



TERMS & CONDITIONS WITH QUIVERTREE FAMILY EXPEDITIONS, INC.

At Quivertree Family Expeditions, we strive to create close ties with our traveling families. In that spirit, we do not believe in burying the small print behind an obscure Web link where our customers cannot find it. We want to be open and transparent with you as we believe this is the right kind of relationship for us to have. Terms and Conditions are a necessary part of any contractual relationship and We very much want you to be aware of the terms applicable to our proposed relationship.

Please read these terms and conditions below carefully before completing the Reservation Form (the "Reservation Form") we have provided for you to complete. By providing a fully completed Reservation Form, signing below in the spaces indicated, signing a Waiver form, and delivering a Deposit (all as explained below), the undersigned persons (collectively, "You") are entering into a binding agreement with Quivertree Family Expeditions Inc. ("Quivertree", "QFE", "Us" or "We").

If You do not agree with the terms and conditions below, please do not sign this Agreement, and contact Us with any questions or concerns You may have. We will do our best to answer any questions You may have about these Terms and Conditions or our services. If, despite any discussions we may have, You elect not to sign these Terms and Conditions, then We will not be able to then accept your reservation(s) for the proposed travel arrangements to be made with Us.

1. OUR CONTRACT

Once We have received from You:

- (a) a completed Reservation Form,
- (b) Your signed acceptance of these Terms and Conditions in the spaces indicated below,
- (c) Your signed Waiver form; and
- (d) Your deposit in the amount equal to 10% of the written estimate we provided to you, or \$500 whichever is the greater, payable by PayPal, or wire transfer,

We will then forward to You by email at the address You provided, confirmation of Your reservation with Us and a binding agreement will then be constituted with Quivertree (collectively, the "Agreement"). Despite any other provision of these Terms and Conditions, no agreement will be constituted between You and Quivertree unless or until we have received the Reservation Form properly signed or completed in its entirety together with the Deposit and signed Waiver. YOU HAVE CERTAIN STATUTORY RIGHTS OF CANCELLATION WHICH APPLY TO THIS AGREEMENT. PLEASE SEE SECTION 7 BELOW FOR MORE INFORMATION. Also, please review the information below in Section 6 regarding the requirement for insurance.

2. DEPOSITS

We will apply the Deposit to the total cost to be charged to You for our services as indicated on the Itinerary (as noted below in Section 3). The Deposit will be non-refundable unless the final cost for Your travel arrangements with Us as set forth in the Itinerary exceeds 10% of the Estimate. In such event, You will be at liberty to terminate Your Agreement with Us and receive your entire Deposit back upon request.

*Please note that the nature of some travel may require us to increase the Deposit if significant amounts of money are required to be paid by Us to third parties as part of the travel arrangements We expect to make on Your behalf. If so, We will do our best to give You advance notice about this possibility in the Reservation Form or otherwise, as soon as We are in a position to do so.

3. ITINERARY AND PAYMENT TERMS

Within 21 calendar days of our receipt of the documents and Deposit as noted in Section 1 above, We will prepare and send You by email a detailed itinerary based on the background information You provided to Us as described in the Reservation Form (the "Itinerary").

The Itinerary will also set forth the final cost for our services. If such final cost is more than 10% of the Estimate, and You do not wish to proceed with the Agreement, You may by notice in writing within 10 calendar days after receipt of the Itinerary, elect to terminate the Agreement with Us and We will then promptly refund the entire Deposit to You via the same payment protocol in which We received Your Deposit.

If the scheduled departure date is within 70 calendar days of the date you received the Itinerary, You must promptly pay Us the balance shown on the Itinerary within 10 calendar days following your receipt of the Itinerary. For other departure dates, full payment of the balance shown on the Itinerary must be received by Us not later than 70 calendar days prior to the departure date indicated on the Itinerary.

All prices noted in the Itinerary will be payable in the referenced currency. All Paypal payments received from You will be charged in Canadian currency. While deposits are payable by Paypal, the outstanding balance is payable only by wire transfer. No payment is deemed to have occurred until we confirm receipt of immediately available funds.

4. FORFEIT OF DEPOSIT

If We do not receive full payment in timely manner of the amount shown as due on your Itinerary, the Agreement with Quivertree will be terminated (unless We notify You in writing, in our absolute discretion, of any extension of time in this respect). The Deposit will then be forfeited to Us both for our

services rendered in planning the Itinerary and as a genuine pre-estimate of the financial damages We incur arising from Your failure to perform Your obligations under the Agreement. Neither You nor Quivertree will then have any further obligations to each other under the Agreement.

5. PAYMENTS

For payment by PayPal, please see our secure online web page at <http://quivertreeworld.com/make-a-payment.html>. For payment by wire transfer, please contact us for details.

6. INSURANCE

Personal medical insurance coverage is compulsory for every traveller with QFE. At a minimum, your travel insurance must provide coverage against personal accident, death, medical expenses, emergency repatriation and personal liability, with a minimum coverage of US\$200,000 (the "Insurance Requirements"). We strongly recommend Your Insurance covers trip cancellation, unexpected interruption of your trip with Us, loss or damage of luggage and personal effects. You must provide Us with proof of your travel insurance at least 14 calendar days before the departure date noted on Your Itinerary. If for any reason, You are unable to obtain the Insurance Requirements or You do not provide Us with reasonable proof of Your Insurance Requirements, You will not be permitted to accompany Us on the planned Itinerary and We will have no obligation of any kind to reimburse You for any Claims or Costs arising from such failure to comply with the foregoing fundamental requirement under this Agreement.

7. CANCELLATIONS AND REFUNDS

7.1 You have the right to cancel the Agreement if, within 10 calendar days after You receive confirmation of Your reservation with Us as described in Section 1 above, You choose to do so. You do not need a reason to cancel the Agreement. If You decide to cancel the Agreement, You must notify Us by email or facsimile at the numbers and address indicated at the end of these Terms and Conditions, and despite any other provision of these Terms and Conditions, We will then refund to You all monies paid to Us via the same means We received Your payment in the first instance within 15 calendar days of our receipt of Your notice. If You send the cancellation notice to Us by email or facsimile, it does not matter if We receive Your notice after the 10 calendar day period noted above as long as You sent such notice within this required time period.

7.2 Aside from the circumstance described in Subsection 7.1 above, if You must cancel a trip after the Agreement with Us has been constituted and monies advanced to Us, You will forfeit some or all of the money You have paid. Cancellation and determination of Your cancellation is effective on the date of our receipt of Your written notification to Us. If You cancel a trip, You will receive a refund, less the cancellation fees specified below. If notice of cancellation is received by Us

- (a) at least 70 calendar days or more prior to the departure date indicated in Your Itinerary, We will retain the Deposit and refund the balance of any other monies paid by You;
- (b) between 30 and 69 calendar days prior to the departure date indicated in Your Itinerary, We will retain the Deposit or 50% of the total booking cost set forth on Your Itinerary, whichever is greater and refund the balance of any other monies paid by You; or
- (c) less than 30 calendar days prior to the departure date indicated in Your Itinerary, We will retain 100% of the monies paid by You in connection with Your Itinerary.

Our retention of any monies paid as noted above is for our services rendered in planning the Itinerary and as a genuine pre-estimate of the financial damages We incur arising from Your failure to perform Your obligations under the Agreement.

In addition, You are solely responsible for all airfare and transit accommodation cancellation penalties, which are not part of our Agreement and are not included with the cancellation provisions noted above in this Section. No partial refunds are possible for unused services such as hotel rooms, air or land travel or other sight-seeing arrangements included in the booking cost set forth in Your Itinerary. Deposits or other pre-paid booking costs which are forfeit to Us will not be applied to future trips which may be planned with Us. Our cancellation policy is as flexible as possible but it applies in every instance and there will be no exceptions for any reason. We will not issue any refund for arriving late or leaving a trip early. Please understand that many of our trip costs and expenses are incurred well in advance of scheduled trip departure. We will not be responsible for any Costs incurred due to travel delays, flight cancellations, or illness or any other event of force majeure as described in Subsection 15.9 below.

8. CHANGES TO THE ITINERARY

After We have confirmed Your Itinerary and received the payments required by You as described above, We must be notified In writing by email at least 70 calendar days prior to the departure date set forth in Your Itinerary of any change requested by You (including changing the departure date to a later date or transferring the Itinerary in whole or in part to a third party). Any such change request is subject to our prior approval, which approval will be at our sole and absolute discretion. An administrative fee of \$125 per change per Itinerary will apply. If You notify us less than 70 calendar days prior to the proposed departure date set forth in Your Itinerary, the provisions of Section 6 above will apply. Additionally, if and to the extent We accept any change request to your Itinerary, We reserve the right to add any additional costs or expenses relating to or arising from Your change(s) including costs and expenses imposed by our suppliers.

Once Your trip has commenced, We will use reasonable commercial efforts to accommodate any changes You may reasonably request, but We cannot guarantee that any such changes will then be possible. If such changes are accepted by Us, You will then be liable for any cancellation charges that may be levied for the previously booked services and for any costs or expenses incurred by Us or our suppliers in attempting to secure any revised arrangements.

9. CHANGE OF ITINERARY BY QUIVERTREE

Prior to the departure date set forth In Your Itinerary, it is unlikely that We will have to amend your Itinerary; however, We reserve the right to make any changes if deemed necessary or advisable. We will notify You by email of any minor change at the earliest possible date. Should a major change (being a change which results in an Increase of more than 10% of the booking cost noted on Your Itinerary, or omitting a destination described in the Itinerary) become necessary, We will notify You by email at the earliest opportunity. When a major change is made before the departure date set forth In Your Itinerary, You may choose between accepting the change or obtaining a full refund of all monies paid to Quivertree. In such latter event, the complete refund to You of all monies paid to Us will be your exclusive remedy.

After departure, We will attempt to adhere to the Itinerary as much as possible. However, local conditions or events outside our control (political, climatic, environmental or cultural) may necessitate unforeseen changes in the Itinerary. We reserve the right to alter any Itinerary at any time, if necessary in our judgment, acting reasonably. We will attempt to notify You of changes as far in advance as possible. If a trip must be extended or an Itinerary changed due to causes beyond our control as contemplated by Subsection 15.9 below, all associated costs or expenses, including any non-recoverable costs or expenses not previously included in the booking price noted In Your Itinerary will be for Your sole account. You must obtain trip cancellation insurance to cover these costs or expenses and all such costs or expenses incurred by such changes will be your sole responsibility.

10. CANCELLATION BY QUIVERTREE

We may, in our sole and absolute discretion, but exercising reasonable judgment, cancel a trip at any time up to 70 calendar days before the departure date noted in Your Itinerary. We may cancel a trip at any time prior to the departure date noted In Your Itinerary if, due to an event beyond our control as contemplated by Subsection 15.9 below or other external event(s) where We believe it is not prudent for Us to proceed with the planned Itinerary. If We cancel a trip, You may choose to have Your monies paid applied toward an alternative trip to be arranged with Us or receive a full refund of all monies already paid. In any such circumstances, We will not be responsible for any incidental Costs that You may have incurred as a result of such cancellation and preparing for Your Itinerary such as visas, vaccinations or non-refundable flights.

11. PASSPORTS AND VISAS

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for all of the countries which You will visit during your trip as specified in the Itinerary. Your passport must be valid for 6 months beyond the duration of the trip or You may not be permitted to enter a given country. It is Your responsibility to ensure that You are in possession of the correct visas, permits, vaccinations, inoculations and certificates for Your Itinerary; please refer to Your Itinerary notes for details. We will not be responsible if You are refused entry to a country because You lack the correct passport, visa or other travel documentation.

12. ACCOMMODATION

Accommodation will be as noted in Your Itinerary. Please note that We cannot guarantee triple or adjoining rooms for families although we will try to arrange the most suitable accommodation available, which will vary from accommodation to accommodation and from location to location.

13. STANDARDS AND CONDITIONS OUTSIDE OF CANADA

The quality and standards relating to the provision of utilities, sanitation, health care, safety, services and the rating on your accommodation vary from that of North American standards. Although destinations featured in our web site, brochure and other marketing material have been proven to be favorite areas of millions of travellers every year, We caution our travellers that they may encounter standards that are different than those in Canada and the USA.

14. ERRORS & OMISSIONS

Please review Your Itinerary as soon as You receive it from Us, and please notify Us immediately if there are any errors or omissions. Although We have made reasonable efforts to verify the accuracy of information as it relates to Your Itinerary, including relevant information found on our website and Trip Notes, We cannot be held responsible for any unintentional error, omission or misrepresentation in this regard. While every effort has been made to ensure that the information In Your Itinerary is correct, We cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. We reserve the right to re-issue Your Itinerary and all related documents and invoices We deliver to You if We determine any error or omission.

15. GENERAL MATTERS

15.1 Defined Terms. When used in these Terms and Conditions, the capitalized terms listed below will have the following meanings:

"Claims" refers to all claims, actions, causes of action (whether in contract or in tort or any other theory of recovery in law or in equity), suits, proceedings, complaints, contentions, and demands of any kind whatsoever, both in law and in equity, whether implied or express.

"Costs" refers to any damages, losses, liabilities, settlements, awards, fines, costs and expenses, including, without limitation, legal fees on a solicitor and own client basis, and court costs.

15.2 Construction. In these Terms and Conditions, except as otherwise expressly provided or as the context otherwise requires:

- (a) the conjunction “or” shall be understood in its inclusive sense (and/or);
- (b) the words “herein”, “hereof”, “hereby” and “hereunder” and other words of similar import refer to these Terms and Conditions as a whole and not to any particular Section, Subsection, Paragraph, Subparagraph or other subdivision;
- (c) a capitalized cognate of a defined term has a meaning corresponding to that of the defined term; and
- (d) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and where applicable to a corporate entity.

15.3 **Severability.** Each provision of these Terms and Conditions is declared to be a separate and distinct promise and to be separable from all other such separate and distinct promises. If any promise, provision or part thereof is determined by a court of competent jurisdiction or other constituted legal authority to be void, unenforceable or unreasonable in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other promise or provision in these Terms and Conditions or any part thereof and the said court or other constituted legal authority will have the authority to limit such promise or provision as it deems proper.

15.4 **Enurement.** These Terms and Conditions will enure to the benefit of and be binding upon You and Quivertree and the parties’ respective heirs, successors, administrators and representatives.

15.5 **Notices.** Any notices required to be given under these Terms and Conditions will be in writing and transmitted by email (or, if You have a facsimile, by facsimile). If given to Quivertree, any email will be sent to the email address or facsimile number set forth below, and if given to You, at your email address (or facsimile number) noted on the Journey Form or any other address which either You or Quivertree may advise the other of. Notices may be delivered personally, by facsimile or prepaid registered mail and will be deemed to have been received when delivered, successfully transmitted by facsimile or at the time of mail delivery. Notice by email to Quivertree will expressly not constitute effective notice under this Agreement unless We have specifically and intentionally (excluding any pre-programmed or automated rule-based reply) replied to such email by return email to You.

15.6 **Headings, Gender & Schedules.** The headings to, and the division of these Terms and Conditions into Sections, Subsections, Paragraphs, Subparagraphs and Schedules are for ease of reference only and will not in any way affect or be used in interpreting any of the provisions of this Agreement. Unless the context otherwise requires, a reference to a Section, Subsection, Paragraph, Subparagraph or Schedule by number or letter is a reference to the appropriate Section, Subsection, Paragraph, Subparagraph or Schedule in these Terms and Conditions. Where more than one person comprises and signs below as the undersigned, all obligations upon You in these Terms and Conditions will be joint and several.

15.7 **Entire Agreement.** The Agreement constituted by the acceptance by Quivertree of these signed Terms and Conditions, the completed Journey Form, signed Waiver, and payment of the Deposit from You constitutes the entire agreement between You and Quivertree with respect to our services as hereby contemplated in arranging Your Itinerary and supersedes any marketing material, brochures, information found on Quivertree’s world wide web site, verbal discussions, presentations representations, understandings, negotiations or agreements with respect to same. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between You and Quivertree with respect to the subject matter of the Agreement other than as expressly set forth in these Terms and Conditions, Your completed Journey Form, signed Waiver, and Your Itinerary. Unless otherwise provided herein, the Agreement may not be modified, amended, rescinded, or waived, in whole or part except by a written instrument from Quivertree and expressly referring to the Agreement.

15.8 **Fax/Counterpart.** These Terms and Conditions may be signed in one or more counterparts each of which so executed will constitute an original and all of which together will constitute one and the same document. These Terms and Conditions will be validly executed if signed in writing by You, whether evidenced by facsimile or any other method of legibly transmitting recorded messages. Delivery of an signed counterpart hereof via facsimile or scanned and transmitted via email shall be as effective as delivery of an originally signed counterpart hereof.

15.9 **Force Majeure.** Quivertree will not be liable hereunder for failure to perform its obligations due to any event of force majeure including by act of God, act of public enemy, war or threat of war, acts of governmental bodies or agencies (foreign or domestic), sabotage, riot, act of terrorism, pandemic, extreme weather condition, fire, floods, earthquake, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest, accident, industrial disputes, technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline, or because of any other causes beyond the direct reasonable control of Quivertree.

15.10 **Waivers.** No waiver by Us of any breach or series of breaches of any of the terms, promises or conditions of this Agreement will constitute a waiver of an subsequent or continuing breach of any terms, promises, or conditions. The failure of Quivertree to assert any claim in a timely fashion for any of its rights or remedies under these Terms and Conditions will not be interpreted as a novation or a waiver of any subsequent or continuing breach and will not serve to modify, alter or restrict the right of Quivertree to assert any claim for a subsequent or continuing breach at any time thereafter.

16. DISPUTE RESOLUTION PROTOCOL

16.1 **Governing Law.** The Agreement constituted between You and Quivertree will be governed by and interpreted in accordance with the laws (procedural and substantive) of the Province of British Columbia and Canada as if made and performed by and between parties situate in such province and without regard to conflict of laws doctrine.

16.2 **Mediation.** Any and all disputes, controversy or Claims arising out of or in connection with or in relation to the Agreement constituted between You and Quivertree or the breach thereof, including any question regarding its existence, validity, performance or termination and any tort or other common law or statutory claim arising out of or relating to its negotiation, execution or performance (collectively, the “Dispute”), will be first subject to non-binding mediation in an effort to resolve any such Dispute by participating in a structured negotiation conference with a mediator

under the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre. The mediation will be held in Vancouver, British Columbia, Canada. You and Quivertree agree to use best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. All aspects of the mediation will be treated as confidential. The costs of the Mediator will be shared equally between You and Quivertree. The mediation may, at the option of either party, occur by videoconference transmission. The party electing to participate in the mediation by videoconference will be responsible for paying the costs of one Mediator who must attend and participate in the mediation at the videoconference facility selected by the party engaging such person.

16.3 Arbitration. If the Dispute cannot be settled within 45 calendar days after the Mediator(s) has (have) been appointed, or such other period agreed to in writing by You and Quivertree, the Dispute will be referred to and finally resolved by binding arbitration, with the losing party paying all costs of arbitration (including reasonable legal fees and expenses) to be conducted by a single arbitrator in Vancouver, British Columbia, pursuant to the provisions of the Commercial Arbitration Act (British Columbia) and any amendments thereto, and the determination of such arbitrator will be final and binding upon You and Quivertree; and (b) if involving court proceedings, will be submitted to and be subject to the jurisdiction of the courts of the Province of British Columbia, with the losing party responsible for all costs and expenses, including without limitation, court costs and reasonable legal fees and expenses. A judgment on the award of the arbitrator may be entered into any court having jurisdiction over You or Quivertree against whom an award may be issued and You and Quivertree hereby agree to and waive any defences against the enforceability and execution of any such judgment awarded by the arbitrator as hereby contemplated. The award will earn interest from the date of the award until satisfied in full at the rate of 12% per year calculated and compounded annually. Judgment on the award of an arbitrator may be entered by any court having jurisdiction over the person or property of the person against whom enforcement of the judgment is sought.

16.4 Dispute Resolution. You and Quivertree agree that, unless otherwise required in order to comply with deadlines under the law, neither party will file or commence any Claim or institute legal proceedings with respect to any Dispute arising out of, relating to, or in connection with, the Agreement hereby constituted, until:

- (a) notice has been given to the other party of its grievance;
- (b) the other party has failed to provide a prompt and effective remedy;
- (c) the party with the grievance has requested that both parties meet and discuss the matter in order to consider informal and amicable means of resolution; and
- (d) either such meeting as contemplated by Paragraph 16.4(c) failed to occur within 15 calendar days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

16.5 Appointment of Mediator and Arbitrator. Any mediator or arbitrator will be appointed, pursuant to Subsections 16.2 or 16.3, by agreement between You and Quivertree or, in default of agreement, such mediator or arbitrator will be appointed by a Judge of the Supreme Court of British Columbia sitting in the Courts of Vancouver, upon the application of either party.

16.6 Procedure. In any arbitration proceeding between the parties, You and Quivertree agree that each party will be entitled to discovery to the same extent permitted by the Supreme Court of British Columbia as if the matter were being adjudicated in such Court.

16.7 Attornment. Each party waives (a) any right to object to venue or jurisdiction based on inconvenient forum or for any other reason; and (b) any statutory or other right pursuant to the laws of the jurisdiction in which a party is resident to have a court case or arbitral hearing relating to this Agreement adjudicated or resolved in that jurisdiction.

THE UNDERSIGNED CONFIRM THAT THEY HAVE EACH READ AND UNDERSTAND THESE TERMS AND CONDITIONS PRIOR TO SIGNING THE SAME.

INTENDING TO BE LEGALLY BOUND the undersigned have signed these Terms and Conditions as of the date set forth below.

Signature of First Adult

Signature of Second Adult

Print Name

Print Name

Date Signed

Date Signed

Tel: _____

Tel: _____

Fax: _____

Fax: _____

Email: _____

Email: _____