

# **Terms & Conditions**

**Craig Canadian Group Travel Ltd.**



The purchase of travel and/or other products and services with Craig Canadian Group Travel Ltd., operating as Craig Travel and as Craig Tours ("Craig Travel") constitutes an agreement between you and Craig Travel. The following terms and conditions form part of this agreement.

**TO RESERVE** your place on a Craig Travel tour, simply visit our secure booking page, or complete the enrollment form and send the required deposit (specified in each tour/cruise description). Craig Travel will accept payments by VISA, MASTERCARD, e-transfers, and/or cheque. Reservations can be made by telephone, but a completed enrollment form/credit card authorization must be submitted. Deposit is due at the time of reservation.

**FINAL PAYMENT** is due at least 60-120 days prior to departure (in some cases earlier). Final payment dates are listed for each journey online, on brochures, and invoices. Upon receipt of your enrollment, we will send an invoice. If you choose to make final payment by credit card, please be sure to advise us in ample time and ensure that you have adequate available credit. Craig Travel reserves the right to pass credit card charges to third parties (i.e. airlines, cruise lines, and tour operators). Those wishing to pay by cheque must ensure it arrives at our office before the due date. A [pay by cheque discount](http://www.craigtravel.com/pay-cheque-discount) (www.craigtravel.com/pay-cheque-discount) is available and should be factored into the amount listed on your cheque.

**FINAL DOCUMENTS** will be sent to you approximately two to three weeks prior to departure. All legal documents (enrollment form, datasheet, insurance form/waiver, etc.) must be signed and returned to Craig Travel before final documents will be issued. Craig Travel endeavors to become paperless and will be sending as much documentation digitally as possible.

**CANCELLATION CHARGES** vary by journey and can be significant. Detailed information is available on request and will be sent upon confirmation of booking. A minimum of \$250pp cancellation penalty will apply to any cancellations made on or within 180 days of departure. Cancellations must be submitted in writing.

**COMPREHENSIVE INSURANCE** is highly recommended and available on an optional basis. The traveller is fully responsible for their decision to purchase travel insurance or not and the type and degree of coverage. Insurance information is available on our website, on request, and will also be provided upon receipt of your deposit. Travel insurance policies will have limitations and exclusions to coverage and are designed for permanent residents of Canada. Premiums are non-refundable from the date of purchase. If you have your own coverage, please advise us at the time of booking. *Please Note:* proof of medical insurance is mandatory for entry into some countries.

## **TRAVEL DIFFICULTY LEVELS AND REQUIREMENTS:**

Every Craig Travel group journey has been assigned a CT Rating to help you match your personal capabilities, skills, interests, and requirements with those needed to enjoy your chosen journey. CT Ratings consider physical activity involved as well as other factors including language and cultural barriers, food, length of travel days, altitude, services available (i.e., portage), etc. It is the responsibility of each passenger to ensure their personal capabilities match the requirements for the trip. The impact of a less than honest appraisal of your own abilities may impact yourself, group members, your journey leader and guides by making some or all unable to fully enjoy or optimally achieve all that the trip has to offer. By reserving your place on a Craig group journey, you are confirming that you and/or your travel companion(s) are not currently experiencing significant cognitive or functional impairment and that you have not been diagnosed with dementia or similar. You also agree to notify Craig Travel immediately if your condition changes prior to departure. If you are exhibiting symptoms of cognitive impairment while on tour, Craig Travel reserves the right to remove you from the group and arrange for your safe and immediate return home. Craig Travel also reserves the right to charge any related expenses (such as but not limited to professional repatriation services, flights and/or accommodations) to your credit card. All expenses and losses resulting from a traveller's removal from the tour will fall under the responsibility of the traveller. Craig Travel releases itself of all responsibility for travellers from the moment they are removed from a tour.

**CT RATING:** While we have done our best to accurately assign ratings, these ratings are provided only for your reference. Craig Travel and its agents cannot be held responsible for any mishaps, inability to participate in group activities or perceived loss of enjoyment by

members who chose a journey not suited to their level of ability. An expanded description of CT Ratings is available [online](http://www.craigtravel.com/craig-travel-ratings) (www.craigtravel.com/craig-travel-ratings). Staff are available to answer questions.

**BAGGAGE ALLOWANCE** is limited to one checked suitcase per person as well as one in-flight bag. Baggage must comply with applicable air carrier regulations and may be subject to airline baggage fees. Some journeys may have more restrictive baggage allowances, the details of which will be provided upon booking or request.

**DESTINATION REQUIREMENTS & PASSPORT VALIDITY:** Entry requirements vary by destination for Canadian Passport holders and may include the requirement of tourist visa(s). Entry into a destination country is at the discretion of border authorities. Entry requirements are always subject to change, sometimes with little to no notice. Craig Travel will assist, when possible, in obtaining necessary visas for travel. Travellers may be required to obtain their own visa either online, via mail, or in person. Travellers' passports must be valid for a minimum of 6 months after their anticipated return date and must have at least 4 blank pages. Please discuss entry requirements and health and security advisories for your chosen destination(s) with your Tour or Cruise Specialist or visit <https://travel.gc.ca/> for the most updated information.

**SINGLE ROOMS** are on request for all journeys at the supplements noted in the individual descriptions as listed online and in the brochure, as applicable. Single accommodation is often very limited.

**SHARING ACCOMMODATION:** Individuals travelling alone may request to share but should be prepared to pay the single supplement. In most cases, we can find a suitable roommate through our [CT Match program](http://www.craigtravel.com/craig-travel-match) (www.craigtravel.com/craig-travel-match). If a match is not found by the final payment date or by the date the departure fills, then the single supplement will apply. Members who smoke and request to share must refrain from smoking in the room/cabin. On some cruises, a guarantee share program is available.

**A JOURNEY LEADER** will travel with most groups provided we have a minimum membership (usually 20 members). If numbers do not reach this minimum, groups may be locally hosted.

**TRAVEL BONUS PROGRAM:** Travellers purchasing their selected group journey with group flights will be able to choose one of three available bonus options (subject to change and availability): (1) airport transfers in Canada (available from select locations) (2) \$70 credit per person, or (3) one night at an airport hotel.

**GRATUITIES** are included in journey costs for included services in destination only. For extra services such as optional excursions, meals on your own, transfers at home, etc. tipping is at your discretion. Tipping your journey leader is not expected or accepted.

**JOURNEY COSTS** are listed in CANADIAN DOLLARS. Prices are per person based on twin/double occupancy and are based on a minimum number of members (usually 15 to 20). Single Supplements apply for single accommodation. Prices are subject to changes in taxes, fees, exchange rates, or other factors beyond our control. Group members benefit from excellent group rates – if numbers do not reach set minimums, supplements may apply.

**FLIGHTS:** International group flights will be confirmed in economy class and will originate from a major Canadian gateway; usually Toronto, Montreal, or Vancouver. Add-on flights from other major gateways across Canada are available, the cost of which is listed in the brochure or online. Advance SEAT SELECTION is not possible with group air contracts. Those requiring specific seat selection must speak with our Sales Specialists as early as possible. We highly recommend that you check in online as early as possible (normally 24 hours in advance of departure) and adjust your seating. Travellers wishing to upgrade their seats to premium economy, business class, or similar should make this request as early as possible due to the limited seats available on most flights – supplements apply. On-board meals are the responsibility of the airline. Meal preferences, food intolerances, and allergies will be submitted to the airline in advance.

**NOT INCLUDED** in prepaid costs: some meals (as indicated in the itinerary), passport expenses, alcohol and other beverages (unless included in meal cost), telephone calls, laundry and other items of a personal nature. On cruises, shore excursions are not included except as noted. Supplements for single rooms or upgraded accommodation are as noted. The cost to arrange visas to enter foreign countries, if included, is for Canadian passport holders.

**ILLNESS WHILE TRAVELLING:** For the safety of all travellers, Craig Travel and its suppliers will follow public health and safety measures determined by the governments of the countries/regions we visit, as well as site, venue, and service providers. Craig Travel will endeavor to ensure sanitary guidelines are followed but is not liable should a supplier or employee fail to follow those guidelines. By booking with Craig Travel you understand and accept that exposure to illnesses, including but not limited to COVID-19 and related variants, while travelling is an ongoing risk, and accept the related risks, potential loss, and limitations. Travellers are required to follow all current safety measures and guidelines. Non-compliance as determined by local authorities, governments, and Craig Travel journey leaders or representatives may result in removal from the journey, with all associated expenses and losses being the traveller's responsibility. If a group member is experiencing symptoms of illness, they will be asked to wear a mask when in proximity with others, and to reasonably isolate. To reasonably isolate does not mean immediate removal from the group, activities, meals, and/or transportation, but may result in some missed activities or group experiences if deemed necessary by Craig Travel's journey leaders or representatives in their sole discretion. We all want to enjoy our travels together, please do your part to ensure the safety and health of those around you.

**PRIVACY POLICY:** By using our services, you consent to our collection, use, and transfer of your personal information as described in our Privacy Policy, a full copy of which can be found at the attached link [privacy policy](http://www.craigtravel.com/privacy-policy) ([www.craigtravel.com/privacy-policy](http://www.craigtravel.com/privacy-policy)). In general, and as fully outlined in our Privacy Policy, we will collect your personal information in order to provide our services. This can include information such as your name, age, address and telephone number, credit card information and details as to any physical or health limitations. Also, in order to provide our services, we may engage third-party vendors, service providers, or other agents to perform functions on our behalf. These functions may include, but are not limited to, data storage, payment processing, analytics, marketing, and customer support. We may share your personal information with these third parties to the extent necessary for them to perform their designated functions. We use contractual or other means to ensure that these third parties provide a comparable level of protection for your personal information to that which we provide, in accordance with applicable privacy laws. This includes requiring them to handle your

information confidentially and securely, and to use it only for the purposes for which it was provided. We remain accountable for your personal information, even when it is processed by a third party. Please be advised that your personal information may be provided to, processed and stored by third parties in Canada or in other jurisdictions, including the United States. Any personal information provided to a third-party outside of Canada will be subject to the laws of those jurisdiction(s).

**RESPONSIBILITY:** Craig Canadian Group Travel Ltd (Craig Travel, Craig Tours) and its tour operators (herein called the Companies) act only as agents for the hotels, airlines, bus companies, railroads, cruise lines or owners or contractors providing accommodations, transportation or other services, and all coupons, exchange orders, contracts, and tickets issued by the Companies are issued subject to any and all tariffs, terms and conditions under which any accommodations, transportation or any other services whatsoever are provided by such hotels, airlines, bus companies, railroads, steamship lines or owners or contractors and, by the acceptance of such coupons, exchange orders, receipts, contracts and tickets, the tour participants agree to the foregoing and also agree that neither the Companies nor any of their affiliates shall be or become liable or responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation or other services or resulting directly or indirectly, from acts of God, dangers incident to the sea, fire, breakdown in machinery or equipment, acts of governments or other authorities, de jure or de facto, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics/pandemics/endemics, quarantines, medical or customs regulations, delays or cancellations of or changes in itinerary or schedules or from causes beyond the Companies' control, or for any loss or damage resulting from improper or insufficient passports, visas, or other documents, and that neither the Companies nor any of its affiliated companies shall be or become liable or responsible for any additional expense or liability sustained or incurred by the tour participants as a result of any of the foregoing causes. Airlines concerned are not to be held responsible for any act, omission, or event, during the time the passengers are not on board their aircraft.

**IN NO EVENT SHALL CRAIG TRAVEL OR ITS REPRESENTATIVES OR AFFILIATES BECOME LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**IN NO EVENT SHALL CRAIG TRAVEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU TO CRAIG TRAVEL FOR THE GOODS AND/OR SERVICES SOLD HEREUNDER.**

**ASSIGNMENT:** *The agreement between you and Craig Travel, including these Terms and Conditions, cannot be assigned to another person or third party without Craig Travel's prior written consent. Any attempt to assign or delegate this agreement without Craig Travel's prior written consent is void.*

**SEVERABILITY:** *If any provision (or any part provision) contained in these Terms and Conditions is determined by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, in any jurisdiction, such invalid, illegal, or unenforceable provision (or part provision) will be severed from these Terms and Conditions. Such invalidity, illegality, or unenforceability will not affect the remainder of such provision or any other provision of these Terms and Conditions nor will it invalidate or render unenforceable such provision (or part provision) in any other jurisdiction.*

**AMENDMENTS:** Craig Travel reserves the right to amend, modify, or supplement these Terms and Conditions, at any time, in Craig Travel's sole discretion, by providing notice to you. Such notice may be delivered through electronic means, including email, or by posting the amended Terms and Conditions on Craig Travel's website and/or brochure.

The amended Terms and Conditions shall become effective upon the date specified in the notice or, if no date is specified, immediately upon delivery of the notice. Your continued use of Craig Travel's products or services after the effective date of the amendment(s) shall constitute acceptance of the amended Terms and Conditions.

**APPLICABLE LAWS:** *The agreement between you and Craig Travel, including these Terms and Conditions, is governed by the laws of the Province of Ontario, and you agree to submit and attorn to the jurisdiction of the courts in the City of Toronto, Ontario.*

*Craig Canadian Group Travel Ltd (Craig Travel) is a retail travel agency licensed under the Ontario Government Ministry of Consumer and Commercial Relations, Travel Industry Act 2002, Registration 1498987. Funds on deposit are protected by the Compensation Fund as defined by the Ontario Travel Industry Act 2002.*



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