

**Definitions:**

- Advisor - ExclusiveTrips-TPI travel advisor
- ExclusiveTrip-TPI - independent associate of Travel Professionals International (TPI) under BXD Consulting Alberta Ltd.
- Supplier - Tour Operator, Airline, Cruise Line, Destination Management Company, Rail Operators,
- Traveller - Individual, passenger, parent/guardian, dependant

**Purpose:**

This document is meant to establish an *agreement of engagement* between ExclusiveTrips-TPI and the Traveller.

**Conditions of Working Together:**

By requesting travel reservations through our web site, over the phone or in person the Traveller also grants us permission to collect, store, disclose, use and process personal information.

No employee, travel advisor, agent or representative of ExclusiveTrips-TPI has the authority to modify, waive or alter whole or in part this "working together agreement".

**ExclusiveTrips-TPI and Advisor responsibilities:**

- a) protect the privacy of your personal information:
  - i. collect, store, disclose, use and process personal information about prospective and repeat Travellers;
  - ii. learn about you to initiate, maintain and enhance our relationship with you in connection with trip, product and service offerings that we may tailor to meet your needs.
- b) assist in travel (trip) requirements determination, planning, reserving and delivering the desired trip;
- c) every effort will be made to advise the Traveller of changes directly;
- d) learn and screen Supplier products and services;
- e) keep you informed and advise about Suppliers, products and services that may be of interest;
- f) administer billing and accounting;
- g) comply with legal and regulatory requirements;
- h) assist the Traveller with Supplier complaints;
- i) Advisors will include a travel insurance option(s) and quote(s) with the trip quote(s).

**Cancellations, Changes & Refunds:**

- a) Advisors will work with/for the Traveller to enact changes and cancellations;
- b) the Traveller may receive future travel credits or refunds subject to the Supplier's terms and conditions;
- c) the Traveller is encouraged to purchase the appropriate travel insurance coverage.

**Exclusions:**

- a) ExclusiveTrips-TPI assume no legal responsibility or liability for claims, losses, damages, costs or expenses arising out of any personal injury, accident, death, loss, damage, delay, loss of enjoyment, or otherwise arising from:
  - i. acts or omissions of any person other than Advisors acting properly on our behalf;
  - ii. illness, theft, labour dispute, act of God, mechanical breakdown, equipment failure, quarantine, rescheduling, government action, war, insurgency or act of terrorism or other event beyond our control;
  - iii. claims, losses, damages, costs or expenses arising out of any personal injury, accident, death, loss, damage, delay, loss, of enjoyment or otherwise arising;
  - iv. non-performance, negligent performance or deficient performance by any Supplier of travel services named herein or otherwise.
- b) Suppliers named in documentation are independent parties which ExclusiveTrips-TPI has no direct or indirect control;
- c) Advisors are not insurance experts; the Advisor will outline the travel insurance policy to the best of their ability. Specific and detailed questions will be directed to the Allianz representatives.

**Special Requests:**

- a) All Special Requests (e.g. room on special floors, locations of rooms, etc.) cannot be guaranteed by the Suppliers, Advisors or ExclusiveTrips-TPI;
- b) While the Suppliers will attempt to accommodate such requests, the Advisor and ExclusiveTrips-TPI cannot be held responsible if special requests are not fulfilled.

**Traveller Responsibilities:**

- a) confirm (as Advisor has relied on) the Travellers' information, that the Traveller has the authority to book travel services on behalf of other persons named in the trip receipt and itinerary;
- b) the Traveller will keep the Advisor informed of any changes to the travel plans or contact information;
- c) comply with all travel related documentation requirements for the trip (as outlined below):
  - i. be aware of and prepared for all legal, health and other requirements for the intended travel;
  - ii. obtain, at their own cost, all documentation required by all relevant government authorities, and this may be different according to individual citizenship status;
  - iii. minors may need special documentation if travelling alone or for children who carry a different surname than their travelling companions and for single parents travelling with children. It is strongly recommended that prior to departure, the Traveller ensure they have the proper documentation;
  - iv. Carriers may refuse travel in the event of improper documentation.
- d) obtain, and comply with, all travel related inoculation requirements for the trip (by contacting a travel clinic);
- e) review all documentation/invoice/itinerary and ensure that it is correct and reflects the travel arrangements;
- f) review all correspondence (emails, etc) and documentation sent by Exclusivetrips-TPI to understand, act upon, acknowledge or question. Lack of acknowledgement will constitute understanding and agreement;
- g) be aware of, and understand, each Suppliers' terms and conditions of sale and in particular, but without limitation, those terms and conditions pertaining to cancellation.
- h) by payment for travel services purchased, the Traveller acknowledges that all documentation has been reviewed and accepted this "working together agreement" in their entirety without modification;
- i) Insurance:
  - i. understand the insurance policy and how that relates to their particular circumstances.
- j) Check-In/Boarding etc.:
  - i. the Traveller will not be allowed to board, nor will they be entitled to refund, if they have not checked in on time. E.G. Airport Check-In:
  - ii. all passengers should arrive at the airport at least three (3) hours prior to flight departure;
  - iii. check-in opens at least three (3) hours prior to the flight and closes one (1) hour prior to departure;
  - iv. for security reasons, all passengers must be present for check-in;
  - v. contact the airline and reconfirm the flight times twelve to twenty-four (12 to 24) hours prior to departure.

**The Traveller has been advised:**

- a) that while the Advisor has endeavoured to advise the Traveller of the relevant local laws, customs and travel documentation required for the travel destination and return to Canada, ExclusiveTrips-TPI does not warrant the completeness or accuracy of that advice;
- b) that any travel product or service that Travellers acquire through ExclusiveTrips-TPI results in a contractual relationship between the Traveller and the Supplier. That travel services purchased are supplied by Suppliers under their set of terms and conditions;
- c) Advisors act solely as an agent for (and not a representative of) the Suppliers named on your itinerary and invoice;
- d) ExclusiveTrips-TPI has relied on the Traveller's information;
- e) of the availability of travel insurance coverage and have either purchased or expressly declined such insurance coverage;
- f) ExclusiveTrips-TPI selects Suppliers that are reputable, and if Travellers encounter any sort of dissatisfaction with the product or service provided by a particular Supplier, should notify ExclusiveTrips-TPI. But, under no circumstances does ExclusiveTrips-TPI accept any legal responsibility or liability for any complaints with the product or services provided by Suppliers;
- g) Suppliers (e.g. hotels) may charge extra fees per night per room plus applicable taxes, which must be paid locally;
- h) Baggage:
  - i. Due to market conditions, please contact the Supplier directly or visit their website as allowances/restrictions may be a chargeable option.
  - ii. ALL BAGGAGE REMAINS AT THE OWNER'S RISK.
  - iii. Insurance can be purchased for delayed or lost baggage.