

Terms and Conditions

Please take the time to read and understand the Terms and Conditions of booking set out below prior to booking a tour with us.

The Terms & Conditions contained herein are the terms under which Doctors-on-Tour and on-Tour (being operating brands of Britcan International Consulting (B.I.C.) Inc. and together, for the purposes of these Terms & Conditions, being referred to collectively as DOT/OT/BIC) accepts reservations. Our liabilities are limited. When you make a payment of deposit and/or final payment, it is also an acknowledgement of receipt and acceptance of these Terms and Conditions.

Due to the current COVID situation, we are offering more **flexible terms and conditions** for all **reservations received and deposited between January 1 - March 31, 2022 for all tour departures up to December 31, 2022**. Where different to our standard Terms and Conditions, these flexible terms and conditions are noted in *italics* (and are highlighted in yellow) in the relevant section below.

1. RESERVATIONS & DEPOSIT: Early reservations are recommended to guarantee your reservation as several of the accommodation providers with which we make arrangements on your behalf have limited capacity. All services are strictly on a request basis, both for air travel and land requirements and subject to availability of seats and hotel/lodge/camp rooms and cruise cabins. A guaranteed non-refundable deposit of \$500 per person (\$700 per person for programs which include a cruise component, \$1,000 per person for Iceland cruises), together with the applicable travel insurance premium, is required with your reservation request. Tour extensions and, where applicable, seat upgrades in aircraft cabin categories higher than economy, are also subject to additional non-refundable deposits as detailed in each specific program's brochure. Reservations made for travel within 95 days (105 days for programs which include a cruise component) of the travel date will require full payment at the time of reservation. Certain non-standard arrangements may require higher deposit and the same will be advised to you at the time of booking. Please be aware that some airfares (outside of our group air blocks) require full payment at time of booking and will be advised to you accordingly at the time of your booking confirmation.

Lifetime transferable deposits : If you decide to change your plans and no longer wish to participate in the particular tour that your deposit has secured, your deposit may be transferred to any of our overseas programs (either the same destination at a future date or a different destination) so long as you notify us before the tour balance payment date. Lifetime transferable deposits are s.t. the possible retention of a nominal amount relating to any non-refundable deposit charged by the airline which is out of our control.

2. FINAL AND/OR BALANCE DUE PAYMENT: Guaranteed payment of all balances due is no later than 95 days (105 days for programs which include a cruise component) prior to departure date. If payment of the balance due is not received by the stipulated date, we reserve the right to cancel your reservation without refund of deposit.

For our land based programs, balance payments are now due 65 days prior to your departure and for our programs that include a cruise component, balance payments are now due 95 days prior to your departure. In certain circumstances, and depending on group air arrangements, payment for air seats may be required earlier.

3. CREDIT CARD PAYMENTS: Visa & MasterCard credit cards are accepted as form of payment. We do accept any other kinds of cards, including either American Express or Diners Club. Your online authorization by way of our Online Registration Form acts as your approval for the credit card provided as part of your registration to be charged for both the initial deposit (and travel insurance premium, where applicable) as well as the future balance payments on the date they become due, together with any other charges due relating to the booking that have been requested by you in writing (including by current or future electronic mail communication). For registrations that are not received via our Online Registration Form, but instead are forwarded to DOT/OT/BIC by mailing, faxing or e-mailing a scanned completed copy of our (non-online) Registration Form, your signature on such (non-online) Registration Form verifies your approval for your credit card to be charged. No services will be provided without receipt of either the authorized Online Registration Form or the duly signed (non-online) Registration Form. Third party payments may have restrictions.

4. CANCELLATIONS & CHANGES: The deposit amounts (for both the main tour and any optional extensions reserved) are 100% non-refundable and non-transferable. Cancellation penalties for bookings cancelled by the client after the final balance due date (95 days before departure; 105 days before departure for programs which include a cruise component) are as follows: 95 – 61 (105 - 61 days for programs which include a cruise component) days before departure – 25% of total price paid; 60 – 31 days – 50% of total price paid; 30 days or less – 100%. (Notwithstanding the foregoing, any domestic Canada flight purchased as an additional service to the advertised package is 100% non-refundable irrespective of the date of cancellation). If payments are not received by their due dates, we reserve the right to cancel the booking without further notice. Bookings are non-transferable. There will be no refund for unused land arrangements after departure from North America. In the event of the cancellation by DOT/OT/BIC of any or all components of the travel services offered herein, DOT/OT/BIC will offer either a refund, or future travel credit, depending on the situation with our supplier partners subject to any specific penalties relating to airline seats that would be out of our control and would obviously be dependent upon the air ticket conditions. Irrespective of whether a tour booking is cancelled by the client or if any or all components of the travel services are cancelled by DOT/OT/BIC, airfares may be subject to different rules and cancellation fees including some airfares may be fully non-refundable once the booking is confirmed.

regardless of when it was made including upgraded air cabin classes (ie premium economy, business and first class cabins) which are subject to different rules and cancellation fees based on the individual fare class in which the seats are purchased.

Lifetime transferable deposits : If you decide to change your plans and no longer wish to participate in the particular tour that your deposit has secured, your deposit may be transferred to any of our overseas programs (either the same destination at a future date or a different destination) so long as you notify us before the tour balance payment date. Lifetime transferable deposits are s.t. the possible retention of a nominal amount relating to any non-refundable deposit charged by the airline which is out of our control.

Cancellation penalties for bookings cancelled by the client after the final balance due date (65 days before departure; 95 days before departure for programs which include a cruise component) are as follows: 65 – 46 (95 - 46 days for programs which include a cruise component) days before departure – 25% of total price paid; 45 – 31 days – 50% of total price paid; 30 days or less – 100%.

5. TRAVEL INSURANCE: To protect against cancellation charges, we strongly recommend purchasing Cancellation Protection and Travel Interruption Insurance. In the event of illness, medical and hospital expenses are the traveler's responsibility and no refunds will be made, partial or total, for the purchased tour. We strongly urge that you purchase either the Non-Medical Inclusive insurance (ie Cancellation Protection and Travel Interruption Insurance), All Inclusive insurance (Non-Medical coverage plus health coverage), or the Premium Protection Plan insurance package (All Inclusive coverage with higher coverage limits) offered by DOT/OT/BIC through Manulife Insurance. COVID-19 is currently viewed as a pre-existing situation by all insurance companies, including Manulife Insurance, and therefore is an exclusion under those policies that include health insurance, ie All Inclusive and Premium Protection Plan insurance packages. For coverage relating to COVID-19 health claims while on your tour, Manulife offers separate coverage, ie COVID-19 Pandemic Travel Insurance. Some countries may require proof of medical insurance, including specifically for COVID-19.

6. TRAVEL DOCUMENTATION, VISA & OTHER IMMIGRATION REQUIREMENTS: A Canadian citizen must be in possession of a passport that must remain valid for a minimum of 6 months from the date of conclusion of their journey for all destinations offered with the exception of New Zealand, Spain/Portugal and countries on our Eastern Europe program where the passport must remain valid for a minimum of 3 months from the date of conclusion of their journey. Tour participants must also ensure that they comply with all visa and health requirements of countries they intend to visit.

For Canadian citizens, a tourist entry visa (or, in some cases, a reciprocity fee) is required for entry into the following destinations offered by DOT/OT/BIC -

- Bhutan, Brasil, China, India, Kenya, Myanmar, Tanzania, Vietnam (tourist entry visa, or a visa pre-approval letter in some cases, must be obtained prior to departure from Canada), Cambodia, Laos, Zambia (tourist entry visa may be obtained upon arrival in the destination)
- A tourist entry visa is not required for entry into Argentina, Bali (Indonesia), Chile, Ecuador, Iceland, Japan, Malaysia, Morocco, New Zealand, Peru, Singapore, South Africa, Spain and any country on our Eastern Europe program.

Non Canadian citizens may have different requirements. It is the passenger's responsibility to ensure that all his or her passport, visa and mandatory health vaccination requirements for entry into the country are met and the cancellation penalties referred to above will apply if a passenger is not allowed into the destination country (or determines in advance of departure that he will not be allowed into the destination country) due to lack of proper documentation including, but not limited to, passport, visa, customs, health or currency provisions required by the destination country thus preventing him from participate in the tour.

While COVID-19 remains an ongoing issue, some countries may introduce specific medical requirements for entry which may completing medical wellness declarations upon arrival and/or proof of a negative COVID-19 test and/or proof of having received an approved COVID-19 vaccination. Proof of medical insurance, including specifically for COVID-19, may also be required. As regulations and requirements continue to change by country, we will notify you of any specific necessary requirements for your destination closer to departure.

Proof of a full series of vaccination doses against COVID-19 is required for all participants on programs offered by DOT/OT/BIC.

Final tour documents consisting of detailed tour itinerary, vouchers, and airline tickets will be forwarded approximately 2-3 weeks prior to departure subject to receipt of final payment.

7. PRICING POLICY: Accommodations and services at the destination are contracted in local currencies and/or US Dollars. Due to frequent fluctuations in currency exchange (as well as other factors beyond our control including, but not limited to, fuel costs, transportation taxes and airport and local surcharges), prices are subject to change with or without notice and surcharges may apply for which we would endeavor to inform you as soon as possible. However, once we have received your final payment we would either waive any price increase or allow you to cancel your booking without penalty.

8. UNUSED PORTION OF THE TOUR: No refund will be made for any unused accommodations, missed meals, transportation segments, cruise portions, sightseeing tours or any other service. Such unused items are neither refundable nor exchangeable.

9. ACCOMMODATIONS: We use a variety of accommodations on our programs with many of our properties specifically chosen to reflect the local style and culture of the region. Our rating system reflects the majority of the accommodations throughout each program but some variety can occur. Ratings are based not only on room quality but also on facilities and location. Accommodation ratings in overseas destinations outside of Canada are an arbitrary measure and their definition from country to country can differ slightly as well as not always being consistent between individual properties in that particular destination nor are they necessarily comparable to an equivalent rating in North America. Rooms are assigned by the respective supplier(s) on a run-of-the-house basis, in category (ies) as specified in the itinerary and the right is reserved to substitute properties/hotels/lodges/camps/cruise/ships as conditions warrant such change for reasons beyond our control. Accommodations on twin occupancy basis, is provided at the properties/hotels/lodges/camps/cruise ships as specified or similar. Single room supplements apply to persons occupying sole use of a room/cabin but travelling with other passengers on the same tour and sharing transport cost on transfers, game drives, coach tours, sightseeing and excursions. Quoted single room rate does not necessarily mean single occupancy of a double room, as several of the establishments offered have especially designed single occupancy units.

10. SINGLE PASSENGERS TRAVELLING TOGETHER: If you are travelling with a companion and each paying separately the regular each of two double sharing accommodation rate and your companion decides to cancel, the remaining travelling passenger will be responsible for either finding a replacement travelling companion to take the cancelled passenger's place or must pay the single supplement and travel on a single basis.

11. AGE & HEALTH REQUIREMENTS:

Minimum Age: The minimum age for the majority of our tours is 12 at the time of travel.

Maximum Age: We have no upper age limit for our tours though we inform you that our tours may include some components for which group members need to be in good physical condition in order to be able to participate. We will provide details on mandatory and recommended health requirements but it is your responsibility to ensure that you obtain proper and detailed medical advice at least 6 weeks prior to travel for the latest health requirements and recommendations for your destination and how they impact your own personal health situation.

12. MEALS & BEVERAGES: Meals as included on our itineraries are either buffet meals and/or table d'hôte. Meals ordered through room service are not included and must be paid directly to the establishment. Alcoholic beverages, soft drinks, and bottled water are included only where indicated on the itinerary. Unless specifically mentioned in your itinerary, all drinks (both alcoholic and non-alcoholic) are to be purchased and paid directly to the establishments.

13. OPTIONAL TOURS & EXCURSIONS AND TOUR EXTENSIONS: It is our intent to operate any optional tours & excursions and tour extensions on a private group basis. However, should the number of participants be of an insufficient level, we reserve the right to either -

- (1) add a surcharge to the previously stated selling price to be able to still offer the extension on a private basis or
- (2) operate any individual tour on a shared basis with other non-group participants or
- (3) cancel the tour and provide a full refund of all monies paid.

No refunds can be provided for cancellation of any tour by the client while in the destination.

14. SPECIAL REQUESTS: While we will make every effort to accommodate special requests, eg., room/cabin locations, adjoining rooms, non-smoking rooms, bed preferences, special dietary meal requests, these cannot be guaranteed and DOT/OT/BIC cannot be held responsible if such requests cannot be fulfilled. Requests for upgrading rooms/cabins are subject to additional charges. Any deviations to the standard program arrival and departure flight dates should be notified to us by separate e-mail at the time of booking and are subject to availability and also any applicable flight class supplement.

15. SEATING ASSIGNMENT ON FLIGHTS: Our air arrangements are made via group contracts with the airlines and are therefore subject to more restrictive airline Terms & Conditions and policies than seats purchased individually from airline web sites. If you have a particular seat request, we will do our best to fulfill it subject to the policies of the airlines. Certain airlines assign group seating automatically for which the specific location within the group block is out of our control and to which the airlines do not provide access for us to change specific seat locations; and several airlines do not allow for specific advance seat assignment at all in which case specific seats will be assigned at airport check-in.

16. DOCUMENT DELIVERY: Your travel documents will be sent to you approximately 3 weeks prior to departure. For bookings received within 3 weeks of departure, express delivery of documents will require a courier delivery fee of \$30 to cover extra handling and processing. Additional courier charges will apply for all residents outside of Canada, irrespective of when the booking is made.

17. CONSUMER PROTECTION: DOT/OT/BIC are licensed under the Ontario Government Ministry of Consumer & Corporate Relations, Travel Industry Act 1974, Registration No. 50009110. The Act is administered by the Travel Industry Council of Ontario (TICO), the government regulated body which is responsible for enforcing and monitoring the Travel Industry Act, including the protection of advance monies paid to its registrants by consumers. More information about TICO is available at <http://www.tico.on.ca/>

18. NOTICE TO TRAVELLERS: Canadians enjoy a living standard which is among the highest in the world. In other countries, the uninterrupted supply of water and electricity, local health conditions, levels of security and standards of food and beverages may sometimes differ from those enjoyed at home. Illness or inconvenience resulting from the services provided or omitted at the destination are outside the reasonable control of DOT/OT/BIC who bear no responsibility for such illness or inconvenience. DOT/OT/BIC cannot accept responsibility for the behavior of other guests/groups nor the unlikely event of the withdrawal of services or facilities due to local cultural and political events, or strikes.

19. ACCEPTANCE OF RISK:

You acknowledge that participation in overseas travel involves a degree of personal risk and that you may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. You acknowledge that you are choosing to travel at a time where you may be exposed to epidemics and/or pandemics including, but not limited to, the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip.

We use information from government foreign departments and reports from our own contacts in each destination, including our local destination supplier partners, assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health and safety risks and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

20. FORCE MAJEURE: DOT/OT/BIC shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, resulting from events beyond our or a supplier's reasonable control, including but not limited to acts of God; war; civil commotion or insurrection; riot; blockade or embargo; fire; explosion; breakdown; union dispute, strike, lockout or other labor disputes or disruptions; earthquake; epidemic, pandemic or other health emergency; flood; windstorm or other extreme weather event; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, restraint, ordinance, demand, requisition or requirement or any other act of any government authority, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue.

21. OUR RESPONSIBILITIES: DOT/OT/BIC makes arrangements with a network of third party suppliers, ie., airlines, tour operators, ground handlers, accommodation providers, cruise companies, activity providers, coach and transfer companies, car rental companies, tour and local guides, government agencies, and other independent contractors and individuals to provide you with the travel services and other services you purchase. Although we take care in selecting these third party suppliers, we have no control over them and, therefore, cannot be responsible for their acts or omissions. In the unlikely event that a particular hotel / lodge / cruise ship described in this brochure is not available we reserve the right to provide an alternate hotel / lodge / cruise ship of the equivalent standard. We also reserve the right to substitute another airline if the particular airline described in this brochure is not available.

The travel services provided by DOT/OT/BIC are subject to the applicable provincial Travel Industry Acts and Regulations and are subject to the conditions imposed by our third party suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements.

DOT/OT/BIC shall not be responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution or deficiency of quality of equipment or service, or any act, omission, negligence or commission of any party supplying any of the services or accommodation herein, its agents, servants, employees, subcontractors or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any cause that arises by reason of actions of parties other than DOT/OT/BIC. In the event that it becomes necessary or advisable for the comfort or well-being of the passengers, or for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made without penalty to DOT/OT/BIC. The right is reserved to withdraw any or all tours should conditions warrant, also to decline to accept or retain any passengers as members of the tours. DOT/OT/BIC can assume no responsibility for lost tickets or coupons. The liability of DOT/OT/BIC for any loss, damage or injury, whether physical or mental, arising from its own acts, omissions or negligence, is limited to the price of the services purchased.

22. SEVERABILITY: In the event that any term or condition contained in these Terms & Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

23. PRIVACY POLICY: Any personal information that we collect about you will be handled in accordance with our Privacy Policy and may be used for any purpose associated with the operation of a trip. In making this booking you consent to this information being passed on to the relevant persons such as our agents, service providers or other suppliers to enable us to operate the trip or, if permitted by any relevant e-marketing spam laws, to send you marketing material in relation to our events and special offers.