

## **Responsibility & Liability**

**Select Holidays** ~ acts solely as organizer/agent of the tours outlined in brochure. All arrangements for accommodation, transportation, meals and sightseeing attractions outlined are made either by Select Holidays and/or their appointed representatives used during each tour vacation package. The tour participant agrees that neither Select Holidays nor their affiliates shall be liable or held responsible directly or indirectly for any delay, damage, loss (including personal injury or death), or expense or any act or omission of any supplier providing tour services. Select Holidays and/or their appointed agents/staff can accept no responsibility for losses or other expenses due to delay or change in air or other services, missed connections, sickness, weather, strike, war, terrorist attack, quarantine or other causes.

### **Select Holidays or its agents/staff shall not be held responsible for:**

- a) non-performance on the part of any hotel or other accommodation for any act or omission that cannot be directly attributed to the neglect of the tour organizer;
- b) any delays, misconnections, loss, damage or injury to persons or property or for mechanical defects or failure, however caused or for any substitution of hotels or carrier equipment beyond the control of the tour operator, or for any additional expenses occasioned thereby;
- c) appointed agents/staff shall not be responsible or liable to the customer or any other person for claims, losses, damages, cost of expenses arising out of injuries which may be occasioned either by reason or defect in any vehicle or for any reason whatsoever, or through the acts or defaults of any company or person involved in conveying the passengers, or in carrying out the arrangements of the tour;
- d) any inconvenience, loss of enjoyment, upset, disappointment, distress or frustration whether physical or mental however caused;
- e) any additional costs incurred or any loss sustained as a result of cancellations or delays of tours caused by inclement weather conditions, acts of God, political unrest or any other event, which result in schedule changes, Select Holidays reserves the right to make any changes in plans, which may be necessary due to local conditions or which may add to the comfort and well-being of the tour.
- f) if it is necessary to cancel any tour at the decision of Select Holidays, all monies received by Select Holidays will be refunded. Select Holidays has the right to cancel or alter any tour, without prior notice. If there is a change in the price of our holiday package, or a printing error in our brochure, we reserve the right to amend any tour and/or cost.

### **Fuel Surcharges:**

With the rising cost of fuel, there may be surcharges imposed by motorcoach companies, airlines, cruiselines and/or other travel related suppliers. In the event this occurs, Select Holidays will need to collect the surcharges on behalf of the suppliers.

### **Health and Disability Notice:**

To fully enjoy your tour vacation, you should be in good physical and mental health. If you have any physical or mental limitations, please advise Select Holidays when making your reservations. Travelers who require assistance must be accompanied by an able care companion to provide this service and required assistance. This cannot become the responsibility of Select Holidays or their tour escorts/hosts. Select Holidays reserves the right to decline any person as a member of the tour at any time before or during the tour should such person's presence be considered detrimental to the interest, comfort, enjoyment and welfare of the other tour members. Persons required to leave the tour will not receive a refund of unused services.

### **Proof of Citizenship:**

All tour participants MUST carry a valid passport when traveling. When traveling to foreign countries, the traveler may require a travel visa, shot and/or inoculations and should check with their booking agent for such requirements. It is the tour participant's responsibility to obtain proper documentations for travel. Failure to obtain the proper documentation required for the tour such as passports, visas and medical requirements may result in not being able to participate in the tour and in which case the traveler may not be entitled to any refund, subject to terms and conditions of the tour.

### **Room Accommodation:**

**Single:** 1 person ~1 bed; **Double:** 2 persons sharing ~ 1 or 2 beds; **Twin:** 2 persons sharing ~ 2 beds; **Triple:** 3 persons sharing ~ 2 beds (extra charge for cot) **Quad:** 4 persons sharing ~ 2 beds.

\*\* Some hotels do not offer triple or quad accommodations and participants will be asked to book 2 rooms. All rooms will be booked as non-smoking and smokers will be asked to specify request at time of booking. At no time will a smoker be able to smoke in a non-smoking room and to do so will result in a fine imposed by hotel and payable by offender.

**Single Travelers:** Tour participants traveling alone but wishing to share accommodation with a suitable roommate must pay the single supplement until a roommate is found. The single supplement would then be refunded with the final documentation. Select Holidays cannot assume any responsibility should such an arrangement not be available or suitable.

### **Special Requests:**

Travelers requiring special needs such as accommodation, meals and smoking rooms must place this request at time of reservation with Select Holidays. Select Holidays will do their utmost to accommodate these

special requests, but cannot be held responsible if such requests are not fulfilled.

### **Optional Tours/Unused Services:**

Please be advised that if a client books any optional tour, which is not in the tour package, the traveler is then using the right of choosing. The traveler may not wish to attend all the attractions scheduled in the tour package for one reason or another, or if the traveler wishes to leave the tour please advise your Tour Director in advance. If the traveler diverts from the tour for any reason, Select Holidays will not make any refund for any unused portion of the tour package.

### **Reservations/ Travel Documentation:**

Travel agents provide valuable information and services and Select Holidays works with travel agents to help arrange your tour reservations. Travel agencies are not owned nor operated by Select Holidays. Select Holidays and their experienced travel professionals can also help you arrange tour reservations. All travelers will be required to fill out a "Passenger Information Form" and submit a clear copy of their valid passport, prior to travel documents being issued or completed. Travel documents will be sent to the booking agent two to three weeks prior to tour departure, provided Select Holidays has received full payment and other tour regulations have been met.

### **Not Included:**

a) **Personal expenses** such as laundry, phone calls, liquor, extra meals, optional sightseeing; airport improvement fees or levies, if not included in purchase of airline tickets.

b) **Gratuities** for meals not included, taxis, baggage handling, motorcoach drivers and tour guides/escorts. As a guideline: Restaurants ~ 15% of bill; Taxis ~ 10% of fare; Baggage handling if required: ~ \$1.00 per bag in and \$1.00 per bag out; Motorcoach drivers: \$2.00 per day per person; Tour guide/escort: \$2.00 per day per person.

**Please Note:** Because of the heightened security measures at airports and at some hotels, Select Holidays is not responsible to handle any luggage and this becomes the responsibility of the traveler. Select Holidays is not responsible for lost luggage at either airports and/or hotel and such loss must be reported directly to airlines and/or hotel as applicable.

### **Insurance:**

We strongly suggest passengers obtain comprehensive travel insurance to protect against medical emergencies, cancellations due to illness, against damage to baggage, loss of personal items and trip interruption. Insurance is available from your booking agent and MUST be obtained at time of first deposit. Select Holidays is not responsible to any traveler that does not meet the requirements put in place by the insurance companies or those travelers who do not purchase proper travel coverage.

### **Deposit:**

Each tour outlines deposit amounts and dates required. Only a deposit will hold your reservation and is due seven (7) days after making the reservation.

### **Final Payment:**

Final payment is due to Select Holidays 60 days prior to departure or as indicated by tour rules and regulations of each tour. Payment not received by deadline dates of that tour, may result in the traveler's reservation being canceled and booking penalties assessed against the traveler.

### **Late Reservations & Changes:**

As late reservations need special administrative attention, bookings made within 30 days of departure require FULL payment before the process of requesting rooms and tour space begins. If we are unable to confirm the request, a full refund will be made. If a booking is cancelled once the tour has been confirmed, cancellation penalties apply. To offset administrative costs incurred by late changes, a fee of an additional \$250.00 per passenger will be charged for late reservations, changes in departure date and itinerary or a passenger's name, once travel documents have been printed. The above fee is in addition to any fees that may be charged by travel vendor.

### **Cancellation Fee:**

91 days or prior: deposit is non-refundable; 90 days – 0 days prior to departure: 100% non-refundable.

Travelers shall not be entitled to any refund from Select Holidays for any portion of the trip not taken or used.

**Select Holidays is a member / owner of the Travel Alliance Partners LLC(TAP). TAP is a by "Invitation Only" organization of Premier Tour Operators located throughout Canada and the United States. Because of this affiliation, we are able to offer exclusive "Guaranteed Departures" to many exciting destinations world wide.**

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