



## **BOOKING TERMS & CONDITIONS**

### **TERMS AND CONDITIONS:**

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

Our contract and bookings are made by EDIBLE CANADA CULINARY EXPERIENCES CORP. (us/we). By booking a trip with us you are deemed to have agreed to these Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.

#### **1. Deposit Requirement**

You are required to pay a refundable\* \$ 1,000 CAD / USD to reserve a seat to any of our tours (this amount will be deducted from the total balance of your trip once it's booked). After the deposit is confirmed, our team will contact you with a proposed payment schedule which includes:

If your booking is made within 120 days of the departure date, then the full amount is payable at the time of booking.

\*This amount can only be refunded before the payment of the 25% confirming the booking.

#### **2. Acceptance of Booking and Final Payments**

Acceptance of your booking will be confirmed by us in writing. Please refer to your booking confirmation invoice for details regarding final payments. If the booking fee is not paid on or before the booking due date we reserve the right to treat your booking as cancelled.

#### **3. Your details**

In order for us to confirm your travel arrangements you must provide all requested personal details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements.

#### **4. Cancellation by the traveler**

If you cancel a trip after making a booking you will lose all of the money you have paid for the trip. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel:

- More than 90 days prior to departure, we will retain 25% of the deposit.
- More than 60 days prior to departure, we will retain the total cost of non-refundable services or 50% of the tour price, whichever is greater.
- Less than 60 days prior to departure, we will retain the full trip price.
- You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances. If you leave a trip for any reason after it has



commenced we are not obliged to make any refunds for unused services.

#### **5. Cancellation by Edible Canada**

We may cancel a trip at any time up to 60 days before departure. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel a trip you will receive a full refund. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

#### **6. Inclusions**

A detailed inclusions list will be sent to you after you confirm the interest in one of our tours.

#### **7. Exclusions**

A detailed exclusions list will be sent to you after you confirm the interest in one of our tours.

Usually, these items are not included in our bookings: Meals other than specified per itinerary, visa and passport fees, travel insurance (medical travel insurance is mandatory), free-time activities and all personal expenses, and items of personal nature. Flight tickets can be part of our tours price (e.g "Flight Across the Top of Canada" and "Yukon Whisky and Wine weekend" or not (e.g "Sri Lanka - A passage to the Indian Ocean" or "Southern Road Trip - Exploring USA's Deep South").

#### **8. Prices & surcharges**

Our trip prices are based on currency exchange the date the booking is made. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, increases in transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 4% of the additional costs 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.

#### **9. Age**

**Minimum:** General Policy: For the majority of our trips the minimum age is 18 years of age. Exceptions to this policy will be dealt with on a case by case basis and are subject to written approval by us. For the "Southern Road Trip - Exploring USA's Deep South", the minimum is 21 years of age.

**Maximum:** General Policy: We usually have no upper age limit though we remind you that international travel trips are physically demanding and a Medical Release form is required for all passengers.

#### **10. Passport and visas**

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. 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 all applicable countries consulates 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.

### **11. Travel insurance**

Travel insurance is compulsory for all participants and should be taken out at least 7 days prior to departure. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the heads of cover. We also strongly recommend you purchase insurance at the time of booking, and that it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance 7 days prior to scheduled trip departure; you will not be able to join the trip without it. Travel insurance can be arranged through our office.

### **12. 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 this trip is representative of the types of activities intended, but it is understood that the route, schedules, sightseeing, activities, flights, itineraries, hotels, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

### **13. Change of itinerary**

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary.

**a.** Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in seven of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the trip or accepting an alternative tour offered.

**b.** After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: you agree to have reasonable access to Emergency Funds at a minimum of US\$400, to be used in such instances. 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.

### **14. Authority on tour**

The decision of the tour leader (or guide) is final on all matters likely to affect the safety, interest, or well-being of any person participating in the trip. You must at all times comply with the laws, customs, foreign exchange and drug regulations of the country visited. If you are affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, you must advise us in advance. Should you fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, we may terminate your travel arrangements without any liability on our part and you will not be entitled to any refund for unused or missed services or costs incurred resulting from



the termination of the travel arrangements.

#### **15. Acceptance of risk**

You acknowledge that participation in this trip involves a degree of personal risk. It is also your own responsibility to acquaint yourself with all possible 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 assume the personal risks attendant upon such travel.

#### **16. Adventure activities**

In this "Agreement" the term Adventure Activities shall include all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by the OPERATORS and shall include but are not limited to bungee jumping, canyoneering, caving, cycling, hang-gliding, heli-hiking/heli-skiing, horse riding and other equine related activities, hot air balloon rides, hunting, ice climbing, ice fishing, motorcycling/ATVing, mountain biking, own vehicle in a foreign country, parasailing, professional sports, rock/rope climbing, rappelling, zip lining, scuba diving, skiing and snowboarding, stag and hen parties, white water rafting/activities, working holidays, ranching and lodges, racing, polo playing, trekking, helicopter activities, water skiing, snowmobiling, rodeos, BASE jumping, contact sports, mountaineering, surfing, parachuting, paragliding, cage diving, motorsports (motorcycles, quad bikes, speed boats), travel to and from the tour areas, orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to these activities.

**a. acknowledgement & safety** I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Adventure Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of the equipment. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body, can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

#### **17. Limitation of liability**

We contract with a network of companies, government agencies and individuals to assist in the running of our trips 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:

- a. 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 Terms and Conditions, is excluded;
- b. 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
- c. any condition or warranty which would otherwise be implied by law into these Terms and Conditions (Implied Warranty), is excluded.
- d. 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.

### **18. 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 tour leader or local representative in arranging optional activities does not render us liable for them.

### **19. Errors & omissions**

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including our website, country information, and itineraries; we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

### **20. Claims & complaints**

If you have a complaint about your trip please inform your tour leader or our local representative at the earliest possible time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then you may contact Edible Canada directly. Any further complaint should be put in writing to us within 30 days of the end of the tour.

### **21. Severability**

In the event that any term or condition contained in these Terms and 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.

### **22. 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 license to use such images for publicity and promotional purposes.

### **23. Privacy policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip 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. We will otherwise treat your details in accordance with our privacy policy, and will not share this information with unrelated third parties (full policy available for viewing on our Website).

### **24. Applicable law**

The laws of British Columbia, Canada govern these Terms and Conditions and any disputes in connection with a trip or these Terms and Conditions must be initiated in the courts of British Columbia, Canada.

### **25. Alcohol and illegal substances**

I acknowledge that the use and/or consumption of alcohol and all illicit drugs and/or street drugs IS PROHIBITED ON OR WHILE ENGAGING IN THE ADVENTURE ACTIVITIES. If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in the Adventure



Activities or while on the Facilities, as defined below, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE ADVENTURE ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO CHECKING THE ACKNOWLEDGEMENT BOX AT EDIBLE CANADA'S WEBSITE , AND I AM AWARE THAT BY ACKNOWLEDGING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST EDIBLE CANADA.