

TERMS AND CONDITIONS

ITINERARY SERVICES

- The Basic Itinerary Service fee is C\$75 for the first five days of itinerary planning. For each additional day of planning a fee of C\$10 will be charged. In addition, an amendment fee of C\$50 will be charged to the client for any and all requested alterations to the itinerary.
- The Executive Itinerary Service fee is C\$200.
- Once the itinerary has been confirmed and sent, a fee of C\$100 will be charged to the client for any and all required changes.
- If the client cancels his/her itinerary, once it has been confirmed and sent, a cancellation fee of C\$50 will be charged to the client for BayofFundy.com to cancel reservations on behalf on the client. Cancellation policies of individual properties and operators still apply.
- Express Fees for Basic Itinerary Services: For basic itineraries requested within 8-14 days notice of departure there is an additional fee to the client of C\$50. For basic itineraries requested within 7 days notice of departure there is an additional fee to the client of C\$75.
- Express Fees for Executive Itinerary Services: For executive itineraries requested within 8-14 days notice of departure there is an additional fee to the client of C\$100. For executive itineraries requested within 7 days notice of departure there is an additional fee to the client of C\$150.
- All prices are subject to 15% HST.

BAYOFFUNDY.COM SELF-DRIVE PACKAGES

- A non-refundable deposit or full payment must be received by BayofFundy.com as follows:
 - 46 days or more prior to departure: 25% of total price of package with a minimum due of C\$175.
 - 0-45 days prior to departure: full payment at time of booking
- Final payments must be received by BayofFundy.com 45 days prior to departure.
- Change in reservation: If changes are to be made (add a day, less a day, change of travel date, etc.) once tour has been confirmed by BayofFundy.com, an administrative fee of C\$150 will be charged to client's credit card.
- BayofFundy.com's cancellation policy is as follows:
 - 46+ days prior to departure: Full refund, less an administration fee of C\$150
 - 22-45 days prior to departure: Refund of 50%, less an administration fee of C\$150
 - 0-21 days prior to departure: No refund
- Optional trip cancellation insurance is recommended and must be purchased within 48 hours of deposit. Insurance is non-refundable.
- All prices are subject to 15% HST.

CREDIT CARD BOOKINGS. Your authorization to use your credit card number for deposit and/or final payment indicates your compliance with our booking Terms and Conditions, whether or not you have actually signed the appropriate draft. Verbal authorization of your credit card confirms your reservation.

LIABILITY OF SUPPLIERS. BayofFundy.com makes arrangements with suppliers, who provide travel services and activities provided in your package. Although we try our best to choose the most reputable suppliers, we cannot be responsible for their acts or omissions. The package is subject to the conditions imposed by these suppliers. BayofFundy.com acts only in the capacity of agent for the client or for the supplier of the goods and services rendered and as such, maintains no control over the personnel, equipment, operations or goods of the said supplier. The travel services and other services provided are subject to the conditions imposed by these suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements.

LIABILITY OF BAYOFFUNDY.COM. BayofFundy.com will not assume responsibility for any claims, losses, damages, cost or expenses arising out of personal injury, accidents or death, loss, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, especially if such loss results from any of the following:

- The act of omission of any party other than BayofFundy.com or its employees and/or representatives;
- Your failure to follow instructions relating to travel services agreed to;
- Cancellation or change for any reason in the travel service offered.

FORCE MAJEURE. BayofFundy.com cannot be held liable for any delay, loss of personal belongings, injury, accident, mortality, damage, inconvenience, loss of enjoyment, upset, disappointment or frustration, either mental or physical, owing to a force majeure, that is to say, an unforeseeable event such as, but not limited to, the following:

- An unjustifiable or negligent act or omission on behalf of a service provider or an employee thereof;
- Any illness, theft, trade dispute, mechanical breakdown, quarantine, war terrorism, government constraints, civil unrest, poor weather conditions, closing or poor state of repair of an access road, or other factors over which no reasonable control can be exercised by BayofFundy.com.

SUBSTITUTION OF SERVICES. Some substitutions for accommodations may be required. This could affect quoted prices. We reserve the right to cancel a tour or modify the travel service you have purchased by substituting services, varying the itinerary, or otherwise. In all cases you will receive a comparable or superior product. In the event of a cancellation, our liability will be limited to the purchase price of the travel service only and we shall not be liable for any claims, demands, losses and damages of any nature or kind whatsoever you may have by reason of our modification to, or cancellation of the travel service. Furthermore, suppliers may have the right to substitute other suppliers in their place with or without notice to us or to you. We do not assume responsibility for any claims whatsoever resulting from such substitution.

PRICES

- All prices are quoted in Canadian dollars unless otherwise stated.
- Once your holiday is paid in full, you are guaranteed against future price increase provided no change is made to the original booking.
- Prices for individual components of the packages are not available.
- Prices quoted in US dollars are based on exchange rate at time of booking. BayofFundy.com assumes no responsibility for any change in price due to fluctuations in currency.

PROOF OF CITIZENSHIP AND TRAVEL DOCUMENTS. It is the full responsibility and at the expense of consumers to obtain all documents required by all relevant government authorities. A valid Canadian passport is recommended for travel outside Canada, including travel to the USA, as this is the most assured identification both for entry into another country and re-entry to Canada. Likewise, a valid U.S. or other passport is recommended for travel to Canada.

THIRD PARTY TRAVEL AGENCIES

- Deposits and final payments for BayofFundy.com travel packages are payable directly to BayofFundy.com in Canadian dollars.
- Commissions due to third party travel agencies will be paid on a monthly basis in Canadian dollars.
- Promotional materials delivered by BayofFundy.com pertaining to BayofFundy.com travel packages will be void of BayofFundy.com contact information and corporate logo to ensure bookings are placed through the third party travel agency promoting the package.
- BayofFundy.com will provide third party travel agencies with an invoice showing amounts due by client(s) via email or fax.
- Payment is due to BayofFundy.com as outlined in these Terms and Conditions.

ACKNOWLEDGEMENT OF HAVING READ TERMS AND CONDITIONS. The customer/travel agency hereby acknowledges having read these Terms and Conditions.