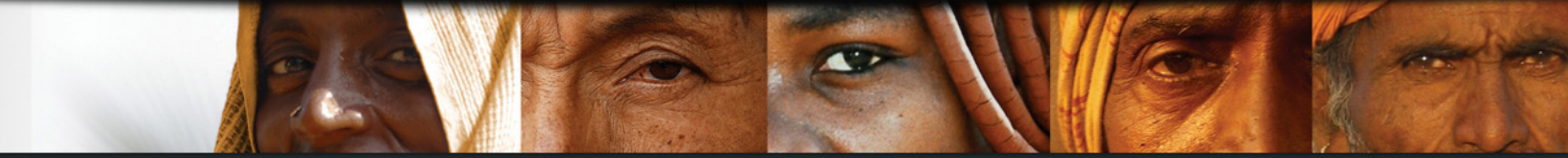
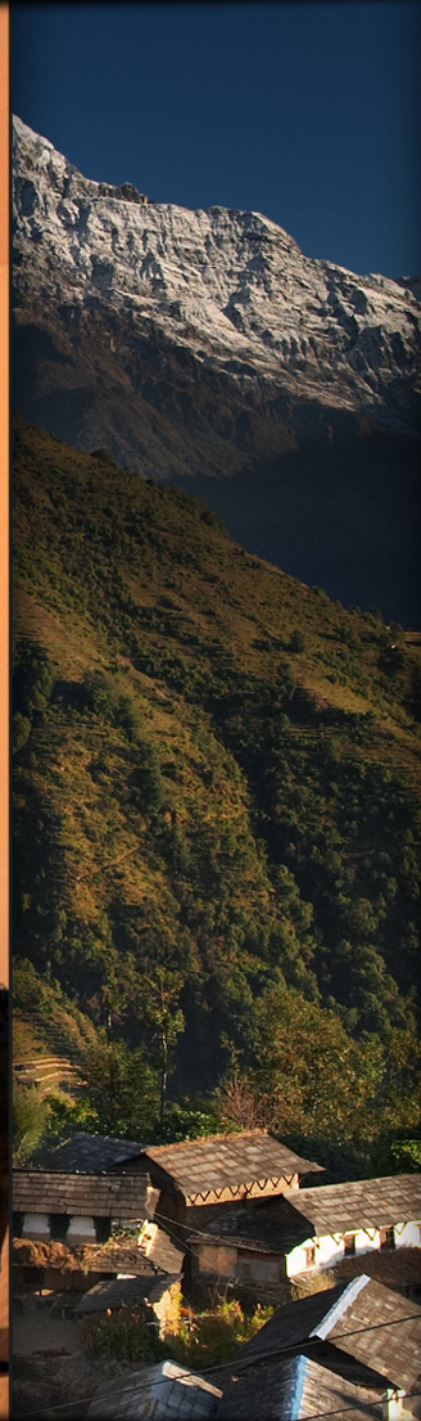


# TERMS AND CONDITIONS



COSTA RICA HONDURAS PERU BRASIL CORSICA GREECE MOROCCO BOTSWANA SOUTH AFRICA TANZANIA VIETNAM



**UNIKTOUR**, Custom exotic travel

[www.uniktours.com](http://www.uniktours.com) | [Info@uniktours.com](mailto:Info@uniktours.com) | 514-722-0909 | 1-866-722-0909

## 1 CUSTOM TRAVEL – REGISTRATION

1.1 Custom Exotic Travel  
Uniktour will tailor your trip to suit your needs. Visit our website ([www.uniktours.com](http://www.uniktours.com)) for inspiration, itinerary suggestions, and budgeting tips. To obtain your customized travel package, call or write to us, visit one of our agencies, or book online at [www.uniktours.com](http://www.uniktours.com). Based on your request, a destination travel expert will contact you by email, usually within 72 hours of receiving your request, to suggest an itinerary (the Quote). The Quote is valid for a limited time and contains a fixed, final price (excluding air fare), including all fees, taxes and service charges, excluding any future adjustments specified in Section 4. To confirm that you accept the Quote, you must register at <http://www.uniktour.com/voyage/inscription/autres> before the expiry date shown on the Quote, and accept the Uniktour Sales Terms and Conditions.

Once the Quote expiry date has passed, Uniktour may, at your request, prepare a new Quote to reflect any changes, particularly rates, which may apply in the interim.

### 1.2 Registration

All registrations are considered final upon receipt of the duly completed and signed registration form (below) with the condition that: (i) when completed more than 60 days prior to departure date, Uniktour receives a non-refundable deposit equal to 30% of the total cost of land-based services, or other amount specified in the Quote, or (ii) when completed less than 60 days prior to departure date, Uniktour receives payment equal to the total cost of the trip.

The traveller will pay any travel insurance-related costs at time of purchase.

### 1.3 Service Fees and Professional Fees

- Last-minute fees: Any reservation made within 15 days of the departure date is subject to a \$150 last-minute fee.
- Holiday travel surcharge: Any request for holiday travel may be subject to a \$150 surcharge.
- Service fees: An application fee of \$150 may apply.
- Fee for Quote: To prepare a customized travel package, we must invest a considerable amount of time. We reserve the right to levy a charge of \$100 per Quote.
- Consulting fees: For consultations other than for the purpose of purchasing travel, we will invoice our services on an hourly basis.

All pre-paid service fees will be deducted from the final invoice upon final registration for one of our trips.

### 1.4 Payment for Land-based Travel

You may pay (deposits, balances, or payment in full):  
• at one of our agencies: by cash or credit card. Cheques accepted only for registrations made within 15 days of departure;  
• by mail: for registrations made within 15 days of departure ONLY, mail cheques marked *pay to the order of Uniktour*, or pay by credit card, providing all authorizations required by the card issuer are duly completed, dated, and signed.

Once Uniktour has received your deposit or total payment for your travel, as applicable, within a maximum of eight (8) days we will send you confirmation of your travel registration. You must pay the balance of the account, without further notice, no later than 60 days prior to departure date. Failure to pay on time may be considered a cancellation and the fees specified in Section 2 apply.

### 1.5 Payment for Air Travel

Flights must be paid immediately to reserve. Note that fare prices are never firm until full payment is received and that prices generally increase as the departure date approaches. Most tickets are non-refundable.

### 1.6 Availability

Confirmations for each of the services listed in the Quote are subject to availability at time of reservation with our various suppliers and to the various confirmation deadlines of these suppliers.

## 2 CANCELLATION

In the event the traveller is required to cancel the trip, he must notify Uniktour, by registered letter requiring signature, as soon as the event leading to the cancellation occurs. The mailing date of the registered letter will be deemed the date of cancellation for the purpose of invoicing cancellation fees.

### 2.1 Schedule of Cancellation Fees for Air Travel

Given the deadlines imposed by the airlines, we are required to issue tickets at time of reservation. Once the ticket has been issued, regardless the date of cancellation, cancellation fees are equal to 100% of the ticket price.

### 2.2 Schedule of Cancellation Fees for Land-based Travel

In the event of cancellation 60 days or more prior to departure, amounts pre-paid by the traveller will be refunded, excluding a lump sum equal to the deposit for the land-based portion of the trip, which Uniktour will retain.

In the event of cancellation less than 60 days prior to departure, the following penalties and deductions will apply:

## 3 ADVENTURE TOURING RISKS AND OUR EXOTIC TRAVEL

### 3.1 Nature of Expeditions

Given the adventurous nature of some of the trips that Uniktour organizes, the traveller acknowledges and accepts the potential risks that are inherent in this type of travel, particularly due to distance from medical centres. He knowingly agrees to assume said risks and to refrain from holding Uniktour, the guides, or other service providers accountable for any accident that may occur. This provision is also binding upon stakeholders and members of the traveller's family. Should circumstances warrant—particularly to ensure the safety of the entire group, or due to weather conditions or unexpected events—Uniktour reserves the right, directly or via a local provider, to use alternate transport, accommodation, or itinerary or to change travel dates or schedules without further compensation to the traveller.

Given the adventurous nature of Uniktour trips, the traveller agrees to heed any advice and instructions given by Uniktour or its representatives and/or service providers, who cannot be held accountable for any incident, accident or injury that may result from any personal initiative on the part of the traveller.

### 3.2 Special Conditions and Program Changes for Mountaineering and Other Extreme Adventures

The traveller acknowledges that the local service provider and/or his guide have complete authority during the expedition to follow or modify the program set forth in the Quote. Depending upon mountain and weather conditions, the traveller's physical and technical abilities, or other consideration, these people may suggest an alternate route and/or the presence of an additional guide. If the traveller agrees to this suggestion, he will bear the cost of any additional costs that may be incurred.

For any adventures, a different itinerary may be suggested in the event of inclement weather. The traveller may refuse a change in itinerary; if so, he alone accepts the risks associated with poor conditions or agrees to cancel the program without further compensation.

## 4 PRICE

Once the registration has been signed, the price is firm and final. All prices are shown in Canadian dollars. Notwithstanding, by law, we may find ourselves obliged to alter our prices to reflect:

- variations in transportation costs, particularly fuel surcharges.
- variations in fees and taxes associated with the services provided, for example, airport landing, embarkation and debarkation taxes.

### 4.1 Price Adjustments for Land Travel (significant variation from Quote price):

Should a fluctuation in rates of exchange increase the total cost of the land-based portion of the travel by 5% or more, the tour price may increase. Said fluctuation applies only to services for which we are invoiced in foreign currencies.

In the event that a price is modified for the foregoing reason, Uniktour agrees to notify the traveller at least 30 days prior to departure.

## 5 RESPONSIBILITY

### 5.1 Formalities (passport, authorizations, visas, immunizations, etc.)

The traveller must be in possession of a valid passport for the duration of travel and for any other period of time required by local authorities. Prior to departure, he must ensure that he has all of the required documents and that they are current, particularly any visas required for legal entry into the country or countries visited.

Throughout the trip, every traveller is required to respect local regulations and to comply with any and all local formalities, i.e. police, customs (including export regulations for such items as carpets, antiques, souvenirs, etc.), health and immigration authorities. Under no circumstances will Uniktour intervene on behalf of the individual traveller, who is the only person responsible for completing formalities and obtaining all required documents prior to his departure (passport, visa, health certificate, etc.) and for the duration of the trip. The traveller is solely responsible for any delay or costs incurred as a result of his failure to comply with formalities and/or his inability to present the required documents. We particularly stress this point for foreign travellers (non-Canadians) for whom administrative formalities may differ from those that apply to Canadians.

Note that the information contained in our catalogue and on our website is intended as a general guideline and we are not responsible for any errors that may occur.

### 5.2 Air Transportation

Travellers must arrive at the airport at least three (3) hours prior to international departures.

International flights are always in economy class. Travellers are expected to be aware of the legal terms and conditions of the airline ticket. Tickets are non-transferable and non-negotiable. Uniktour is not responsible for any inconvenience resulting from a loss of property or luggage, or to any delay, scheduling change, or change in itinerary due to a carrier.

Among other things, according to the Warsaw Convention, the air carrier

### 5.9 Force majeure

Uniktour shall not be liable in the event of *force majeure*. *Force majeure* refers to any event, beyond Uniktour's control, that may be *insurmountable, inevitable, or unpredictable and thereby prevent Uniktour from honouring one or more of its commitments.*

## 6 RECONFIRMATION OF FLIGHTS

The traveller is obliged to reconfirm each flight (outbound and inbound) directly with the carrier, in compliance with carrier policy. Failure to do so may result in cancellation of the reservation.

## 7 DISPUTES

These terms and conditions are governed by the laws of Quebec and any legal action initiated against Uniktour must be addressed to the courts of that province. If any provision of these terms and conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

In the event of a discrepancy between the English and French versions of this text, the French shall prevail.

## 8 PHOTOS & ILLUSTRATIONS

Any and all photos and illustrations contained in our brochures, website, or other promotional materials, including the Quote, are intended as general guidelines and are in no way binding for contractual purposes.

## 9 UNIKTOUR'S SPIRIT OF ADVENTURE

### 9.1 Health and Equipment

Uniktour travel is accessible for any healthy person and travellers do not generally require an exceptional level of physical fitness or special technical knowledge. However, travellers must be prepared (and willing) to exert the reasonable physical effort associated with the chosen program.

A traveller who suffers from an allergy or illness or is under the care of a physician must so advise Uniktour at least 15 days prior to departure. Uniktour reserves the right to cancel any departure if the traveller fails to advise Uniktour of his health status and said health status could negatively impact on the trip. Should Uniktour deem that the traveller's health status is inadequate to complete the trip, Uniktour may at any time cancel the departure or recommend alternate travel products without further compensation.

### 9.2 Notice to Consumers:

Some events are part and parcel of routine inconvenience that may occur during exotic travel. The traveller thus acknowledges, accepts, and assumes all of the consequences associated with this fact. The traveller acknowledges that Uniktour cannot be held accountable. For example:  
-Living standard: outside Canada, living standards and routines as well as conditions and levels of service may differ from those with which the consumer is accustomed.

-Interruption of services: Some services, particularly water, electricity, air conditioning, and safety systems, sanitation, pools, restaurants, hot water, and other utilities or similar services may be suspended or interrupted for part or all of the stay.

-Food, water and beverages: The quality of food, water, and beverages may differ from North American standards. The consumer accepts full responsibility for any illness that could inconvenience him during or after his travel.

-Sports and social activities: Some of the sports and social activities, sports equipment, and certain entertainments organized by the hotels, as shown in your Quote, are complimentary and are not listed as a cost item on your Quote. These complimentary benefits are subject to change or cancellation at any time without notice.

-Insects: Any tropical climate favours the growth and development of insects. This applies to luxury hotels and budget accommodations alike.

-Holidays, religious holidays, school breaks and conventions: Some inconvenience may occur during travel taking place during a holiday season, school break, or convention and some services may be cancelled, interrupted, or unavailable. These periods vary depending upon nations and authorities. It is practically impossible for Uniktour to specify dates. The traveller acknowledges and agrees to any consequences that may arise.

-Room assignments: Hotel operators alone control room assignments based on the category reserved. If, upon arrival at the destination, the consumer wishes to change the category or his room, he may do so at his expense, depending upon availability and hotel policy. Special requests regarding room facilities or location may be forwarded to the hotel, but there is no guarantee to the traveller that said request will be honoured.

## 10 INSURANCE:

We strongly recommend that the traveller arrange insurance coverage when registering and/or reserving the trip. Various types of insurance are available: cancellation, medical and hospitalization, luggage, etc. Cancellation insurance should cover the amount for *tax recovery and service charges* to ensure that these will be reimbursed by the insurer, according to the insurance policy and benefits.





- 50% of the trip price (land portion) for cancellation between the 59th and 30th day prior to planned date of departure.
- 100% of the trip price (land portion) for cancellation less than 30 days prior to planned date of departure.

Uniktour therefore recommends that travellers purchase cancellation insurance, which may cover deductions in the event of cancellation for certain reasons (especially: illness, accident, death, etc.).

### 2.3 Group Registrations

Travellers travelling together on the same trip, with identical schedule, itinerary and services, may be deemed to constitute a single "file."

When several travellers share the same file number, the cost per traveller varies depending upon the number of people registered. Consequently, in the event that one or more travellers cancel, the fixed price for services will be shared by the remainder of the travellers; therefore, the final trip cost may differ from the amount shown in the Quote. Any refusal by one or more of the remaining travellers to pay the adjusted price will be considered a cancellation by that traveller and the provisions of Section 2 will apply.

### 2.4 Special Cases

In certain cases, such as reservations for cruises or certain exceptional hotels, fees are payable at time of registration, as shown in the Quote. Cancellation fees that apply to these cases are shown in your Quote.

In the event of cancellation, regardless of reason, Uniktour is not responsible for refunding any travel-related expenses incurred by the traveller (for example, cost of visas, travel documents, vaccinations, etc.).

Regardless the type of travel, it is understood that, in the event of cancellation, Uniktour will not refund pre-paid insurance premiums, service charges, or air fare commissions.

### 2.5 Early Return

Regardless the circumstances of an early return (illness, personal decision, or other), the unfinished portion of the trip is non-refundable.

### 2.6 Cancellation by Uniktour

In the event that Uniktour is obliged to cancel a trip, travellers will be notified at least 15 days prior to the departure and will receive a full refund of all monies paid to Uniktour, without further compensation.

The traveller is not entitled to a refund or compensation if cancellation is due to *force majeure* or any weather-related event or natural disaster (cyclone, storm, hurricane, volcanic eruption, earthquake, tornado, landslide, or other disaster or accident that is impossible to predict or avoid). If necessary, Uniktour may cancel any trip without prior notice.

Some group tours with fixed departure dates require a minimum number of participants. Tours may be cancelled if an insufficient number of travellers have registered. At its sole discretion, Uniktour reserves the right to increase its price per traveller or to cancel the tour, if necessary. In both cases, travellers will be notified at least 15 days prior to the departure. Travellers will not be entitled to compensation.

In light of the foregoing, Uniktour recommends that travellers arrange for travel insurance coverage (including cancellation insurance).

may modify flight schedules and/or itineraries without prior notice. No change or technical incident, delay, strike, additional stopover, equipment or route change, or political or climate-related event shall constitute a reason for the traveller to cancel the trip. In this instance, the traveller is not entitled to any refund or compensation.

During travel, the carrier's liability IN ALL CASES is limited to damages due to loss, theft or damage to luggage and delays in delivery of luggage. The traveller must file any complaints regarding this type of incident immediately with the carrier in question. Claims cannot be filed with Uniktour upon termination of the trip.

The consequences of accidents/incidents that may occur during air transport are governed by the terms of the Warsaw Convention and/or by local regulations governing the national carriers of the nations in question.

### 5.3 Health

The traveller is responsible for ensuring that he is fit to complete the trip. The traveller will carry all required medications and subscribe to medical insurance coverage that includes emergency repatriation.

### 5.4 Conduct

Should a traveller's conduct negatively affect other travellers, and in the event that he continues the behaviour despite a formal warning from the local Uniktour service-provider, Uniktour reserves the right to exclude said traveller from the group. The traveller is solely responsible for any expenses incurred as a result of said exclusion, such as accommodation, food, transportation, or repatriation.

### 5.5 Health

Uniktour is not liable for any damages suffered by the traveller as a result of illness, death, or injury regardless of the nature (tropical disease, poisoning, or accident).

### 5.6 Suppliers, Service-providers, Local Partners, Carriers, and Accommodation

Uniktour uses numerous suppliers, service-providers and local partners to provide logistical support. Uniktour acts as an intermediate agent between the traveller and service providers (carriers, accommodation, charter companies, destination agencies, etc.) and cannot be held accountable for any act, error, omission, or negligence on the part of any such provider, who is solely responsible.

Given the type and nature of the trips that Uniktour offers, it is understood that the standards of the various services provided by its suppliers and local partners, regardless the service (accommodation, food, transportation, or other), are often below general North American standards.

Uniktour is not responsible for any services provided by any means of transportation or accommodation used during the travel, nor for any act, error, omission, negligence or unexpected event, nor for any loss, damage, accident, or delay that occurs during travel aboard any mode of transportation or due to breakdown or substandard accommodation.

Uniktour is not responsible for any loss, theft, or damage to luggage or personal property during a trek or hike and recommends that travellers purchase appropriate insurance coverage.

### 5.7 Miscellaneous

Uniktour is not liable for any damages that a traveller may suffer as a result of government action, political and/or religious unrest, acts of terrorism, earthquake or flood. Itineraries, locations of camping sites or accommodation, or modes of transportation are subject to change or substitution and any decision associated with same is final and without recourse.

### 5.8 Other Responsibilities

Uniktour's sole commitment is to provide the services stipulated in the Quote. Uniktour's liability in the event of failure to provide a service stipulated in the Quote is limited to the replacement of said service by an equivalent service or refund. As applicable, upon receipt and examination of the traveller's written complaint, Uniktour will refund the amount of said service.

Uniktour does not issue travel risk insurance. Upon request, Uniktour may suggest insurance to protect you from the consequences of a potential accident.

### 11 LAND-BASED SERVICES

#### 11.1 Unused Services/Changes during Travel

No refunds, substitutions, or transfers will apply for any portions of land-based services that the traveller does not use (transfers, excursions, accommodation, etc.).

Services that the traveller opts to change in situ are subject to the terms and conditions of local providers. For any additional or alternate services that incur additional cost, the traveller will settle directly with the local service-provider. Travellers will not be reimbursed for any unused portion of said services.

#### 11.2 Changes requested by the Traveller Prior to Departure

Any changes to a travel item after the registration form has been signed and before the transportation ticket(s) has been issued is subject to an additional charge to the traveller equal to 5% of the amount of the changed services, minimum \$100 per file. Cancellation insurance does not cover said fees.

Once a ticket has been issued, name changes are not permitted. If a name change or correction is required, it will be treated as a cancellation by the traveller, who must then re-register. The cancellation fees shown in Section 2 may apply.

### 12 MINOR CHILDREN

Registrations for minor children must be signed by the traveller's parent or legal guardian and marked "by consent of father, mother, or legal guardian." In addition to required travel documents, minor children travelling alone must have valid permission to leave the country. Travellers must also provide a telephone number and address to enable the child or responsible authority to contact the father, mother, or legal guardian directly. For minor children travelling with one parent, legal guardian, or other adult, ensure that you have all of the documents required for the minor child who is with you (government-issued identification or passport and permission to leave the country and, as required, consent from the non-accompanying parent, parents, or legal guardian pursuant to Section 3.2 *Special Conditions and Program Changes for Mountaineering and Other Extreme Adventures.*)

### 13 TRAVEL INFORMATION

Uniktour urges you to consult the Foreign Affairs Canada information pages for each country you will be travelling to or connecting through. Visit the website [www.travel.gc.ca](http://www.travel.gc.ca) under the heading *Travel Reports and Warnings*. Your Uniktour destination travel expert can also provide this information by request. Uniktour would like to point out that information may continue to evolve up to your date of departure and we suggest that you consult the site regularly.

### 14 GROUP TRAVEL

Uniktour may act as a reseller, representative, or authorized agent for a third-party group tour supplier. The traveller shall comply with the sales terms and conditions of both the supplier and Uniktour alike. In the event of a discrepancy, Uniktour terms and conditions will apply.

*Sales Terms and Conditions revised February 20, 2010*

*In the event of a discrepancy among versions of the Terms and Conditions, the online version shall prevail. ([www.uniktour.com](http://www.uniktour.com))*

### Uniktour Inc.

Quebec Business Number: 1141901026

Quebec Travel Licence No. 700447

Ontario TICO registration number ; 50017900

