

# TERMS AND CONDITIONS

Updated July 22, 2021

## INTRODUCTION

Bestway Tours & Safaris Inc. ("BTS") offers the services of organizing tours and safaris around the world. The following terms and conditions ("Terms") constitute a binding agreement between BTS and you. Please read these Terms carefully.

For the purposes of these Terms, the following words have been defined below:

- "You" collectively refers to the customer booking a Tour, as well as all accompanying participants on a Tour who are bound by these Terms.
- "Tour" refers to the totality of any travel booked through BTS, including but not limited to group or customized tours, pre- and post-tour accommodation, flights and optional activities.
- "Third Party Suppliers" means independent parties including but not limited to accommodation providers, tour and local guides, activity providers, air carriers and tour operators with which BTS makes arrangements to execute part or all of your Tour. Third Party Suppliers may also engage the service of local operators and sub-contractors.

## 1. BOOKINGS, DEPOSITS AND PAYMENTS

**1.1** In order to make a booking, you must submit a completed and signed Tour Application with a non-refundable deposit.

**1.2** If you are making a booking on behalf of another person or party, by completing the booking you represent and warrant that you have the authority and consent to bind said participant(s). You hereby agree to be the primary contact for the Tour booking and shall be personally responsible for all obligations hereunder.

**1.3** All bookings involving a minor (under the age of 18) are subject to approval by BTS.

**1.4** Unless otherwise stated, the Tour deposit is USD 500 per person. Specific Tour services may require additional deposit funds and you will be notified as such by BTS.

**1.5** Unless otherwise indicated, full Tour payment is due a minimum of 75 days prior to the start date of your Tour. If the final balance is not paid on or before the due date, BTS reserves the right to cancel the booking without further notice and without refund of any monies paid.

**1.6** If the booking is made within 75 days of the start date of your Tour, full Tour payment is required at time of booking.

**1.7** BTS accepts the following forms of payment: wire transfer, cheque, Visa, MasterCard or American Express.

**1.8** If you make a payment by credit card, you agree to complete and sign our Credit Card Authorization Form, or other equivalent form of authorization that we may reasonably require.

**1.9** You represent and warrant all information provided to BTS is complete, accurate and up-to-date, and you agree to remedy any incorrect information as soon as possible. Please check your invoice and all other Tour documents carefully and report any errors. In the case of billing errors, BTS reserves the right to invoice you with correct pricing.

**1.10** BTS will not be liable for errors or omissions in the information provided to complete a Tour booking, or for any resulting losses. If you fail to provide information BTS has requested, BTS reserves the right to cancel relevant parts of your booking and apply cancellation fees at its sole discretion.

## 2. TRAVEL INSURANCE

**2.1** You understand that travel insurance coverage is not included in the cost of any Tour sold by BTS unless otherwise indicated.

**2.2** It is your sole responsibility to ensure you have comprehensive and appropriate travel insurance coverage. Trip cancellation and interruption insurance is highly recommended. It is your responsibility to make yourself aware of the terms of your coverage and any exclusions, including those that may apply to countries or regions included in a government advisory.

**2.3** BTS offers travel insurance to Canadians through Manulife Travel Insurance Company. Please inquire or visit our website at <https://bestway.com/tour-resources.php> for further information.

**2.4** No representation or description of travel insurance made by BTS is a binding assurance or promise about the insurance. You agree to hold us harmless for your choice not to purchase comprehensive and appropriate travel insurance or for any denial of claim by a travel insurer under your policy.

**2.5** Travel insurance as mandatory for certain Tours. If you book a Tour requiring mandatory travel insurance, it is your responsibility to procure coverage. For such Tours,

BTS reserves the right to request proof of insurance from you, and failing to produce such confirmation may result in a cancellation of your booking at your own expense.

## 3. CLIENT INFORMATION AND TRAVEL DOCUMENTS

**3.1** It is your sole responsibility to obtain up-to-date information to ensure that you have the appropriate travel documents required for entry, departure and travel through destinations included in your Tour. Some countries or regions may require travel documents, including but not limited to visas, proof of vaccination, proof of travel insurance and medical certificates signed by a physician. In the event of missing or defective documentation, or denial of visa, BTS will not be responsible for any losses or expenses incurred.

**3.2** It is your sole responsibility to ensure your passport is valid for a minimum of 6 months after the last date of your Tour.

**3.3** BTS may provide travel information or resources, such as information on travel documents or visa requirements. Such information is provided for your convenience only, and should not be relied upon as an authoritative source. BTS makes no representations, warranties or guarantees regarding the accuracy or completeness of such information and will not be liable for any errors or omissions.

## 4. TRAVEL ADVISORIES

**4.1** By agreeing to these Terms, you acknowledge and fully understand that your Tour may be affected by government-issued travel advisories or directives advising against or prohibiting nationals of your country from travelling to certain countries or regions. New or additional advisories or directives may be issued from the time of booking up to and during travel. It is your personal responsibility to check government websites for the most current travel advisories and directives affecting your current and future travel plans. In signing up for a Tour affected by a travel advisory or government directive, you voluntarily assume the associated risks.

**4.2** If a government advisory is issued for a region included in your tour, BTS may need to alter the itinerary, as described in these Terms.

## 5. TOUR PRICES

**5.1** Unless otherwise indicated, all Tour prices are in US Dollars. If there is a conflict between prices given in USD and another currency, the USD rates shall prevail.

**5.2** Tour prices are subject to change. If there is a conflict between the Tour price quoted at time of booking, and the Tour price advertised either through the BTS website or other media, the Tour price at time of booking shall prevail.

**5.3** Tour prices may be impacted due to an increase in the costs of services provided by Third Party Suppliers or other local service providers, including but not limited to increases of airfares or taxes, or adverse changes in exchange rates. You agree that you are responsible for any such price increases.

**5.4** Once the Tour is paid in full, you are protected from any increase in Tour price, except as specified below in these Terms.

## 6. CHANGES TO ITINERARY

**6.1** BTS puts great effort into ensuring the accuracy of our itineraries. However, BTS reserves the right to change or omit carriers, flights, accommodation, Tour Host or any other services involved in the Tour, or to modify the itinerary and/or dates. Such changes will be made at the discretion of BTS in the event that a circumstance beyond BTS's control, or any logistical or other concern, prevents us from travelling safely, comfortably or enjoyably. In cases where accommodation has been changed, BTS will make efforts to provide a substitute accommodation of similar quality. If there are any major changes to your Tour (defined as affecting at least one in three days of travel), BTS will endeavor to inform you as soon as reasonably possible, providing there is sufficient time to do so before departure. Such changes can also happen after a Tour has already started and without prior notice. In such cases, BTS will make reasonable efforts to provide substitute services of similar quality, but makes no guarantee.

**6.2** You will be responsible for any costs associated with the changes described in 6.1. BTS will not be liable for any indirect and/or consequential losses associated with any changes to the itinerary, Tour dates or Tour services, nor will any necessary omissions be refunded.

**6.3** Changes made by you to the itinerary or Tour services are subject to availability and approval by BTS, and may be accompanied by a fee. You will also be responsible for any price difference in services or fees levied by Third Party Suppliers.

## 7. TOUR SERVICES

### 7.1 Single Travellers

(a) You agree that in certain destinations, due to limited accommodation, single rooms may not be available and room share may be required.

### 7.2 Participant's Responsibility

(a) In signing up for a Tour, you confirm that you have assessed the risks and requirements of each aspect of the Tour based on your fitness and medical needs. If you are signing up for a Tour on behalf of or accompanying a minor, you are responsible for determining that the minor is fit to travel on the Tour. BTS advises consulting with a physician regarding your fitness to travel, and the administration of recommended vaccinations and medical precautions. It is your responsibility to consult government medical recommendations regarding travel to your destination.

(b) Some Tours have restrictions or minimum requirements, such as minimum and/or maximum age requirements. It is your responsibility to ensure you and all accompanying participants meet said restrictions and requirements.

(c) If you have any pre-existing medical conditions which may impact your ability to participate in a Tour, or travel to remote areas without access to medical facilities, you have a responsibility to disclose this condition and its impacts to BTS in writing at the earliest possible opportunity. BTS will make reasonable efforts to accommodate pre-existing medical conditions, but cannot guarantee it can accommodate in all cases, and is not liable in the event it is unable to do so. If Tour activities are missed in relation to a medical condition, no refunds will be issued. Some Tours may require you to complete a medical form or present a form signed by a physician. Failure to disclose medical information in accordance with these Terms may result in a penalty determined at BTS' sole discretion, up to and including the cancellation of the Tour without refund.

(d) It is your responsibility to educate yourself on and adhere to the local rules and regulations, including health orders, of your home jurisdiction and the jurisdictions included in the Tour, and refrain from carrying objects which violate said rules and regulations. It is also your responsibility to abide by the authority of BTS Tour Hosts, if any, as well as any local agents or guides.

(e) BTS has the right to deny your participation in any aspect of the Tour at its discretion if BTS finds your physical or mental condition renders you unfit for travel or a specific service of the Tour, you refuse to follow BTS directives, you interfere with the wellbeing or mobility of other travellers or staff, or you are in violation of these Terms. Please note that this may happen before or after the Tour commences. You will be responsible for any resulting expenses or losses.

### 7.3 Airfare

(a) BTS advises not to purchase airfares until the Tour is confirmed and visas (if any) procured.

(b) Any air bookings completed through BTS are subject to the rules, regulations and contract of carriage of the carrier they are booked with, as well as BTS' own Terms.

(c) BTS is not responsible for missed flights, or any airline cancellations, schedule changes, delays or changes to air itinerary, nor liable for any associated costs or losses, and does not provide advice or alerts in regards to the same.

### 7.4 Baggage

(a) Some Tours have specific baggage restrictions or requirements. Please contact us for full details.

### 7.5 Special Requests

(a) BTS will make reasonable efforts to fulfill or accommodate any special requests received. Special requests can include but are not limited to, dietary needs or restrictions, room locations or features, and seating requirements. Special requests will be subject to the sole discretion of our Third-Party Suppliers, and we will not be held liable for any failure to accommodate or fulfill such requests. In some cases (for example, some international air bookings), it may be necessary for you to communicate your request directly to the Third Party Supplier.

## 8. THIRD PARTY SUPPLIERS

**8.1** Although we take all reasonable steps to select reputable Third Party Suppliers, BTS only acts as an agent for these Third Party Suppliers. We are not responsible for the acts or omissions of any Third Party Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. Though rare, if a Third Party Supplier fails to fulfill their contract with BTS, BTS reserves the right to alter or cancel any associated services. In this situation, we will work to provide comparable alternatives if possible, but cannot be liable for loss of quality or enjoyment. We have no special knowledge regarding the financial condition of Third Party Suppliers, and we have no liability for recommending a credit in lieu of a refund. Any disputes between you and any third party are to be resolved

solely between you and that party. In booking a tour with BTS, you agree to any additional terms and conditions of any Third Party Supplier that are applicable to your booking arrangements, regardless of whether you receive notice of their terms.

**8.2** You acknowledge that Third Party Suppliers operate only according to the laws of their home jurisdiction.

## **9. CANCELLATIONS, REFUNDS, TRANSFER/DEFERRING**

BTS puts extensive time and effort into planning a Tour before its start date. Consequently, by agreeing to these Terms, you recognize that cancellation or transfer/deferral of your Tour by either you or BTS may involve cancellation and service fees to cover this time and effort spent.

### **9.1 Cancellation of Land Arrangements by You**

(a) If you need to cancel all or part of your Tour, you must notify BTS in writing, preferably via email, immediately.  
(b) Cancellation and transfer fees will be determined in terms of the date that written notice of cancellation is received by BTS.

(c) Some Tours may have cancellation conditions that differ from those laid out in this section. If there is a conflict between Tour-specific cancellation conditions or policies and these Terms, the Tour-specific conditions or policies shall apply.

(d) All deposits are non-refundable. Certain service costs may also be non-refundable, subject to each Third Party Supplier or government authority, as the case may be. The cancellation conditions listed here are only applicable if all Terms have been met by you.

(i) Cancellations on or before 90 days prior to start date of Tour:

- The deposit can be transferred to another tour departing within 12 months of the original start date of your Tour, minus a per person transfer fee and any Third Party Supplier transfer or cancellation fees. Some tours are 100% non-refundable and non-transferable; you will be notified at time of booking. If a deposit is eligible for transfer, only one transfer is allowed.
- Name changes are not allowed.

(ii) Cancellations between 90 days and 76 days prior to start date of Tour:

- Deposit is non-refundable and non-transferable.
- (iii) Cancellations between 75 and 45 days prior to start date of Tour:

- Deposit is non-refundable and non-transferable.

- Cancellation fee of 50% of the remaining Tour price balance.

- Other Third Party Supplier cancellation penalties may apply in addition to cancellation fees charged by BTS.

(iv) Cancellations less than 44 days prior to start date of Tour:

- Cancellation fee of 100% of the Tour price.

### **9.2 Cancellation of Land Arrangements by BTS**

(a) We reserve the right to cancel, postpone or cut short a Tour at any time at our sole discretion if circumstances beyond the control of BTS make it difficult, unsafe or unadvisable to travel, including, but without limitation, to acts of God, explosion, flood, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery and vehicles, delays or other unforeseeable events (collectively referred to as "Force Majeure"). If a Tour is cancelled by BTS due to a Force Majeure before the start date of the Tour, BTS will transfer the full amount paid by you minus any Third Party Supplier fees to a future departure of the same Tour within a 12-month period. Any transferred amounts will be non-refundable. Once an amount has been transferred, no further transfers will be allowed. If circumstances do not permit this option, alternative options will be provided. In the rare case where a refund is due, BTS will refund the Tour cost minus:

- any amounts expended;
- liabilities incurred; and
- 15% of the total Tour cost per person for services rendered.

(b) If a refund from a Third Party Supplier is applicable, then BTS will assist in securing the same up to a period of 30 days from the day of cancellation.

(c) In the event that BTS cancels, cuts short or postpones your Tour due to a Force Majeure, BTS will not be liable to you for any costs associated with or resulting from the same, or for any compensation for delay of performance or non-performance of our obligations. This could include but is not limited to visas, non-refundable flights or other transport, and vaccinations.

(d) BTS reserves the right to cancel the Tour up to 60 days before start date of Tour if the minimum number of participants needed to run the Tour has not been met. We will work to find an alternative Tour for you (either the same Tour on a different date or another Tour of your choice). If this is not acceptable, BTS will refund any monies paid to you. BTS will have no further liability to you for damages or inconveniences caused. You expressly waive any claim you may have against BTS for such a cancellation.

### **9.3 Air Cancellations**

(a) Tickets purchased for domestic air travel are non-refundable.

(b) Cancellation of international air tickets booked through BTS is governed by the terms and conditions of the carrier. Tickets may be non-refundable. If a refund is due, in addition to any fees charged by the carrier and any outside booking agents,

BTS reserves the right to charge a service fee of 10% of the total flight cost.

(c) If a refund from an air carrier is applicable on an international air ticket booked through BTS, then BTS will assist in securing the same up to a period of 30 days from the day of cancellation.

### **9.4 Refunds after Tour has Commenced**

(a) Once a Tour has begun, no refund can be given for an unused portion of the Tour, including but not limited to, unused portion resulting from a change of the itinerary on account of any Force Majeure circumstances, or if you leave a Tour before its end date, fail to join a Tour or participate in a Tour activity, or join after the start date of the Tour for any reason.

### **9.5 Transferring a Deposit or Deferring a Tour**

In the event BTS offers a transfer or deferral and you accept the same, you are bound by and confirm your full understanding of the following terms and conditions:

(i) Unless otherwise specified by BTS, you will be subject to the cost of Tour services at the time of transfer or deferral, which may be different than original booking;

(ii) Per section 6, itineraries of our Tours are subject to change. When transferring or deferring, the itinerary of the new booking may differ from the original one, even if it is the same Tour;

(iii) Costs for health and travel documents, as well as deferment and cancellation of services not booked through BTS, or any other additional costs arising from transfer or deferral are your full responsibility;

(iv) You will be subject to the Terms in place at the time the transfer or deferral is done;

(v) Departure date of new booking must be within 12 months of original departure date.

### **9.6 Travel Credit**

(a) In some circumstances, at BTS's full discretion, BTS may offer you a travel credit. In this scenario, you are in agreement with and express your full understanding that:

(i) Unless otherwise specified by BTS, you will be subject to the cost of Tour services at the time of rebooking, which may be different than original booking;

(ii) You will be subject to the Terms in place at the time of rebooking;

(iii) Travel credit must be used for travel with a departure date within 12 months of issue.

## **10. MEDIA**

**10.1** During the course of your Tour, you acknowledge that BTS, its employees, agents, contractors, or Tour participants may photograph or video record (the "Media") you or other participants on the Tour. You agree that any Media is the sole property of BTS, and by agreeing to these Terms and participating in the Tour, you irrevocably consent to BTS's use of the Media, without compensation to you, in any and all lawful uses and publications, including but not limited to use or publication on BTS's website, social media accounts, or other lawful marketing and promotional mediums.

**10.2** Furthermore, for any Media provided by you to BTS, either by request or by tagging or posting on our social media accounts, you grant BTS a non-exclusive perpetual license to the Media, and you irrevocably consent to BTS's use of the Media without compensation to you, in any and all of lawful uses and publications, including but not limited to BTS's website or social media accounts. You represent and warrant that any Media provided to BTS is solely owned by you.

**10.3** You irrevocably authorize BTS in its sole discretion to edit, alter or otherwise modify the Media, for the aforementioned legal uses.

## **11. COVID-19**

You acknowledge the current COVID-19 pandemic and the ensuing government orders, quarantines, travel bans, social distancing measures, and other restrictions resulting therefrom. In addition to the provisions contained herein, in booking a Tour, you agree to sign BTS's COVID-19 Waiver and any other assurances BTS may reasonably require.

## **12. LIMITATION OF LIABILITY AND INDEMNITY**

**12.1** You hereby agree that there are inherent risks in the various services that make up the Tour, including air travel. Services may include various activities with inherent risks or dangers, and you acknowledge that your participation in any and all activities is at your own risk and cost.

**12.2** You agree to indemnify BTS for any claims due to the non-availability of the Tour Host (if any) or any requested guides, or for non-materialization of any prescheduled meetings and activities originally part of the tour itinerary when such are beyond the control of BTS.

**12.3** In no event shall BTS, its shareholders, directors, officers, employees, contractors, subsidiaries, agents, representatives or assigns (the "Releasees") be liable for any loss, injury, or claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, physical injury, illness, death, damaged property, lost profits, lost revenue, lost savings, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, suffered or sustained by you or anyone you are responsible for at law as a result of the Tour or any services forming part of the Tour, or as a result of any act or omission of any Third Party Supplier while on the Tour.

**12.4** To the fullest extent permitted by law, the sole remedy for any claim for damages arising out of or related to a Tour shall be limited to the amount of the Tour price paid immediately prior to the occurrence giving rise to such claim.

**12.5** You agree to indemnify, defend, and hold harmless the Releasees from any and all claims, debts, demands, suits, actions, proceedings, expenses, reasonable legal fees and costs which the Releasees or any of them or their personal representatives may be liable to pay or may incur, brought by third parties as a result of any act or omission by you while on a Tour.

**12.6** The Releasees shall not be liable to you or be deemed to be in breach of these Terms by reason of any delay, cancellation or failure to perform any obligations hereunder that are due to any unilateral decision by a Third Party Supplier, or due to any Force Majeure circumstances noted hereinbefore.

## **13. AMENDMENTS**

**13.1** BTS reserves the right to update or alter these Terms at any time.

**13.2** Amended Terms will be posted on the BTS website at <https://bestway.com/terms-and-conditions/>.

**13.3** Any amendment of the Terms will take effect 14 days after being posted on the BTS website.

**13.4** The most up-to-date version of the Terms can be accessed at any time at <https://bestway.com/terms-and-conditions/> or will be sent to you upon written request.

**13.5** You are deemed to have accepted any amendments to the Terms on the date that is 14 days after their posting on BTS's website.

## **14. CLAIMS AND COMPLAINTS**

If you have a claim about your Tour, please inform BTS right away. If you feel your claim has not been properly resolved, please submit it to BTS at [bestway@bestway.com](mailto:bestway@bestway.com) in writing within 30 days of the last day of the Tour. Response may take up to 60 days. We will not be responsible for unsettled complaints not received within 30 days.

## **15. APPLICABLE LAW**

These Terms shall be governed exclusively by the substantive laws of the Province of British Columbia and the laws of Canada applicable therein, and without application of principles of conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction within the Province of British Columbia, Canada, in connection with any claims or disputes which may result from, arise out of, or relate to these Terms.

## **16. LICENSING & REGISTRATION**

BTS is a licensed travel agent/wholesaler within the Province of British Columbia, Canada. All monies received from our clients are protected and are held in a Trust Account as per the requirements of the Business Practices & Consumer Protection Act. BTS license number is 592.

## **17. DISCLAIMER**

BTS is not responsible for any errors, omissions or misquotes contained in any promotional documentation or its website.

## **18. SEVERABILITY**

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **19. ENUREMENT**

These Terms will enure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

## **20. WAIVER**

Any failure or delay in enforcing any provision of these Terms at any time does not waive our rights to enforce the same or any other provision herein in the future.

## **21. ENTIRE AGREEMENT**

The Terms constitute the entire agreement between you and BTS, and supersede all prior communications and proposals.

## **22. CONTACT**

Bestway Tours & Safaris Inc.:

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