

GENERAL TERMS AND CONDITIONS

NARAT INC – THE PRESTIGE TRAVEL GROUP – TourCentral.ca

719 – 250 Consumers Road
Toronto, Ontario M2J 4V6
416-850-9928
info@tourcentral.ca

Definition: NARAT Inc., The Prestige Travel Group, Luciano Lista Consulting, Luciano Lista, Travel Consultant, and TourCentral.ca are herein referred to as **The Agency**.

Agency's Planning and Consulting Services: The Agency may charge a non-refundable deposit of \$350.00 per person or per tour/group for consulting, itinerary, and travel design services, at the Agent's discretion.

Reservations will automatically be cancelled after five days of booking if The Agency does not receive payment. For reservations made within 45 days of departure, full payment is due upon confirmation. Failure to comply with the deposit/payment terms outlined will result in the cancellation of the booking.

Changes to itineraries or other trip details:

A change fee of \$50.00 will be levied against any changes made after confirmation or Contract Signing. Changes made within 20 days of departure will not be accepted.

Cancellation Penalties -Tours only –NOT applicable to non-refundable deposits

90 days or more prior to departure 10% penalty – **except ANY Nonrefundable Deposit** paid upon registration as specified in the itinerary.

89 to 46 days prior to departure 50% of the total price

45 days prior to departure 100% of the total price

All airline ticket and hotel cancellations may be governed by additional Terms and Conditions set by the Airline Carriers and/or the Hotel/Tour operator. The client acknowledges that The Agency has no control over these additional Terms and Conditions.

Payment: Payment for services is accepted by certified personal cheque, American Express, MasterCard, or Visa (a 4% POS surcharge may apply for certain travel products and tours). Permission to use Credit Cards forms must be validated and signed by the cardholder and forwarded to The Agency. The Agency will hold clients responsible for covering charges in case of a cardholder payment denial and cancel the booking. No service charge will be imposed if the payments are paid by cheque. No cash payments are allowed.

Payment Terms: A **non-refundable deposit** specified in the Itinerary is due with the acceptance of the itinerary, contract from the hotel or tour operator along with the official Registration. The balance is due 90 days before check-in or Tour/Group departure, unless otherwise stated in the itinerary.

Official Registration: The official Registration can be a registration form signed and returned to The Agency as

Cancellations: Cancellations received 45 days before the arrival date will not be refunded.

Refunds: No refunds will be given for unused services, hotel nights or unused portions of airline tickets. Therefore, passengers are encouraged to purchase an adequate Insurance policy for their trips.

Travel Insurance: Passengers are advised to purchase or have **in their possession adequate coverage through Travel Insurance**

(Cancellation, Interruption, etc.) and Out if Country Medical Coverage Insurance. Travellers who do not wish to purchase this coverage through The Agency must sign a waiver and/or provide information on alternative insurance to The Agency prior to travelling. Certain countries will not allow passengers into the Country without Travel/Medical insurance. The Agency cannot be held responsible for this.

Prices: Prices in the itinerary are quoted in Canadian dollars unless otherwise stated and are based on exchange rates in effect at the time of printing. Prices are subject to change without notice due to international currency fluctuations and/or other factors beyond the control of The Agency. Should the total price increase by more than 7%, except increases resulting from an increase in retail sales tax or federal goods and services tax, the customer has the right to cancel the contract and obtain a full refund.

Taxes: Tour prices include all hotel taxes but do not include airport departure taxes in or outside of Canada.

Documentation: All passengers must travel with a passport valid for six months post end of the trip. It is the passenger's responsibility to obtain, at their own expense, all documentation required by all relevant government authorities. If the passenger does not possess the documentation required by the chosen destination, the airline or carrier reserves the right to refuse passage. The Agency cannot assume responsibility for failed entry into destinations due to incorrect documentation. Please note that entry to another country may be refused even if the required information and travel documents are complete.

Accommodation: Hotel accommodation in a package is based on standard rooms, run-of-the-house, except where indicated. The Agency reserves the right to provide alternate hotels of comparable quality where circumstances beyond our control force us to vary the accommodation. Changes made in destination at the passenger's request may be subject to additional charges at the discretion of the hotelier or supplier. You will be asked to pay directly for these charges occasioned by your decision. The Agency will not refund any such upgrades or variances to the services booked.

Force Majeure: The Agency shall not be held liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature whatsoever, resulting from events beyond its and/or its supplier's reasonable control, including but not limited to acts of God, labour disputes/disruptions, war, insurrections, riots, earthquakes, weather conditions, floods or restraints imposed by government authorities. Where deemed appropriate, NARAT Inc. reserves the right to provide a future travel credit in lieu of a refund for services not received.

Health and Inoculations: Certain inoculations such as cholera and yellow fever may be required to travel to certain parts of Mexico, Central and South America, and other world countries. Since the required and recommended inoculations can change, contact your doctor or local Health Department, advise them of your itinerary, and contact <https://travel.gc.ca/> for more info. COVID-19 or other epidemics/pandemics.

An inherent risk of exposure to viruses exists in any public place where people are present. COVID-19 and other similar infectious disease

is an extremely contagious disease that can lead to severe illness and death. According to the World Health Organization (WHO), senior citizens and guests with underlying medical conditions are especially vulnerable. We ask that you please take personal responsibility for your wellbeing; pack any personal protective equipment and sanitizers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instructions, whether physical signage or requests from our professional staff, once you are holidaying with us. When travelling with The Agency, you voluntarily assume all risks related to exposure to any virus or contagious diseases,

Important: Travellers should be aware that different living standards and practices may exist outside of Ontario, including but not limited to the provision of utilities, e.g. water and electricity; accommodation; services of all kinds; food; food preparation and water quality. The Agency shall not be responsible for any loss, damage, or injury resulting from different living standards. Travel Insurance is highly recommended.

Responsibility: The Agency reserves the right without giving notice to withdraw any part or all the services and to make such changes as may be necessary for its sole, absolute discretion for any reason whatsoever. The Agency acts only as an agent in securing hotels, transportation, and other travel services and shall not be liable in the event of any failure by any person or company to render said services.

The Agency strives to ensure that the services described in this brochure have been properly arranged and that their suppliers are reputable and efficient. Although The Agency takes great care in selecting these suppliers, but we do not control them. Therefore, The Agency cannot be responsible for their acts or omissions. The services provided are subject to the conditions imposed by these suppliers, or foreign tour operators, and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers and international conventions and agreements. Neither The Agency nor its agents shall be liable for any personal injury (whether physical or mental), property loss, damage, illness, inconveniences, loss of enjoyment, anxiety or fear of any passenger sustained because of any delay, substitution, or any act, omission, or negligence of any party supplying any of the services or accommodations herein. The Agency cannot assume responsibility for any unauthorized statements or acts or misinterpretations made by any travel agency or its employees relating to the standards, quality, services, and inclusions of the vacation programs described in this brochure; or in any other brochures or pamphlets describing services of Hotels, Airlines, or other Tour and Travel Operators.

Waiver and Indemnification: The passenger(s)/client(s)/group waives any claim against The Agency by acceptance of the initial service contract and terms of these conditions and indemnifies The Agency and save it harmless from suits, actions, damages, liability and expense in connection with any loss (including but not limited to health, life, bodily or personal injury) arising from the use of the services contracted herein wholly, or in part by any act or omission of its agents, contractors, and employees. The Agency reserves the right to decline any passenger as a member of these tours/services at any time. The Agency has made every effort to ensure that the information, rates, and photographs in the brochures or literature describing the services of hotels or tour operators are accurate at the time of printing. Any subsequent modifications and/or discrepancies in whole or in part by Hotels, Airlines, Tour Operators and Transportation Services are beyond our control.

The client/traveller/group coordinator acknowledges that The Agency has strongly advised the client and passenger(s), group, group coordinator(s) to have proper travel (trip interruption/cancellation) and medical insurance.

The customer(s) hereby acknowledges that they have read and understood the foregoing terms and conditions relating to the tour or travel services they have purchased or reserved through The Agency [**ONTARIO LICENSE TICO#50015192/50016254 / BIN# 270340037**]. They have read, understood, and accepted the itinerary and The Agency's travel services offered and are clear as to the responsibility of The Agency and have willingly signed and dated below.

Customer's Name _____ Signature _____
Date _____
Customer's Address _____
Customer's Phone Number _____

Per The Agency:

Signature _____ Dated at _____ in the city of _____

Insurance Waiver:

I, [name of traveller] _____ certify that I **do not wish** to purchase travel insurance.

I have an alternative travel Insurance plan through [name of Insurance Company] _____,
Policy # _____.

Signature of client _____ Date _____.