



## **Travel Disclaimer**

### **General Terms and Conditions**

#### **Third Party Suppliers**

This website includes trip and travel information pertaining to various items including, without limitation, travel destinations, air transportation (i.e. rates/fares and times/dates), insurance, packages, tours, and excursions. This information is provided to us by third parties (the "Third Party Suppliers") such as airlines, hotels, and transportation suppliers, which are not directly associated with Calgary Co-op Travel. The Third Party Suppliers are independent parties over which we have no control. As such, we will make all reasonable efforts to ensure that such information is current, however, we cannot verify that the information is accurate and do not accept any responsibility for such information. Additionally, the services provided by the Third Party Supplier may be subject to their own specific terms and conditions. It is possible for such terms and conditions to limit or exclude the supplier's liability to you. As such, we will make reasonable efforts to bring such limiting or excluding terms and conditions to your attention at the time of your reservation.

#### **Trip Details**

The details provided on this website pertaining, but not limited to, prices, rates/fares, flights, packages, tours and excursions are subject to availability and are subject to change or can be withdrawn without notice. Furthermore, special conditions may apply to the prices displayed on this website. For example, without limitation, prices/rates/fares may vary based on the actual date of travel, class of service, hotel or room categories, and travelling during holiday versus peak periods. Additionally, minimum stay restrictions and blackout dates may apply.

In the event any service to be provided by a Third Party Supplier should become unavailable due to circumstances beyond Calgary Co-op Travel's control, we shall, at our sole discretion and without prior notice to you, be entitled to substitute services of equal or greater value without refund to you, and such substitution shall be deemed to be complete compensation such that you shall have no further claim against Calgary Co-op Travel.

The prices/rates/fares as set out on this website do not include taxes or airport charges. Taxes, airport charges and any additional costs will be advised to you at the time your reservation has been confirmed.

#### **Airline Transportation**

Third party airlines which are utilized and noted on this website are subject to regulation and therefore may carry certain restrictions and penalties. If you cancel or revise your booking after tickets have been issued, you will be subject to penalties. Penalties vary by carrier. Specific blackout dates may apply. Due to airline schedule changes that may occur after documents are



issued by our office, it is mandatory that all departures are reconfirmed by you with the airline at least 48 hours before the scheduled departure time shown on ticket. All flight times, carriers, equipment, and itineraries are subject to change with or without prior notice. If Calgary Co-op Travel is aware of a change, we will make all reasonable efforts to advise you of such change. Calgary Co-op Travel is not responsible for any expenses or losses incurred as a result of any changes to flight times, etc.

### **Tours and Excursions**

Calgary Co-op Travel is not responsible for the possible cancellation, development or any event that may take place during any excursion or optional tour bought at any destination of travel. Moreover, pre-purchased tour services including unused accommodation and air tickets are non-refundable.

### **Transferability**

All of the documents which may be issued to travellers are non-transferable. Such documents include, without limitation, airline tickets, hotel/tour vouchers or any document used to confirm an arrangement with a Third Party Supplier. Such documents may also be subject to further conditions such as, but not limited to, refund restrictions, date adjustment restrictions and/or cancellation or amendment fees, for which Calgary Co-op Travel is not responsible.

### **Travel Documents**

The traveller is responsible for obtaining all personal documentation that is required to travel to and within the destination(s) included in the reservation. These travel documents include, without limitation, passport, visa and health information. Calgary Co-op Travel will assist you in obtaining information in relation to these requirements, however, we are not responsible for obtaining these documents or traveller issues with respect to, without limitation, being denied boarding or access to Third Party Supplier transportation services, or entry into a destination, due to the inadequacy of such travel documentation.

### **Calgary Co-op Travel as Agent**

All payments received by us from you in respect of travel services are received by us strictly as an agent of the Third Party Supplier. If for any reason, any Third Party Supplier will not provide the services for which you have agreed, your remedy lies against that Third Party Supplier, and not against Calgary Co-op Travel. Additionally, in the event that we received any payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from Calgary Co-op Travel. Furthermore, your verbal and/or written consent to use your credit card indicates your acceptance and compliance with these General Terms and Conditions, as well as grants Calgary Co-op Travel the requisite authority to use your credit card regardless of whether or not a "hard-copy" imprint is retained by us.



### **Insurance**

Calgary Co-op Travel recommends that travellers obtain insurance to provide sufficient coverage for personal accidents, medical expenses, loss of baggage and curtailment or cancellation of trip. Travellers are fully responsible to finance any and all on the spot medical expenses and other contingencies, and to reclaim this from insurance, if covered. Travel consultants of Calgary Co-op Travel will be reasonably familiar with the insurance coverage available and will assist travellers to obtain insurance information to ensure that the coverage will meet the traveller's travel needs. Insurance must be purchased and paid for in full at the time the reservation is made in order to become fully effective.

### **Traveller Responsibility / Special Requests**

Travellers are responsible for advising their Travel consultant of their intentions, goals, motives, expectations and needs as they relate to the proposed travel package before the reservation is completed. Furthermore, it is the Traveller's responsibility to disclose to their Travel consultant, before the reservation is confirmed, any circumstance which could prevent the traveller from entry into any destination(s) included in the reservation.

Any special requests made by the traveller must be made at the time of reservation and be clearly recorded. We will use reasonable efforts to forward any reasonable requests to the Third Party Supplier, however, we cannot guarantee that any special requests will be satisfied. A failure of a Third Party Supplier to meet any special request will not result in a breach of contract by Calgary Co-op Travel.

### **Health / Medical Issues**

Travellers are responsible for ensuring they are in adequate physical condition for travel and that they have sufficient quantity of any required medication in their hand baggage at all times.

If a traveller has a medical problem or disability which may affect travel arrangements, it is important to inform us, providing full details, prior to confirming your booking, so that we can advise to the suitability of the chosen arrangements. We are within our full rights to cancel or refuse a booking if we reasonably determine that the travel plans are inappropriate for the traveller with a health or medical problem or disability that hinders them from undertaking the trip or if we are made aware after the time of reservation of details that were not disclosed at the time the reservation was made.

### **User Conduct and Warranties**

In consideration of the availability, and your use, of this website, you agree to comply with all applicable laws and these Terms and Conditions when using the website, and not: 1) make any fraudulent, speculative or false enquiries, bookings, reservations or requests via the website; 2) use the website while impersonating another person; 3) post or transmit to or via the website any unlawful, threatening, defamatory, libellous, obscene, indecent or inflammatory material or any



other material that could give rise to civil or criminal proceedings; 4) tamper with, hinder the operation of or make unauthorized modifications to the website; 5) delete data from the website; 6) knowingly transmit any virus or other disabling feature to the website; 7) frame the website as part of another website or cache the site for commercial benefit; or 8) attempt to do any of the foregoing.

Further, by making use of the website, you specifically warrant that: 1) you are of sufficient legal age to use the website and create legally binding obligations for any and all liability you may incur through any such use; 2) the information you supply via the website is accurate and not misleading, deceptive or likely to mislead or deceive; 3) the travel service reservations facilities of this website shall only be used to make legitimate reservations or purchases for you or others for whom you are legally authorized to act; 4) you understand that the presence of typographical errors in information provided to Calgary Co-op Travel or any Third Party Supplier by you via the website shall in no way relieve you from any obligations you may owe to Calgary Co-op Travel or any Third Party Supplier; and 5) you understand that abuse of the website may result in you being denied access to the website in the future.

### **Indemnity**

You agree to indemnify, defend and hold harmless Calgary Co-op Travel and each of its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns from any claim or demand, including solicitor and his own client costs and fees, arising out of your use of or connection to the website, any violation of these Terms and Conditions by you or any violation of applicable law or rights properly belonging to another party by you.

### **Suitability Release**

Calgary Co-op Travel does not represent that any travel products or services displayed on this website will be suitable for you. As such, you release us from any claims in relation to the travel products or services described on this website, including without limitation, that the travel products and services are not suitable.

### **Force Majeure**

Calgary Co-op Travel is not liable for any loss, damage or injury of any nature resulting from any Act of God, force of nature, war, insurrection, terrorist act and/or any other cause beyond the reasonable control of Calgary Co-op Travel.



**Restriction of Services**

We reserve the right to reasonably decline any individual as a participant of our travel services at any time.

**Limitation of Actions**

Written notice or any claim against Calgary Co-op Travel must be received no later than fourteen days after your return from your trip. Upon expiry of the fourteen-day notice period; all claims and rights of action against Calgary Co-op Travel will expire and be waived.