



Yukon Vacation Agency

305-1 Teslin Road No.305 Cd.Whitehorse Yukon

Terms, Conditions and Policies of Reservations

Before making a reservation with **YUKON VACATION AGENCY**, please read these Terms, Conditions and Policies carefully, as they constitute a contract agreement between **YUKON VACATION AGENCY** and the Client/Passenger/Passengers from the time the booking is made. The person who makes the booking accepts these conditions on behalf of all the people in the group and is responsible for all payments due. The purchase of any travel services offered by **YUKON VACATION AGENCY** constitutes a contractual arrangement between the Client/Passenger and **YUKON VACATION AGENCY** and represents the Client/passenger's acceptance of the **YUKON VACATION AGENCY** Terms & Conditions set out herein.

1. ABOUT US

- **YUKON VACATION AGENCY** is a travel agency based in The Yukon Territory, in Canada that offers services of consultation, bookings and travel planning for destinations in Canada, The Yukon Territory, in this case.

2. BOOKING CONDITIONS

- All travel arrangements should be booked in advance. For tour packages we strongly recommend that Client/passengers book with a few weeks' notice. For Group Tours we recommend that Client/passengers book with a few months' notice. Once Client/passengers/Passengers have confirmed and submitted his/her booking and personal travel details to **YUKON VACATION AGENCY**, he/she will receive a confirmation and pro-forma invoice of his/her booking via e-mail.
- **All bookings made 61 or more days in advance, require a Non-refundable Down Payment of 15% of the total package price at the time of the booking, either day tour or multiday tour.** In some cases we may require up to 50% deposits to confirm reservations.
- If the booking of a day tour occurs less than 5 days before your arrival date, FULL payment is required. If the booking of a multi-day tour occurs less than 35 days before your arrival date, FULL payment is required. If you prefer to pay for your booking with a bank transfer, please contact **YUKON VACATION AGENCY** through email (and send us all the information regarding the booking, name of the guests, details of the tour, type of transportation, preferred accommodation, arrival date and deposit slip/confirmation). The travel voucher will be emailed to the Client/passenger once the FULL payment has been received. Client/passenger will receive the travel documents: e-tickets, vouchers, and itinerary via email. Please print out these documents, as the Client/passenger will need to show them for all services during his/her visit to the selected destination.
- If by any chance our travel consultant is unable to obtain confirmation (if car rental/ or accommodation is not available) an alternative will be offered. If the Client/passenger does not accept the alternative, the Client/passenger is entitled to cancel with a full refund of the deposit. **YUKON VACATION AGENCY** reserves the right to cancel bookings when services are not available (e.g. when a car rental is not available, when accommodation is unavailable, etc.).
- Booking services with **YUKON VACATION AGENCY** is available only to persons aged **2 years and older** and that the Client/passenger has the right, authority, and capacity to transact business and agree to abide by this Agreement. If the client/passenger is using the Services on behalf of another organization or entity, then he/she agrees to be bound by this Agreement on behalf of that Organization and he/she represents and warrants that he/she has the authority to bind the Organization to this Agreement. By submitting a booking, Client/passenger warrants and confirms to **YUKON VACATION AGENCY** that he/she complies with these arrangements.

3. TERMS OF PAYMENT

- Please note that **all bookings made 61 or more days in advance, require a Non-refundable Down Payment**

or Non-Refundable Deposit of 15% of the total package price at the time of the booking, either day tour or multiday tour. If the booking of a day tour occurs less than 7 days before your arrival date, FULL payment is required. If the booking of a multi-day tour occurs less than 35 days before your arrival date, FULL payment is required. We accept payment through PayPal. If the Client/Passenger is in Canada, bank e-transfer are accepted. For obtaining the bank information, please contact Yukon Vacation Agency by email to hello@yukonvacation.ca.

- We do not accept credit cards for our Tour Packages. Credit card payment is only accepted when online booking is made through our website www.yukonvacation.ca if the option is available, subject to the terms and conditions of our affiliate companies. If you are in Canada and prefer to pay for your booking with a bank transfer, please contact us and send us all the information regarding the booking, name of the guests, details of tour, type of preferred transportation, accommodation, arrival date and scanned deposit slip. All prices quoted on **YUKON VACATION AGENCY** are in **Canadian Dollars (CAD)** and per person, unless otherwise specified. All payments are due in **Canadian Dollars**. **YUKON VACATION AGENCY** is not responsible for any changes in currency exchange rates that might occur from the time of booking until a refund is made.

- **3.2 For PayPal:** Since there is a waiting time to process Paypal payments, we require Paypal Payments at least 20 days before the Client/passenger's Travel Date. Bookings are only confirmed upon the receipt of payment from the Client/passenger. Signup for a free PayPal account and add your credit card - VISA, Mastercard or American Express. By using PayPal there will be an additional charge of 5% to your total amount due. Please add this additional charge when you pay using the PayPal system.

- **3.3 For payments with Cheques:** Yukon Vacation Agency does not accept cheques whatsoever as form of payment.

- **3.4 For Remittance from other Banks from other Countries:** International bank transfer can be instantaneous, or it can take 5-7 business days. In some cases, transfers will take even longer than this, however around a week is a standard time frame for many overseas transfers. Please take note that currency rates depend on one bank to another and varies each day. Each bank has its own tariff, and the pricing is subject to change. Please check with your bank for the corresponding fees and remittance charges from the Sending and the Receiving Banks. Please take note that **YUKON VACATION AGENCY will base the Client/passenger's payment from the ACTUAL DOLLAR DEPOSIT to the Bank of YUKON VACATION AGENCY.** Remittance Fees from the Sending and Receiving Bank would be borne by the Client/passenger. International payments can be tricky. There is often confusion caused by use of multiple banks, different methods, and sometimes additional fees so please check with your bank. It is only upon receipt of payment from YUKON VACATION AGENCY's bank that booking is confirmed.

4. VALIDITY OF PRICES

- All rates quoted are based on current prices. **YUKON VACATION AGENCY** reserves the right to alter or change already published prices on the website without notice in the event of currency fluctuation, government taxes, or any such costs increases that is outside **YUKON VACATION AGENCY'** control. **YUKON VACATION AGENCY** reserves the right to alter routes, itineraries or departure times without prior notice should this be necessary due to weather or other reasons that are beyond **YUKON VACATION AGENCY'** control. Please notice that in the case of changes of flights, the passenger is responsible for any additional costs that become payable as a result of such changes. Prices are guaranteed against any surcharge after an invoice has been issued, unless the increase is due to government laws or currency changes and amounts to 5% of the package price or more. The amounts that exceed 5% will be charged and client/passengers will be entitled to cancel their booking with a full refund if the surcharge exceeds 10%. Any increase due to changes in government laws, i.e., tax changes will be added to the invoice.

5. TRAVELLING WITH CHILDREN

- If the Client/passenger is travelling with young children (from 2 years old to 11 years old), it is important to note that child seats are not provided for transfers and the legislation varies from one country to another. Please see the Travel Voucher issued for details. Free accommodation stays for children are generally based on sharing existing beds in the room. If the Client/passenger requires a separate bed, he/she must advise us at the time of booking, as there is a corresponding charge added to his/her booking.

6. SPECIAL REQUESTS

- For any special requests, please inform us in writing when booking is made. We are happy to pass your special requests on to the hotel, or other supplier but we cannot guarantee that it will be accommodated, however we will do our best given sufficient time of notice. Unless and until specifically confirmed all special requests are subject to availability.

7. PASSENGERS WITH DISABILITIES

- **YUKON VACATION AGENCY** makes every reasonable effort to accommodate all passengers' needs; however, our vehicles are not equipped with disability access, wheelchairs and other disability aids. We assume no responsibility for injury or any inconvenience in this regard. We cannot guarantee hotel rooms for our customers with disabilities either when booking and overnight trip with hotel accommodation included. However, we will do our very best to try to reserve the appropriate room, if available. Passengers with disabilities and/or any other health issues must advise and inform **YUKON VACATION AGENCY** by email at the time of making the reservation. We reserve the right to decline a booking should it be determined that we are unable to properly accommodate or meet our obligations towards that passenger(s) and or for safety considerations.

8. LOCAL PURCHASE

- We cannot accept responsibility for any items that the Client/passenger may purchase locally i.e.: jewelry, food, souvenir items, etc. and the quality and value of such cannot be guaranteed. We recommend that the Client/passenger check whether or not any extra charges will be payable for import duty or freight and we are unable to assist with any costs that the Client/passenger may incur in this respect.

9. CANCELLATION TERMS/REFUNDS

- Once booking is confirmed and finalized, the Tour Package and All Land Arrangement bookings and the 15% down payment are non-refundable. There is No Refund for any unused tours, transport, hotels. However, in the event of natural calamities and force majeure, or mandated government cancellations, Client/passengers may be entitled for a refund, subject to the Supplier's Terms and Conditions (e.g., Tour operator, hotel, etc.).
- The following cancellation fee schedule applies to all invoices unless otherwise noted in advance. These fees will be noted on our confirmation. Cancellations must be received in writing. Cancellation fees are based on percentage of the total invoice and based on the cancellation date is received in our office by email.

DAY TOURS (except canoeing, dog sledding, snowmobiling day tours)

-Within 7 days: 100% of the total invoice

DAY TOURS (CANOEING, DOG SLEDDING, SNOWMOBILING)

-If cancellation is received any time after invoicing: 50% of the total invoice

-Within 15 days: 100% of the total invoice.

MULTI-DAY TOURS / PACKAGES: Bookings cancellations received by written:

+61 days prior to the date of the departure: 15% of the total invoice.

60-41 days prior to departure: 30% of the total invoice.

40-16 days prior to departure: 60% of the total invoice.

Within 15 days: 100% of the total invoice.

- **YUKON VACATION AGENCY does not sell airlines tickets whatsoever and therefore** is not responsible

if the airlines cancels, reschedules, or delays a flight for any reason for the Client/passenger. In any case, **YUKON VACATION AGENCY** will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests. Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest.

10. FORCE MAJEURE

- World weather is becoming more erratic and unpredictable, and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions. Please take note that **YUKON VACATION AGENCY** is not responsible for changes which arise as a result of events outside of our control, such as technical or maintenance problems with transportation, changes imposed by re-scheduling or cancellation of flights by an airline, or main charter company, war or threat of war, riot, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics.

11. LIABILITY

- Once the Client/passenger book through **YUKON VACATION AGENCY**, he/she agrees to be legally bound by the following terms and conditions. **YUKON VACATION AGENCY** acts in good faith, acting solely as an intermediary and an agent for vendors and service providers (i.e., Hotel accommodation, Ground transportation, Tours, Meals, etc.) and as such, it is not liable for breach of contract or any intentional or careless actions or omissions on part of suppliers, which may result in any loss, damage, delay, injury, death, sickness, or accident sustained by the client/passenger and his travel companions in the course of availing the indicated services. This agency likewise shall not be responsible for any injuries, damages, losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, schedule changes caused by weather or road conditions, force majeure such as natural catastrophes, strikes, abnormal conditions or developments, or any other irregularities, actions, omissions or conditions outside the travel agent's reasonable control. By embarking upon this travel, Travelers (CLIENT/PASSENGER/CUSTOMER) voluntarily assume all risks involved with such travel, whether expected or unexpected. **Luggage is at the owner's risk throughout the tour.** The fees for the use of porters are shouldered by the client/passengers. All information on **YUKON VACATION AGENCY** website is subject to change and we reserve the right to correct any mistakes that may appear on our website. These general booking conditions are subject to change, and we reserve the right to update these conditions without notice.
- **YUKON VACATION AGENCY reserves the right to refuse service to anybody.** Every passenger on board the vehicle must respect the tour guide and the time frame in which a tour is scheduled to occur when you stop for photos, breaks, hiking, walking or visiting a site of interest. **YUKON VACATION AGENCY** is not responsible for any delays caused by the customer or individual who does not comply with the time limit a tour guide recommends for each stop or site. Please note that overtime fees may apply if applicable. **YUKON VACATION AGENCY** reserves the right to remove any passenger who causes a disturbance to any individual in the vehicle, including the tour guide/driver, or poses as a threat to an otherwise smooth and safe trip.
- Some tours may include physical activities like hiking, walking, kayaking, riding an ATV (all-terrain vehicle), rafting, riding in vehicles, which involves risks. **YUKON VACATION AGENCY** does not assume any responsibility for any injuries, accidents or health issues that might be a result from any of these physical activities. All our customers are responsible for evaluating the potential risks of participating in any of our tours that may involve physical activity. Please immediately inform **YUKON VACATION AGENCY** if Client/passenger have any health issues prior to making his/her reservation.
- Flight cancellations and delays of airlines are beyond **YUKON VACATION AGENCY'** reasonable control, hence, it accepts no responsibility over these events. In the event of any delay or suspension, it is the responsibility of the Airline Company to take the necessary remedial action to address the same and its consequences. In any case, **YUKON VACATION AGENCY** will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests. Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest.
- Please be advised that it is the Client/passenger's responsibility to arrange proper exit/re-entry documents, validity of passport and visa for the country(ies) to visit. Given the possibility of changes to timetables, routings, programs, and

(tour) prices, the same shall be subject to confirmation.

- **Unused Tour Services are NON-REFUNDABLE.** Whether you avail of the day-tours or not, client/passenger would still have to pay for it since this is what is in the travel agreement. All Confirmed Bookings are already considered as **GUARANTEED BOOKINGS** and as such are considered **NON-REFUNDABLE.**
- Customers' retention of tickets, reservations, tour/hotel vouchers and other travel documents after issuance shall constitute consent to all the above and an agreement on their part to convey hereto to their travel companions or group members.

12. DOCUMENTATION

- Where travel and health documents are necessary to comply with the requirements of Canada you may wish to visit, then it is YOUR RESPONSIBILITY to procure them. If failure to obtain any such documents results in fines, surcharges or any other financial penalty being imposed upon us, then you agree to reimburse us accordingly. You must ascertain by consulting your own doctor, if necessary, the specific precautions deemed prudent for the country or destination you intend to visit and to ensure that the appropriate medication, inoculations or other precautions are taken.

13. CONDITIONS OF CARRIAGE AND ACCOMMODATIONS

- **YUKON VACATION AGENCY** is neither a carrier nor a provider of accommodations. Each journey (whether undertaken or not) that the Client/passenger booked by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of the applicable agreements are available for inspection at the offices of the carrier concerned. It is the Client/passenger's responsibility to re-confirm the onward or return sectors of any air journey with the carrier concerned and according to such carrier's terms and conditions and respective regulations. When Client/passenger book accommodations (whether provided or not), its availability or provision is subject to the 'house rules' of the hotel or other accommodation providing or undertaking to provide such accommodations.
- **Termination:** We reserve the right in our absolute discretion to terminate the client/passenger's travel arrangements without notice should the said client/passenger's behavior be such that it is likely in our opinion, in violation of any applicable governing laws, causes distress, damage, annoyance, or danger to **YUKON VACATION AGENCY**, or any of its staff, fellow travelers or any other person. In such circumstances, no refund or compensation will be due to the client/passenger. Clients/passengers should be guided by the Hotel's Check-in and Check-out policies. Each hotel varies in their check-in and check-out time. However, the **standard hotel check-in is at 3:00 PM while check-out is at 11:00 PM (Noon). Early Check-in is SUBJECT TO AVAILABILTY and Hotel Surcharge.**
Damage and Loss of Hotel Key Cards, Bed sheets and Towels, and Consumption of Food and Drinks in the Mini-fridge-Bar and other Incidental Expenses are NOT included in the Tour/Travel Package.

14. TOUR GUIDES

- Clients should take note that Tour Guides and Tour Facilitators are NOT the personal maids of the guests/clients/passengers. A tour guide (Canada or U.S.) or a tourist guide (Europe) guides visitors in the language of their choice, provides assistance, information and cultural, historical and contemporary heritage interpretation to people on organized tours and individual client/passengers at educational establishments, religious and historical sites, museums, and at venues of other significant interest. As such, the client/passengers should not expect that the tour guides would personally assist to their every needs. Carrying of Luggage are the responsibility of the client/passengers. A tour guide is also a human person who deserves some respect. Thus, we advise our client/passengers to treat our tour guides with proper respect and decency.
- We reserve the right to refuse service to any person or business who may refuse to comply with our safety instructions, our tour itinerary, or to anyone who may pose a threat to our customers and/or our tour guide-drivers. Screaming at or insulting tour guides/drivers or fellow passengers or third party businesses and subcontractors is NOT ACCEPTABLE under any circumstances and will terminate and cancel your tour without any refund. Discrimination against a customer or a tour guide/driver for any reason is not acceptable either under any circumstance.

15. INSURANCE

- Please note that individual travel insurance is not included in the tour price and all medical costs and other costs involved must be paid for by the client/passenger separately by their own. It is therefore strongly recommended that participants get a personal travel insurance, especially for the active-outdoor tours. We strongly recommend to all our client/passengers to purchase comprehensive travel insurance prior to departure to meet any contingencies that would cover against cancellation charges, unexpected curtailment of your vacation, medical expenses arising overseas including repatriation, loss or damage to luggage and personal liability claims against you. Should you fail to secure such Travel Insurance coverage prior to your travel, then you accept full responsibility for yourself and all the members of your party and indemnify **YUKON VACATION AGENCY** and our overseas Travel agents and representatives (as applicable) for any and all costs that may arise, which would otherwise have been met, had such travel insurance been in force.

16. IMAGES: Images featured on the website are for information purposes only: images and other graphic content should not be relied upon for the purposes of your booking and cannot be considered as part of this agreement.

17. COMPLAINTS: Our main goal is to provide our client/passengers with excellent services. If our clients/passengers, for any reason, are not satisfied with our holiday packages, we would like to hear about it. We recommend our client/passenger to contact us as soon as any incident occurs. All complaints must reach **YUKON VACATION AGENCY** within 14 days after Client/passenger's departure. Otherwise, any possible compensation entitlement will not be valid. Please call or send a message to **YUKON VACATION AGENCY** at +18673332558 (also Whatsapp), from wherever Client/passenger may be or email us at hello@yukonvacation.ca. If a problem arises during Client/passenger's trip, please contact us immediately, so that we can assist you. All notices and communications shall be in writing, in English and shall be deemed given if delivered personally or by email.

Any contract or dispute between us and these Reservations conditions are to be governed by and construed in accordance with Canada Law. Both parties agree to submit to the exclusive jurisdiction of the Courts of Whitehorse, Yukon territory, Canada.

The effective date of this policy is Feb 08, 2024. It replaces all prior privacy policies issued by **YUKON VACATION AGENCY**. We reserve the right to change our policy at any time. Visitors to this Travel Website should review our policies from time to time to stay abreast of changes.

PLEASE TAKE NOTE:

- YUKON VACATION AGENCY reserves the right to hire independent tour guide/drivers, subcontractors and/or contractors to facilitate our tours, shuttle services and travel packages.
- If we are unable to facilitate your tour due to weather and/or road conditions, we will attempt to reach each location, site and destination using alternative routes, but we are not liable nor responsible for these unforeseen weather/traffic conditions. No refunds will be issued.
- All photos or videos taken by our staff of our customers or passengers, during the capacity of the tour, trip or transfer, may be included on our website. Customers hereby agree to the use of these photos and videos and under no circumstances can customers' dispute.
- No substitution or refunds for any unused part of the tour(s) will be issued. All sales are final.
- No refunds will be issued for a no-show or unused portion of the tour.
- Tour guide/driver gratuities are not included in our tour price unless indicated on your tour voucher or email confirmation.
- Tour prices do not include additional incidental fees, unless otherwise indicated on your tour voucher or email confirmation.
- We reserve the right to refuse service to any person or business who may refuse to comply with our safety instructions, our tour itinerary, or to anyone who may pose a threat to our customers and/or our tour guides/drivers. Screaming at or insulting tour guide-drivers or fellow passengers or third-party businesses and subcontractors is NOT ACCEPTABLE under any circumstances and will terminate and cancel your tour without any refund. Discrimination against a customer or a tour guide-driver for any reason is not acceptable either under any circumstance.