



LiberationTours
THE CANADIAN LEGACY

TERMS & CONDITIONS OF BOOKING AND OTHER IMPORTANT INFORMATION

general

For the purposes of this document, references to “you” or “your” includes all guests in your party. Liberation Tours Inc. operates variously as “Liberation Tours,” “Liberation Tours Canada” and “Liberation Travel.” Collectively these are referred to herein as “Liberation Tours” or the “Company.”

Your agreement is with Liberation Tours and a contract is formed when you make a reservation with us that we accept. Enrolment in and payment for a guided vacation shall constitute acceptance by you of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Liberation Tours are made subject to the terms of these booking conditions. The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

Travel is personal and each individual’s goals and experiences may differ. Liberation Tours will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third-party sales representative, travel agent, or other person or entity relating to any holiday offered by Liberation Tours.

security

Security is a major concern to all of us and the situation globally is constantly changing. Events around the world, coupled with the travel advisories issued by various governments, may at times necessitate changes to the accommodations and itinerary or even trip cancellation. You must accept risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions.

reservations & payments

A deposit is required at the time of booking, following which you will receive an invoice confirming your reservation. Balance of payment is required on or before the Final Payment Date as outlined on your invoice. Payment in full is required for bookings made after the Final Payment Date. If you cancel your booking at any time, for any reason, all payments made are non-refundable.

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the traveler. Additional air-related restrictions apply.

Liberation Tours reserves the right to cancel your reservation prior to the Final Payment Date, due to lack of subscription, Covid-related matters or other, in which case all payments shall be fully refunded.

All prices are in Canadian dollars unless specified otherwise.

insurance

Liberation Tours strongly recommends the purchase of Trip Cancellation and Interruption Insurance, plus out-of-country medical coverage. You can obtain a quote from Manulife Insurance via our booking agent, or from Sanderson Insurance via our website, or from your favourite local travel or insurance agent. You could also check your credit card provider in case you have automatic coverage by way of purchasing your trip on your credit card.

itinerary

Every effort is made to deliver the itinerary of a given tour as outlined on the website and within the published literature, however due to circumstances beyond our control (including but not limited to weather, construction, passenger illness, mechanical breakdown, civil unrest, etc.) Liberation Tours reserves the right to alter the itinerary by substituting where possible alternate venues and/or sightseeing locales so as to make the best possible accommodation under the circumstances.

Certain activities may not be precisely as described or may not be available due to seasonality or weather conditions. We will try to notify you of changes. If your enjoyment may be diminished by such limitations, please check with us before making a reservation.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Liberation Tours seeking to reduce inconvenience to guests. Such changes are deemed not to be a major change to the itinerary, and no



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compensation will be payable to guests. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with us before selecting a specific departure date.

All tour itineraries are subject to change or cancellation without prior notice. Tour managers and/or historians designated for a particular tour are subject to substitution where deemed necessary or as may be necessary based on availability.

hotel accommodation

Prices are per person, based on two persons sharing a room with private bath or shower. Single and triple rooms may be available on select tours, in limited quantities. A single room will require the add-on fee of a single supplement. Triple rooms will come at a small discount. Triple rooms will often feature one double bed plus a fold-away bed or similar. Three persons may find these arrangements small, with restricted space for baggage and the like. Triple rooms are typically best suited to two adults plus a child.

Every effort is made to reserve twin-bed rooms; however, on some occasions rooms with one double bed may be the only option available. These rooms will be allocated to single travellers and couples first; other rooms may feature a single bed and rollaway bed, murphy bed or sleeper sofa. Liberation Tours shall not be responsible or liable for any claims or issues arising out of the shared rooming.

Hotel room sizes, standards, facilities and services provided may vary from country

to country and region to region and are often local in style.

All hotels listed on the itinerary have been pre-booked at time of publishing. Whereas Liberation Tours will do its utmost to prevent our pre-booked hotels from 'booking out' we cannot accept responsibility for this possibility. Similarly, there may be occasions where Liberation Tours is not able to secure our contract hotels due to conferences, sporting events etc. in which case a hotel of similar standard will be booked. Liberation Tours reserves the right to accommodate within 80 km of locations listed on the attached itinerary.

Hotel Frequent Traveller program points are not earned with hotels on Liberation Tours trips.

Many hotels are 100 % smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room will result in a fine. All coaches are non-smoking.

motor coach

Toilets aboard the coach may be affected by higher altitude or extreme weather conditions such as freezing temperatures and for the comfort of those on board the motorcoach the toilets may have to be closed. Occasionally the toilets will reach capacity due to heavy use, and may need to be closed. In these circumstances, additional rest breaks will be incorporated into the itinerary.

Complimentary Wi-Fi service is available on most coaches. The Wi-Fi uses the cellular phone network and as a result the connection will be slower than standard broadband and at times may not be

available. W-Fi may also not be available on temporary coach services such as airport or restaurant transfers, where an alternate coach is sometimes used. Audio and video streaming is not available using motorcoach Wi-Fi, and there are daily limits to the amount of data allowed. Additional data may be available, at an extra cost.

We employ a seating rotation program whereby all clients are shuffled through the coach to new seats daily, thereby ensuring everyone has an opportunity to be seated in different areas of the coach and also providing for different neighbours across the aisle. Requests to be seated in a fixed or preferred location will respectfully be declined.

tips / gratuities

Tips and gratuities are included in your tour package, covering your coach drivers, on-board agents, local guides, hotel porters, restaurant servers during included meals, and local specialists. Tips are not included for any non-group activities such as local taxis, meals not included in the itinerary, and the like.

food allergies

Some tours may include one or more pre-booked group meals. For such meals, Liberation Tours will make every effort to accommodate food allergies that you declare to us in advance, however such accommodations cannot be guaranteed and your food allergy requirements are received **on a request basis only**. Our responsibility will be limited to requesting of the restaurant(s) to provide you with a safe, allergy-free meal. Failing this, should you find it necessary to substitute one of these pre-booked meals in some alternate



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way (i.e., different restaurant, hotel meal, etc) you will need to be responsible for cost of same. Liberation Tours regrets we cannot refund or otherwise transfer the value of pre-booked meals.

air reservations / ticketing / seating / cancellations

When booking a guided vacation including flights, you will be required at the time of booking to provide us the full name as detailed on the passport, date of birth, passport number, nationality, date and place of issue and expiration date for each guest. Some airlines do not allow name corrections and/or itinerary changes. Such corrections and/or changes are subject to additional fees, schedule changes and/or complete loss of air reservation. Guests will be responsible for any penalties (up to 100% of the airfare) charged by the airlines for name corrections and itinerary changes. A service fee of \$50 per guest will be charged for name corrections and any additional penalties or charges imposed by the airlines. Prior to your booking and paying your air travel, all prices and itineraries are subject to change at any time. Once a deposit is received, the base airfare is guaranteed, although Air Taxes and Fuel Surcharges are subject to change until receipt of final payment. Upon receipt of final payment, the airfare, taxes, and fuel surcharges are final, regardless of future price fluctuations up/or down. Some tours require full payment upon booking intra-trip and is 100% non-refundable.

After deposit has been received changes or cancellations incur a service fee of \$ 75 per person, reduced to \$35 if air ticket has not been issued prior to cancellation, plus any airline penalties. Airline imposed

penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable. Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled and no refund will apply.

Seats are limited in our contracted class of service and may not be available on every flight. Liberation Tours does not hold block space on any airline and does not assure seat availability for every single guided vacation departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. Liberation Tours does not assure that these requests will be granted.

Itinerary changes due to flight delays and schedule changes is solely under the airline's control. Liberation Tours reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. Liberation Tours will not be responsible or liable for such delays or rescheduling and extra charges.

seating on optional group flight

Clients who choose to book seats with the optional group air booking should note that seating is assigned generically, by the airline. **While every effort is made to seat couples together, it cannot be guaranteed that they will sit side-by-side.** Group air bookings are such that advance seat selection is usually not offered. With most carriers, seat selection can be purchased after ticketing has been issued, or you can make a seating request upon check-in at the airport. Please be prepared for the possibility that you may not sit beside your travel companion.

making your own bookings for air travel, pre & post hotels, etc

If you plan to arrange your own air travel, and/or make your own bookings for extra hotel nights pre-tour and/or post-tour, or similar, **do not make any non-refundable bookings prior to the Final Payment Deadline** just in case the tour needs to be postponed or cancelled due to lack of subscription. Liberation Tours is not responsible for other travel arrangements that you have made outside the tour package and which are affected by our cancellations. Such reservations are best made through Liberation Tours, with only minimal additional deposits required if any. Note however that we cannot make reservations on your behalf using your points due to Canadian privacy legislation.

If you arrange with us to remain at a destination before or after your guided vacation, your stay will be at your sole

expense, as is the transfer to either the hotel or airport. Breakfast and luggage handling is not included unless otherwise noted in our quote to you. Liberation Tours



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does not provide complimentary transfers for guests booking pre- and post- night accommodations unless otherwise stated. However, inexpensive airport transfers can often be purchased through us. If your extra night accommodation is not the hotel where your guided vacation begins or ends, you will be responsible for your transfer arrangements and the expense therefore.

passports, visas and other entry / exit requirements

All guests including children must be in possession of a machine-readable passport valid for at least 6 months after the conclusion of their trip, along with applicable visas. Due to government-imposed security and immigration measures, passport and emergency contact information is required for all guests prior to the release of your travel documents.

It is the guest's sole responsibility to secure and/or pay for any and all visas, affidavits, immunizations, etc. that are required in order to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes / exit fees which will be collected at the airports upon entry / departure by local government authorities. Any such taxes / fees are not part of your tour package and are payable by you. For some countries an invitation letter is required from the Ground Handler to send along with the visa application.

Canadians do not currently require a visa to travel to countries within the *Schengen Area* for stays of up to 90 days in any 180-day period. If you leave the Schengen Area and return within the same 180-day period, the previous stay will count against

the permitted 90 days. The Schengen Area includes Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland. A tourist visa is also not required for the United Kingdom (for stays of six months or less). More information is available at <https://travel.gc.ca/travelling/schengen-area> and <https://travel.gc.ca/destinations/united-kingdom>. Beginning in late 2022 Canadian travelers to Europe will require an ETIAS Travel Authorization. More information is available at <https://www.etias.ca/requirements-for-canadian-citizens/>.

It is the sole responsibility of each traveler to obtain all necessary documents and papers for countries to be visited. Liberation Tours will not accept responsibility for clients who do not have a passport and the appropriate visas. Any interruption in a client's travel resulting from lack of proper documentation will be at the client's expense. For up-to-date detailed information on travel documents and visas, entry / exit taxes, and further information on entry and exit requirements please check with local consular services. Obtaining and carrying these documents is your sole responsibility.

Entry to any country may be refused even if the required information and travel documents are complete.

Liberation Tours will require full passport information (full name, date of birth,

passport number, issue and expiry dates) prior to final payment.

surcharges

Prices may be subject to a surcharge to cover any unexpected costs over which Liberation Tours has no control, including but not limited to fuel surcharges, government taxes and country visas. The surcharge shall not exceed 7% of the Land-Only booking price and shall, if needed, be applied no later than the date of final payment. If a surcharge of more than 7% is necessary clients may, at their option, cancel their booking and receive a full refund of any payments made, with no penalties. No surcharges shall be applied after the client has paid in full.

baggage & portage

Due to limited motorcoach capacity, a single bag per person is allowed with dimensions not exceeding 30"×18"×10" (76×46×25 cm) and weight not exceeding 50 lbs. / 23 kg. Carry-on / hand luggage is restricted to one piece per person, not exceeding 12"×11"×6" (30×28×14 cm), to fit under your coach seat or in the small overhead compartment. **Carry-ons with telescopic handles and wheels (commonly referred to as an 'executive bag') will not fit in the overhead compartments or under seats and therefore cannot be accepted as carry-on / hand luggage.** The handling of carry-on / hand luggage is the responsibility of each guest and must be taken on and off the coach by you each day of the guided vacation.

Although the movement of luggage is supervised by the driver and every effort is made to handle luggage as carefully as possible, Liberation Tours cannot assume



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liability for loss, theft or damage due to breakage, fire, water, etc. Porterage is available at most hotels, although it is sometimes the case that clients will need to port their own luggage between the coach and the hotel lobby. Some hotels do not offer porterage, or may need to temporarily withdraw this service due to staffing issues, thus clients may occasionally need to handle their own luggage.

Note that the luggage limits for other parts of your journey, i.e., flights, may be more restrictive than the limits stated here. Be sure to check with all of your airline and other carriers for luggage limits prior to your journey.

illness or absence

Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a guided vacation, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. Liberation Tours urges you to purchase travel insurance to cover such circumstances.

guided vacation participation

On all guided vacation tours youth under 12 years of age are not eligible to travel. Young travellers under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision. Alcoholic beverages will not be served to guests under the legal age for consumption of alcohol in the country being visited. Minors traveling to certain foreign countries must be accompanied by both parents or have a notarized letter of consent signed by the parent(s) not traveling. Liberation Tours is not

responsible for any losses if you fail to have appropriate documentation. If the other parent is deceased or the child has only one legal parent, a notarized statement must be obtained as proof.

Liberation Tours seeks to provide a safe, enjoyable and memorable travel experience for all guests. Guests must advise the Company, at time of booking, of any physical, medical or other special needs that require accommodating. Liberation Tours will make reasonable modifications to its policies, practices and procedures when necessary, unless doing so will fundamentally alter the nature of the services provided.

Liberation Tours may impose safety requirements. Liberation Tours may exclude an individual from participating in a guided vacation or an activity if the individual's participation poses a threat to the health or safety of others. This decision, made solely by Liberation Tours, to exclude an individual will be based on an individualized assessment based on reasonable judgment that relies on current medical evidence or on the best available objective evidence to determine the nature, duration and severity of the risk, the probability that potential injury will occur and whether reasonable modifications of policies, practices or procedures will mitigate the risk. No refunds will be given if the decision is made to exclude a guest.

Liberation Tours does not provide personal devices (such as wheelchairs, hearing aids or prescription eye glasses) or services of a personal nature (such as eating, toileting or dressing). A traveller who requires services of a personal nature (eating, toileting or dressing, as examples) should strongly consider bringing a

companion to provide such assistance and must understand that other travellers, and staff, will not be available for such purposes. Regrettably, motorized scooters are not allowed on guided vacations.

Liberation Tours does not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Liberation Tours is not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on vacation, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. You are strongly advised to purchase medical insurance that will cover you while on vacation. Your regular health insurance benefits may not apply abroad.

In purchasing your vacation, you attest that you are physically fit for it. If you have concerns please request additional details before making your booking.

behaviour

Liberation Tours is here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may terminate the vacation of guests who assault our staff, the staff of our ground handler partners,

suppliers or fellow guests, or who are abusive or aggressive to them. When you make a booking, you accept responsibility for the proper conduct of all members of your party during your travels with Liberation Tours.



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We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Such termination will also include travelers who appear to be suffering medical distress or incapacitation and require professional medical assistance beyond our ability. Such termination shall result in forfeit of all monies paid to us for your trip and no refund will be made.

We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) guests may incur as a result of the travel arrangements being terminated. If you damage the accommodation in which you are staying or any property, you must reimburse the accommodation 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. You must indemnify us for the full amount of any claim (also including legal costs) made against us. Criminal proceedings may be instigated. Liberation Tours is not responsible for any costs incurred concerning a guest removed from

a guided vacation or aircraft, ship or train. Guests agree not to hold Liberation Tours or any of its related entities liable for any actions taken under these terms and conditions.

responsibility

You acknowledge and agree that Liberation Tours (the "Organizer") acts

solely as an organizer of the tours outlined in this brochure and as such is a middle-person between you and the carriers, hotels, tour operators and other service/product providers which form part of this tour. Consequently, Liberation Tours shall not be held liable for the services rendered, and/or the products offered, by such third-party providers. Liberation Tours shall not be liable and assumes no risk for the obligations, or any default or negligence, of third-party providers and for any damages including, among other things, damages due to delay, cancellation, loss of goods, sickness, injury, accident, quality of services, inconvenience, loss of enjoyment, disappointment, acts of God or force majeure. The Organizer reserves the right to make any changes before or during the tour for the comfort and enjoyment of the clients.

The 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, at our sole discretion, detrimental to the interest, comfort or enjoyment of the other tour members. Persons leaving the tour during operation will not receive a refund of unused services.

not included

Any items and matters not referred to above are not included in the price of your trip. These will include airmiles to and from your destination (unless booking seats on the optional group air flight), air-related taxes and fees (except where specified), additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services, passport and visa fees, insurances of all

kinds, laundry, phone calls, minibar, beverages and meals not detailed in the itinerary, optional excursions, and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided vacation whether of your own volition, our decision based on behaviour that disrupts the trip, due to illness, action by any government, or other reason. This list is illustrative and not a complete list of every item not included.

changes

Liberation Tours shall be responsible to the guest for supplying the services and accommodations described in the itinerary, except where they cannot be supplied or the itinerary is changed due to delays or other causes of whatever kind or nature beyond the Company's control. In such circumstances, the Company will seek to supply comparable services, accommodations and itineraries and there shall be no refund in these circumstances.

acceptance

Liberation Tours, its agents and all clients agree that conditions set out herein are part of the terms between the client and the Organizer. Acceptance of the ticket for the tour or any deposit given to the Organizer's agents represents acceptance by the client of all the aforementioned Terms and Conditions.

safety

Where the guest occupies a motorcoach seat fitted with a safety belt, neither



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Liberation Tours nor the Operator nor its agents or co-operating organisations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

errors & omissions

In the case of computer or human billing errors, we reserve the right to re-invoice guests and their Travel Agents with correct billing. Every effort is made to ensure brochure accuracy at the time of going to press; however, Liberation Tours cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. Moreover, photographs and descriptions of locations or attractions are merely representative of conditions that existed at time of brochure printing and conditions may not be the same at the time of your journey.

The airline(s) featured or nominated in the brochure do not by virtue of their endorsement commit or represent themselves either as contracting with any purchaser of a vacation from Liberation Tours or as having any other legal relationship with them. All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to terms and conditions and exclusions and / or limitations of liability imposed by them in relation to matters not covered particularly and expressly by your agreement with Liberation Tours.

If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancelation or amendment fees. Liberation Tours, nor any of their staff or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

additional risks

Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with Liberation Tours to participate in such trips and activities you agree you will not make a claim against Liberation Tours, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss,

cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release Liberation Tours, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors accompanying you. This agreement also binds your heirs, legal representatives and assigns.