

PRELIMINARY GROUP CONTRACT – April 9, 2024

Note: It is the responsibility of all participants to be in possession of the correct documentation needed to meet the entry requirements of your destination and return to Canada. Failure to do so will result in participants being denied entry/boarding and returned home at the expense of the individual. Please check entry and transit requirements before you make a deposit. You may be required to travel to another city or province to obtain the correct documents.

Restrictions and requirements for all destinations, as well as re-entry requirements for Canada, are subject to change at any time. More details can be found at <https://travel.gc.ca> and <https://www.ellisontravel.com/sherpa>

~ **Canadian Citizens require a valid passport.** Authorities at your destination require that Canadian passports are valid for duration of your stay (<http://travel.gc.ca/>). Ellison Travel & Tours recommends passports are valid for a minimum 6 months beyond your return date.

~ **Non-Canadian travellers:** Please contact Ellison Travel & Tours by filling in this request form <https://www.ellisontravel.com/documentation>. Please note that wait times for visas and other documents can be extremely long. We suggest checking wait times before making a non-refundable deposit on your trip. We will provide information on the entry and transit and/or visa requirements. It is the responsibility of the traveller to have the correct travel documents for your trip.

NEW – Europe and the United Kingdom are launching Electronic Travel Authorization programs. Many travellers, including Canadian passport holders, will be required to complete/purchase the ETIAS authorization for Europe (as of mid-2025) or the ETA authorization for the UK (date to be determined) in order to travel to/transit through the European Schengen Zone and the United Kingdom. Further details will be provided as they become available

GROUP NAME: MISSISSAUGA FESTIVAL CHOIR
ET #: 43-25
TRAVEL DATES: JUNE 27 – JULY 9, 2025
DESTINATION: SCOTLAND, ENGLAND & WALES
DEPARTURE POINT: TORONTO, ON

ESTIMATED TOUR PRICE:

Based on # of travellers	Tour Price	Insurance Price (Includes PST if applicable)	GST/HST Amount	Total Tour Price per person
60 paying travellers	\$6579.00 to \$6679.00	Optional	N/A	\$6579.00 to \$6679.00
65 paying travellers	\$6459.00 to \$6559.00	Optional	N/A	\$6459.00 to \$6559.00
70 paying travellers	\$6349.00 to \$6449.00	Optional	N/A	\$6349.00 to \$6449.00
75 paying travellers	\$6259.00 to \$6359.00	Optional	N/A	\$6259.00 to \$6359.00
80 paying travellers	\$6149.00 to \$6249.00	Optional	N/A	\$6149.00 to \$6249.00
For travellers in single rooms, price supplement of: \$1350.00				

**All prices in Canadian dollars unless otherwise noted

*** Should your number of travellers change from the above, the tour price will be re-calculated accordingly***

RATE OF EXCHANGE: The tour price quoted is based on the current rate of exchange. The price quoted here may increase or decrease and you will be contacted if there is a significant change in price due to currency fluctuations. Upon receipt of your first per person deposit, we will purchase the currency and confirm the exchange rate for your tour based on the inclusions and number of travellers at that time. If travellers or inclusions are added after the first deposit these would be subject to the rate of exchange at the time.

PRICE INCLUDES:

- airfare from Toronto Pearson International Airport to Edinburgh International Airport, return from London Heathrow International Airport, including all applicable airline, airport and security fees, 1st piece of luggage (within airline size & weight restriction) as of contract date
- transportation via 2 private motor coaches as per itinerary, including driver accommodations and tolls/parking where applicable
- 2-nights' accommodation in Edinburgh (based on twin/double rooms) including breakfast
- 1-night accommodation in Glasgow (based on twin/double rooms) including breakfast
- 2-nights' accommodation in Liverpool (based on twin/double rooms) including breakfast
- 1-night accommodation in Coventry (based on twin/double rooms) including breakfast
- 2-nights' accommodation in Bristol (based on twin/double rooms) including breakfast
- 3-nights' accommodation in London (based on twin/double rooms) including breakfast
- 7 group dinners including Sprit of Scotland Dinner and Show
- guided tours in: Edinburgh and London
- whisper headset for guided tours
- visits and admission prices (where fees exist) to the following: Edinburgh Castle, 1hr circular cruise of Loch Lomond, Whiskey tour in Glasgow, Glasgow Cathedral, Lowther Castle, Grasmere Gingerbread, The Beatles Story, Trentham Estate, visit to Cardiff and Bath, Windsor Castle, Tower of London, and the London Eye including champagne toast
- London Travel Card – Zone 1 to 6 – 2-day pass
- arrangements for 5 performances
- keyboard and amp rental for duration of tour for performances
- Ellison Tour Manager
- driver and local guide gratuities
- includes all applicable taxes and service charges as of this contract date (HST/GST does not apply)
- 24-hour Ellison Travel & Tours emergency contact number while on tour
- comprehensive Tour Leader documents that include, confirmation details, travel tips and more

Living standards and practices at the destination may differ from those in Canada and the standards and conditions at the destination with respect to the provision of utilities, services, and accommodation may differ.

We recommend you check the Canadian Government website at <https://travel.gc.ca/travelling/health-safety/vaccines> for information on vaccinations related to the destination(s) you are travelling to. Alternatively, check with your local travel health clinic or family physician for current recommendations.

NOT INCLUDED:

- Insurance has not been included as part of your tour package. Ellison Tours highly recommends that all travellers ensure they have Travel Insurance. These products, including Cancellation and Medical coverage, can be purchased through Ellison Tours - see insurance information below for details
- costs associated with vaccination, testing and other entry/exit requirements for your itinerary (unless noted under included above)
- costs associated with visa or passport processing, passport photos and other government processing fees
- fees associated with the European Travel Information and Authorization System (ETIAS – expected to be in effect as of mid-2025) and/or the UK Electronic Travel Authorization (ETA – effective date to be determined), estimated at approximately \$10-\$20 CAD per person. Further details about the requirements

for visa-free citizens to visit these regions will be provided as they become available:
<https://www.schengenvisainfo.com/etias/> and <https://www.gov.uk/guidance/electronic-travel-authorisation-eta>)

- meals other than mentioned above
- hotel luggage handling
- Wi-Fi services on motorcoach
- additional taxes, fuel surcharges or service charges levied by the governments or our suppliers
- drinks with group lunches or dinners (other than tap water on the tables) are available for purchase
- additional performance arrangements including chairs, equipment or rental of music equipment
- charges by the airline for oversize/overweight luggage/musical instruments, over and above the amount listed under the price includes section above
- any luggage fees introduced or altered prior to travel
- the tour details and airline tickets are processed in the names you provide and must match the name per the legal travel document (eg. passport). An administration fee up to \$100.00 plus applicable airline charges and taxes will be charged per name change or correction.

ALTERNATE TOUR OPTIONS (additional charges/minimum # of passengers may apply):

- deviations are allowed at an extra per person cost of \$150.00 + other airline fees

PAYMENT REQUIREMENTS AND IMPORTANT DEADLINES:

- **Online Payment Program** - Our convenient, easy to use program charges installments to a chequing account or credit card in a series of pre-determined payments.

June 7, 2024	• Online Registration date
June 14, 2024	• Online Payment Registration
1 st deposit due June 21, 2024 (insurance optional)	• 1st payment of \$1200 per person is due • For any traveller who wishes to purchase the optional insurance (only available at time of deposit), please include your insurance premium with your 1st payment.
October 22, 2024	• 2nd payment of \$2800 per person is due
November 1, 2024	• Deviation Request and Booking Deadline
March 22, 2025	• Final Payment is due

CANCELLATION PENALTIES:

- all payments received by Ellison Travel & Tours are 100% non-refundable when cancelled by the traveller (see Section 1.2 below for more details)
- \$40.00 service fee for NSF transactions

Please note that no changes to the itinerary or number of travellers are permitted by the group after final payment due date, as last-minute changes may compromise the integrity of your tour.

- Cancellation & Interruption Insurance insures each passenger in the event they have to cancel due to one of the risks included in the Manulife Travel Insurance policy. Please review the terms and conditions and pre-existing exclusions in the travel insurance policy as they may affect coverage for group travellers.

Do you understand your travel insurance coverage? Please visit www.ellisontravel.com/InsuranceNeedtoKnow for more information.

TRAVEL INSURANCE PACKAGES:		
<p>Manulife All- Inclusive Package Insurance (AI)</p> <p>– policy for travel outside of Canada</p>	<p>Coverage for all Canadian residents who have a valid provincial health card¹.</p> <p>Ages: 0 to 59 - \$622.62 60 to 64 - \$759.24 65 to 69 - \$876.42 70 to 74 - \$1115.64 75 to 79 - \$1379.70 80 to 84 - \$1887.84</p> <p>*85+ call for rates</p>	<p>Please note, this policy provides a Cancel For Any Reason (CFAR) benefit. Some details and a link to the policy are below.</p> <p>In the absence of a Canadian Government “avoid non-essential travel” advisory for your destination, travellers are covered for up to \$5 million emergency medical coverage (including COVID-19), cancellation and interruption, travel disruption, baggage loss, damage and delay, and travel accident. Cancellation coverage for COVID-19 applies if a traveller contracts it prior to departure.</p> <p>If you DO NOT qualify for cancellation benefits under Events Covered Under Trip Cancellation Insurance, and you want to cancel your trip for any other reason, consider submitting a claim under this Cancel for any Reason (CFAR) benefit. Cancel for any Reason coverage is available only: a) If you purchased your policy within 72 hours of booking your trip, or b) Before any cancellation penalties became applicable. If you Cancel for any Reason and decide not to travel before you leave home you may be eligible for coverage as follows: If you cancel your trip 14 days or more before the departure date shown on your confirmation, Manulife will pay up to 50% of the covered amount (less cost of insurance premium) you purchased for the prepaid portion of your trip that is non-refundable.</p> <p>See policy for Terms and Conditions to review eligibility, exclusions, and benefits of purchasing insurance coverage with Manulife. www.ellisontravel.com/aip-720</p>
<p>Manulife Emergency Medical Plan</p> <p>– policy for travel outside of Canada</p>	<p>Coverage for all Canadian residents who have a valid provincial health card¹.</p> <p>Ages: 55 to 59 - \$128.00</p> <p>Supplements and a Medical Questionnaire apply for aged 60 and over. https://www.ellisontravel.com/insurancequestionnaire</p>	<p>In the absence of a Canadian Government “avoid non-essential travel” advisory for your destination, travellers are covered for up to \$5 million emergency medical coverage (including COVID-19) in destination.</p> <p>With this policy, you do not qualify for cancellation and interruption, travel disruption, baggage loss, damage and delay, and travel accident.</p> <p>See policy for Terms and Conditions to review eligibility, exclusions, and benefits of purchasing insurance with Manulife. www.ellisontravel.com/emp1119</p>
<p>Manulife Premium Protection Plan (PPP)</p>	<p>Coverage for all Canadian residents who have a valid provincial health card¹.</p> <p>Ages: 0 to 69 - \$950.40 70 to 74 - \$1945.08</p> <p>Not available for ages 80+</p>	<p>Please note, this policy provides a Cancel For Any Reason (CFAR) benefit. Some details and a link to the policy are below.</p> <p>In the absence of a Canadian Government “avoid non-essential travel” advisory for your destination, travellers are covered for up to \$10 million emergency medical (including COVID-19), cancellation and interruption,</p>

		<p>travel disruption, baggage loss, damage and delay, and travel accident. The PPP provides a CFAR benefit of up to 100% cancellation coverage (less cost of insurance premium) for all unforeseen and unexpected events that happen after you have purchased the insurance. It also provides up to 80% cancellation coverage (less price of insurance premium) should you wish to cancel due to most circumstances of which you were aware at the time of purchasing the insurance, including COVID-19 (limitations apply).</p> <p>For your convenience, you can access the policy at the link below to review the terms and conditions including “What Does this Policy Not Cover?”</p> <p>See policy for Terms and Conditions to review eligibility, exclusions, and benefits of purchasing insurance coverage with Manulife. www.ellisontravel.com/ppp-522</p>
<p>Manulife Non-Medical Inclusive Package Insurance (CX)</p>	<p>Coverage for all Canadian residents who have a valid provincial health card¹.</p> <p>Ages: 0 to 59 - \$554.58 60 to 64 - \$631.80 65 to 69 - \$694.98 70 to 74 - \$773.28 75 to 79 - \$1069.74 80 to 84 - \$1455.84</p> <p>*85+ call for rates .</p>	<p>Please note, this policy does not provide medical coverage and cancellation coverage is limited for COVID-19. Some details and a link to the policy are below.</p> <p>Includes cancellation and interruption, travel disruption, baggage loss, damage and delay, and travel accident when unrelated to COVID-19.</p> <p>If you DO NOT qualify for cancellation benefits under Events Covered Under Trip Cancellation Insurance, and you want to cancel your trip for any other reason, consider submitting a claim under this Cancel for any Reason (CFAR) benefit. Cancel for any Reason coverage is available only: a) If you purchased your policy within 72 hours of booking your trip, or b) Before any cancellation penalties became applicable. If you Cancel for any Reason and decide not to travel before you leave home you may be eligible for coverage as follows: If you cancel your trip 14 days or more before the departure date shown on your confirmation, Manulife will pay up to 50% of the covered amount (less cost of insurance premium) you purchased for the prepaid portion of your trip that is non-refundable.</p> <p>See policy for Terms and Conditions to review eligibility, exclusions, and benefits of purchasing insurance coverage with Manulife. www.ellisontravel.com/nonmed-720</p>
<p>Manulife Trip Cancellation/Interruption Plan</p>	<p>Coverage for all Canadian residents who have a valid provincial health card¹.</p> <p>Ages: 54 to 59 - \$610.20 60 to 64 - \$675.00</p>	<p>Please note, this policy does not provide medical coverage and cancellation coverage is limited for COVID-19. Some details and a link to the policy are below.</p>

	<p>65 to 69 - \$745.20 70 to 74 - \$878.04 75 to 79 - \$1142.64 80 to 84 - \$1369.44</p> <p>*85+ call for rates .</p>	<p>Includes coverage for Cancellation (if you are unable to travel due to a covered event that occurs before you leave home) and Interruption (if your trip is interrupted due to a covered event that occurs on or after the day you plan to leave home).</p> <p>If you DO NOT qualify for cancellation benefits under Events Covered Under Trip Cancellation Insurance, and you want to cancel your trip for any other reason, consider submitting a claim under the Cancel for any Reason (CFAR) benefit. Cancel for any Reason coverage is available only: a) If you purchased your policy within 72 hours of booking your trip, or b) Before any cancellation penalties became applicable. If you Cancel for any Reason and decide not to travel before you leave home you may be eligible for coverage as follows: If you cancel your trip 14 days or more before the departure date shown on your confirmation, Manulife will pay up to 50% of the covered amount (less cost of insurance premium) you purchased for the prepaid portion of your trip that is non-refundable.</p> <p>See policy for Terms and Conditions to review eligibility, exclusions, and benefits of purchasing insurance coverage with Manulife.</p> <p>www.ellisontravel.com/tc0720</p>
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¹ valid provincial health card **required** – if you do not have a valid provincial health card please inquire with your planner/agent for options and prices for a Visitor to Canada Medical Plan and Cancellation coverage options

TERMS & CONDITIONS

Terms and conditions for Ellison Travel & Tours' customized tours, and those of its divisions and associates where Ellison Travel & Tours (herein referred to as 'The Company') is the licensed tour operator are outlined below.

For travel services and packages booked by The Company through another supplier that are not part of a packaged tour, payment, and cancellation terms are subject to the terms and conditions of that supplier. Please speak with your travel consultant for more information.

1. PAYMENT, CANCELLATION & INCLUSIONS

1.1 Deposits & Payment: Deposit amounts vary according to the tour booked. Forms of payment will be outlined by your travel consultant. Verbal authorization of the use of your credit card commits you to your reservation whether or not you have signed a credit card draft. Provision of payment constitutes acceptance of all terms and conditions.

1.2 Payment & Cancellation Terms

- Payment schedule and cancellation terms vary by tour – please see payment schedule specific to your tour. Tour is 100% non-refundable unless otherwise noted in the group contract with your organization.
- Any add-on travel components that are not part of the tour price, such as air or cruises are subject to their own supplier terms and conditions and cancellation penalties.
- Tours will be cancelled if Canadian 'Do Not Travel' advisories or local restrictions apply to the destination due to COVID-19 or a related variant, which would prevent the tour from being carried out. In this case all monies paid will be refunded less the 10% non-refundable Ellison Travel professional/service fee (based on the total tour price) and any non-refundable supplier penalties.
- For tours where a minimum tour participant number is required, if the minimum tour participant number is not reached, the tour will be cancelled and all monies will be refunded.
- Cancellation Insurance is highly recommended for all trips. Medical Insurance and/or proof of COVID-19 vaccine or other required vaccines may be required by the supplier and destination and is the responsibility of the traveller.

1.3 Goods & Services Tax: The Canadian Government's G.S.T. and/or H.S.T. **may** apply to the price of your tour. Your travel consultant will advise of the additional G.S.T./H.S.T. charges, if any,

that apply to the price of your tour. The Company reserves the right to pass any Government changes to the tax structure on to the consumer. A 10% non-refundable Ellison Travel professional/ service fee is included in the total price of this trip.

1.4 Price Guarantee: Once the deposit is paid and the rate of exchange is secured (when applicable), the tour price is guaranteed, however, price increases are permitted up to 7% to cover any unexpected costs over which The Company has no control, such as fuel surcharges, government taxes, currency and country visas. In the event of a rate increase of more than 7% (except for increases due to an increase in GST/HST/PST) clients may cancel with no penalties. No price increases are permitted after the customer has paid in full and no surcharges will be added within 30 days prior to departure. For private group tours, should the number of participants change, it may be necessary to revise components of the tour or adjust the price to cover these differences.

1.5 Currency: Price advertised must be in Canadian currency unless clearly specified otherwise. Tour is payable in Canadian dollars unless otherwise stated on your invoice.

1.6 Baggage: Maximum baggage allowance and size varies per tour, cruise or airline. Most motorcoach tours are limited to one large suitcase per person. All hand luggage must be carried personally aboard the motorcoach or aircraft. The Tour Manager and Coach Driver supervise the transfer of luggage to and from the motorcoach and every effort is made to handle luggage as carefully as possible. The Company cannot assume liability for loss, theft or damage due to breakage, fire, water, etc.

1.7 Gratuities/Tips: Please refer to your list of tour inclusions for details.

2. OTHER IMPORTANT TRAVEL INFORMATION

2.1 Insurance: The Company strongly recommends the purchase of Trip Cancellation and Interruption Insurance, Comprehensive Medical Coverage, Individual Accident, Baggage and Personal Effects Insurance. Travel insurance must be extended if you deviate from your group itinerary (when permitted) as insurance must be covered for your entire time of travel. Details are available from your travel consultant.

2.2 Proof of Citizenship/Documentation: A valid passport is required for international travel. Citizens of other countries or landed immigrants should check with their travel consultant for requirements. Passengers must have valid passports for travel abroad and visas and/or proof of vaccines for some countries. Passports may be required to be valid for a period of time beyond your return date.

Canadians travelling out of province are required to be in possession of the correct documentation for such travel and failure to do so will result in participants being denied boarding and returned home at the expense of the traveller. Air transportation requires government issued identification. The Company does not accept responsibility for passengers who do not meet identification, visa and passport requirements. Entry to another country may be refused even if the required information and travel documents are complete. The country you are entering has the sole discretion to deny entry.

2.3 COVID-19: You acknowledge that the COVID-19 pandemic has had an unprecedented impact on the travel industry, the movement of persons and the ability for persons to assemble in groups, and that the impact of COVID-19 may continue into the future. You expressly acknowledge and agree that, notwithstanding any other provision contained herein: (A) any governmental or administrative restriction, action, advisory, order, guideline, regulation or law imposed, taken or enacted in response to COVID-19, whether imposed, taken or enacted prior to, during or following the consummation of this agreement (collectively, Governmental Action) that (i) renders the performance of The Company's obligations under this agreement illegal, impossible or in conflict with a Governmental Action, or (ii) results in a traveller's inability to attend all or any portion of their itinerary, constitutes a force majeure event (B) in the preceding circumstances, as these constitute acts beyond the sole control of The Company, refunds will only be made as outlined in Section 1.2. Due to the unprecedented and constantly evolving situation of COVID-19 globally, signing of a separate COVID-19 disclaimer/waiver may be required by all clients prior to booking and/or departure. COVID-19 Vaccinations (as with other vaccinations) may be required by suppliers and destinations and it is the responsibility of the traveller to ensure these requirements are met. Cancellation due to not meeting these requirements are subject to regular cancellation terms. Please discuss any questions with your travel consultant.

2.4 Departure Points & Times: If motorcoach transportation is included in your tour price, departures are from points indicated on your itinerary and are subject to change as required.

2.5 Performances & Festivals: If your tour is booked for the purpose of, or to include a performance or festival and the performance or festival is cancelled, the rest of the tour will carry on as planned. If required to cancel, all cancellation terms will apply.

2.6 Mobility: In purchasing your tour, you attest that you have the physical fitness and mobility required to participate. If you have concerns, please request additional details about your journey from your Ellison Travel consultant and disclose your mobility issues.

2.7 Promotional Photography (excludes youth & student groups): The Company reserves the right to take photographs during the operation of any tour and to use them for promotional purposes. By booking travel with The Company, tour members agree to allow their images to be used in such photographs. Tour members who prefer that their images not be used are asked to identify your concerns prior to departure to their travel planner or tour leader at the beginning of their tour. For student tours involving minors, it is the responsibility of the schools to obtain permission related to use of photos for marketing purposes.

3. ACCOMMODATION & STANDARDS

3.1 Hotel Accommodation: All accommodations listed in itineraries have been confirmed at the time of printing and are subject to change. On most tours, TWIN refers to two persons sharing one room with two beds; however, in some areas, only one double bed may be available, so please specify at time of booking if you wish two separate beds. TRIPLE or QUAD usually refers to three or four persons sharing one room with two double beds, usually with

private bath. Please note that local customs may require a change in the type of accommodation provided.

3.2 Standards: There may be different living standards and practices, and different standards and conditions with respect to the provisions of utilities, services and accommodation outside Canada. Information on “relevant laws and customs and documentation” is contained in the supplier(s) brochure, or is obtainable through tourist offices, consulates, etc. of the applicable destination.

3.3 Damage of Property: Clients must immediately report any pre-existing damage in your room (or other property such as transportation vehicle) to accommodation staff and/or an Ellison Tour Manager. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation/service provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. The Company (ET) is not responsible for any costs incurred concerning a guest removed from a trip or aircraft, ship or train.

3.4 Behaviour: The Company is committed to providing the best service and experience possible. The tour organizer 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 and enjoyment of the other tour members. This may include (but is not limited to): a. verbally abusive or offensive language towards anyone; b. bullying behaviour; c. inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence; d. excessive consumption of alcohol or intoxication; e. the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor); f. failure to comply with Tour Managers' (including a representative's) reasonable direction; g. the possession, carriage or use of dangerous items (such as weapons); h. breaking the law of the Country in which you are travelling; and i. any behaviour or conduct which brings The Company into disrepute or damages its goodwill.

When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with The Company. Persons leaving the tour during operation will not receive a refund of unused services or compensation for costs incurred as a result of leaving the tour.

3.5 Itinerary Changes: The Company reserves the right to alter the itinerary as required for the comfort, convenience and safety of the participants and for the proper management of the tour. Such changes would not in any way depreciate the value of the tour. For groups travelling with a tour manager/leader, The Company reserves the right to change the tour manager/leader at any time if deemed necessary.

4. LIABILITY

4.1 The safety and welfare of each of our travellers is of utmost importance to The Company. The Company acts solely as organizer of the tours outlined herein and is responsible for making all reservations and charting the routes as outlined but it is expressly understood and agreed between the tour organizer and the passengers that The Company or its respective employees,

affiliates, directors, successors, representatives and assigns, shall not be held liable for:

a) non-performance on the part of any hotel, airline, cruise line, motor coach company or other provider, or accommodation for any act or omission that is not 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) any inconvenience, loss of enjoyment, upset, disappointment, distress or frustration whether physical or mental however caused, except where caused directly by the tour operator;

d) any additional costs incurred or any ancillary loss sustained as a result of cancellations or delays of tours caused by inclement weather conditions, acts of God (Force Majeure), or any other event, which result in one or more persons being unable to continue or complete the tour through no direct fault of the tour organizer. The tour organizer reserves the right to make any changes before or during the tour for the comfort, safety and enjoyment of the passengers and it is agreed and understood that any increase in costs occasioned by such change shall be paid by the passengers or any decrease in costs occasioned by the change shall be refunded to the passenger.

4.2 Force Majeure: Except where otherwise expressly stated in these conditions, The Company cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected, or you otherwise suffer any injury, damage, loss or expense of any nature as a result of “Force Majeure”. In these conditions, “Force Majeure” means any event in which The Company or the supplier of the service(s) in question could not, even with all due care, control or avoid. Such events may include but are not limited to: an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); industrial disputes, work ban or other labour dispute or difficulty; acts of terrorism, political unrest, war or threat of war, riots or civil strife; failure or delays to scheduled transportation and the closure of airports or ports; pandemic, epidemic or health risk; governmental and administrative actions (including closure of borders and travel warnings and restrictions), or other events out of our control.

4.3 Acceptance of Risk: The decision to travel is your choice and you are responsible for your personal safety abroad. You agree to take all prudent measures in relation to your own safety while on tour including, but not limited to, the proper use of safety devices (including seatbelts when available) and obeying all posted signs and oral or written warnings regarding health and safety. Neither The Company nor its Third Party Suppliers are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

4.4 Third Party Suppliers: The Company makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although we take all reasonable care in selecting Third Party Suppliers, The Company is unable to control Third Party Suppliers, does not supervise Third

Party Suppliers and therefore cannot be responsible for their acts or omissions whether negligent or otherwise. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and The Company does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

4.5 Commercial Liability Insurance: Ellison shall maintain in force at all times during the Term of this Agreement the following

insurance: Commercial General Liability (CGL) insurance including bodily injury, property damage, premises, and contractual liability.

4.6 Waiver of Liability: The Company, its agents and all passengers agree that conditions set out herein are part of the terms between the passenger and the tour organizer. Acceptance of the ticket for the tour or any deposit given to the tour organizer represents acceptance by the passenger of all the aforementioned conditions. This release and discharge of liability, assumption of risk and agreement not to make a claim save and except the company is found negligent by any Court of competent jurisdiction, is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Itinerary is tentative and subject to final confirmations.

The information contained in this document is confidential and proprietary to Ellison Travel & Tours with the understanding that it will be held in strict confidence and will not be used for any purpose other than for you the client for this particular tour. No part of the document may be circulated, quoted, or reproduced for distribution, outside the Client organization without prior written approval from Ellison Travel & Tours. This includes unsecured websites and the internet.