellers. We reserve the right to properly “size” the transportation vehicles to suit the size of the group. Specifically, we will use smaller vehicles for smaller groups. If the vehicle specifics are of importance to you please let us know at time of booking.

## 15. Passport and visas

You must carry a valid passport and have obtained all the appropriate visas, permits and certificates for the countries which you will visit during your transfer/tour. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Essential Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation. If delays are caused by your inability to provide proper documentation at border points or as required, we will charge for our time and loss of use of our vehicles at a rate of \$99.00/hour CDN.

## 16. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## 17. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

**Before departure:** If we make a major change we will inform you as soon as reasonably possible if there is time before departure. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

**After departure:** We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control also in some cases to enhance your experience. In such circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 19. Authority on tour

Our group trips are run by a group leader/driver guide. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

If illness caused by overindulgence of either food or alcohol results in a passenger vomiting in one of our vehicles we will assess a \$200.00 cleaning/deodorizing fee payable by cash or credit immediately. The passenger also may be held financially responsible for any associated loss of use or damage caused.

## 20. Acceptance of risk

You acknowledge that the nature of the trip/tour is adventurous, and participation involves a degree of personal risk. You will be outdoors, visiting places where the ecological and geographical attributes present dangers and physical challenges greater than those present in our daily lives. You are also in most cases frequently entering and exiting our and other vehicles. Extreme care must be taken. Weather can also represent a significant hazard at times. However, it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel/tours. Travel safely.

## 21. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips/tours as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## 22. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

## 23. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the tour/trip/transfer.

## 24. Severability

In the event that any term or condition contained in these Booking Conditions 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 contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 25. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## 26. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip/Tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip/Tour. We will otherwise treat your details in accordance with our privacy policy.

## 27. Applicable law

The laws of Ontario, Canada fully govern these Booking Conditions. Any disputes in connection with a trip/tour/transfer or these Booking Conditions must be initiated in the courts of Ontario, Canada.

## 29. Registered address

5769 Ironwood Street, Niagara Falls, Ontario, Canada.