



Terms & Conditions and Release & Agreement.

Please carefully read this document and do not hesitate to contact us if you have any questions.

BY SIGNING YOUR TRAVELER REGISTRATION AND AGREEMENT, YOU UNDERSTAND & AGREE WITH ALL THE TERMS AND CONDITIONS IN THIS 7 PAGE DOCUMENT.

1- GENERAL TOUR INFORMATION

A) The TOUR PACKAGE INCLUDES:

- 13 nights accommodations (please note that hotel rooms in France are smaller than American hotels. The rating system in Europe is also different, with 2 – 3 stars being the norm).
- 30 meals.
- Land transportation by motorcoach.
- Round trip ferry transportation to Belle-Île-en-mer.
- All entrance fees and guided tours included in the program.
- Tips and gratuities for restaurants & tour guides & bus drivers.
- All French taxes.
- A color, customized day-by-day 'CARNET DE ROUTE' (Tour book).
- Two professional tour guides.

B) The Tour package does NOT INCLUDE:

- **Your flight** –Please contact CLAUDE BOUDREAU BEFORE BOOKING your flight.
- Your mandatory travel insurance (medical, lost luggage, etc.) & your trip cancellation insurance (if you have to cancel before May 2023)
- Tipping for room service.
- Your personal expenses.
- Meals not included in program.
- Alcoholic beverages (although wine is included in several meals, but not all).
- Your visits during free time.
- Other expenses may not be included in this list.

C) SCHEDULE CHANGES

It is important to note that the proposed schedule including hotels, restaurants, attractions and activities may be modified at any time during the trip due to unforeseen events or circumstances. In the event of such changes, no refunds are given; however, a similar activity will be offered.

D) This is a SMOKE-FREE, PERFUME-FREE tour. Smokers agree to smoke at least 20 feet away from the group at all times. Most hotels and restaurants (except patios) are smoke free in France.

2 - TOUR PRICES & PAYMENTS :

A) PACKAGE PRICE : LAND PORTION

- The regular price for the land portion of this unique package is **4,375 \$US / 5950 \$ CAN** per person in a double occupancy room (2 people sharing one room).
- Single supplement is 700 \$US / 950 \$ CAN

IMPORTANT:

- All prices are based on an exchange rate of 1 euro = 1.05 US \$, and the final tour price is subject to increase at the time of final payment in accordance with the exchange rate change.
- The flight is not included in this price .

B) DISCOUNTS

- 1- **Save 100 \$US / 135 \$CAN** per person for early bird reservations with deposit **by January 31, 2023**
 - 2- **Save 125 \$US / 175 \$CAN** per person for who pay by bank transfers or cheques (see below)
 - 3- Customers who have traveled with DiasporAcadie in the past save an additional **50 \$ per person**.
- ALL DISCOUNTS ARE APPLIED ON FINAL PAYEMENT.

C) PAYMENT SCHEDULE

You may pay you tour in one or two payments.

To reserve your place(s) : A \$2,000 deposit per person is required.

Final Payment is due by February 15, 2023 : Final payment

D) PAYMENT METHOD OPTIONS

- 1- Bank transfers ("wire transfer") are the safest and fastest methods for international transactions.
We will give you a 125 \$US / 175 \$ CAN discount if you use this method.

BANK TRANSFER INFORMATION

Bank name : Fédération des Caisses Populaires Acadiennes, New Brunswick, Canada

Account name : Les Voyages DiasporAcadie Inc.

SWIFT CODE : CCDQCAMM Transit: 00664

Bank code : 865 Account : 0080369 26

- 2- Checks must be made out and mailed to : LES VOYAGES DIASPORACADIE and mailed to 318, rue Vanier, Dieppe, New Brunswick, Canada E1A 5N2.
Please note that we are not responsible if check is late or lost.
A \$30 fee will be added for any refused check returned to us by your bank.
We will give you a 125 \$US / 175 \$ CAN discount if you use this method.
- 3- Canadians clients only can pay by Interac email transfer sent to : diasporacadie@gmail.com
- 4- Visa, Mastercard or American Express.
Credit card payments by phone at (506) 850-7662 (Claude Boudreau) or via a Paypal invoice.
No discount.
- 5- Paypal account. We can send you a Paypal invoice to be paid directly by you. **No discount.**

E) TERMS OF RESERVATION (CANCELLATION)

- If you cancel before February 15, 2023, we will refund any amount paid, except a \$ 250 administration fee per person.
- If you cancel February 15, 2023, or later and you do not have trip cancellation insurance, we will try to provide you with a partial refund (maximum 60%) **IF** we can replace you with another traveler and IF it is not too late. ***There is, however, NO GUARANTEE of a refund starting Feb. 15, 2023, and afterwards.***
- If Les Voyages DiasporAcadie cancels the tour, you will receive a 100% refund, including reservation deposit.

3 - FLIGHT INFORMATION

Your flight is not included in the package price.

For travelers leaving from U.S.:

Please do not purchase your tickets online before contacting CLAUDE BOUDREAU.

YOUR FLIGHT must arrive at the latest at Charles de Gaulle Airport in Paris on May 26, 2023.

Your package includes a hotel near the airport on May 26.

The Group departs early on the morning of May 27.

For travelers leaving from Canadian destinations:

Please contact CLAUDE BOUDREAU at LES VOYAGES DIASPORACADIE at (506) 850-7662.

4 - HEALTH

You must be able to:

- Walk at least 60 minutes at a time, at a leisurely pace.
- Stand for at least 20 minutes without having to sit down.
- Climb 2 or 3 stories of stairs.
- Handle your own luggage (especially at airports).

IMPORTANT : You are required to disclose to your Tour Consultant any physical disabilities or limitations prior to reserving your tour so we can help you determine the appropriateness of the tour.

Les Voyages DiasporAcadie reserves the right to decline any tour participant whose condition, in our opinion, or in the opinion of a third party providing services on the tour, may affect the health, safety, or tour experience of other travelers.

Unsure ? If you have any concerns, do not hesitate to contact us.

6 - TRAVEL AND HEALTH INSURANCE

EVERY TRAVELER ***MUST HAVE PROOF OF TRAVEL AND HEALTH INSURANCE ABROAD BEFORE LEAVING.***

TRIP CANCELLATION is recommended but not mandatory. Please familiarize yourself with the tour cancellation policy.

7 - PASSPORT / VISA

- **PASSPORT VALIDITY: Must be valid for at least six months beyond your planned date of departure (November 15, 2023).**
- BLANK PASSPORT PAGES: Must have at least one blank page for stamps.
- TOURIST VISA: Not required for stays under 90 days.
- You are responsible for obtaining any travel documents and verifying entry requirements necessary for each country of travel on your selected tour itinerary, including any required vaccinations, as Les Voyages DiasporAcadie is not responsible for providing this information or documentation. U.S. citizens are required to have a passport for all trips outside of the U.S., which must be valid for at least six months beyond the completion date of the tour.
- Entry laws differ with respect to traveler's citizenship. You are responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents or in the event you are delayed at customs and are therefore ineligible for any refund from Les Voyages DiasporAcadie. For more information on countries requiring visas for U.S. citizens, please refer to the U.S. Department of State website: travel.state.gov.

8- OTHER BOOKING CONDITIONS

The tour operator for your trip is Les Voyages DiasporAcadie Inc. **DIASPORACADIE IS A CANADIAN COMPANY AND THIS CONTRACT IS COVERED BY THE LAW GOVERNING THE PROVINCE OF NEW-BRUNSWICK, CANADA.**

These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found at www.diasporacadie.com.

Flight delays & cancellations

Les Voyages DiasporAcadie cannot be held responsible for any flight delays or cancellations caused by, but not limited to, weather, mechanical issues, or personnel strike. In the event of a flight delay, you must work directly with the airline to be rebooked. Once your new flight is confirmed, you must then notify Les Voyages DiasporAcadie with your new arrival time. If you are arriving later than your original scheduled flight, you may not be met by a DiasporAcadie representative at the airport. In this case, you will need to arrange your own transportation from the airport to your hotel. Persons missing tour portions or components (including, but not limited to, meals, excursions, or sightseeing tours) due to flight delays or cancellations will not be refunded by DiasporAcadie.

Refunds & cancellations when sharing a room

If you are booked in a double/twin room and your roommate cancels his or her tour, you will be responsible for paying the single supplement fee. You are not allowed to cancel your tour in this situation.

Itinerary variations & holidays

If improvements can be made to tour itineraries or unforeseen circumstances necessitate changes, Les Voyages DiasporAcadie reserves the right to amend, adjust, or alter itineraries. Due to human resources issues, local or national holidays, seasonal hours of operation or availability, special events, and/or peak harvest seasons, access to certain facilities and attractions including, but not limited to, vineyards, museums, historical sites, or stores may be limited. On such occasions, and whenever possible, itinerary adjustments will be necessary to minimize traveler inconvenience.

Other terms & provisions

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by a Les Voyages DiasporAcadie. Les Voyages DiasporAcadie makes every effort to ensure the accuracy of its publications, but it cannot be held responsible for typographical or printing errors, including, but not limited to, prices.

9 - **RELEASE & AGREEMENT**

I (or parent or guardian if enrollee is under 18) am an enrollee on a Les Voyages DiasporAcadie Tour and understand and agree to the following:

1. I acknowledge and understand that my tour is operated by Les Voyages DiasporAcadie located at 318, rue Vanier, Dieppe, New Brunswick, Canada E4K 2T8.
2. Les Voyages DiasporAcadie Inc. does not own or operate any entity which is to, or does, provide goods or services for my tour, including for example hotels, arrangements for, or ownership or control over, houses, apartments, or other lodging facilities, Tour guide, airline, vessel, bus, or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; food service or entertainment providers. I acknowledge that all such persons and entities are independent contractors and not employees of or employed by Les Voyages DiasporAcadie. As a result, Les Voyages DiasporAcadie is not liable for any negligent or willful act, or failure to act, of any such person or entity, or of any other third party.
3. Without limitation, Les Voyages DiasporAcadie is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by, or resulting from, but not limited to: acts of God; force majeure; acts of government; acts of war or civil unrest, insurrection or revolt; strikes or other labor activities; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodgings (or in any heating, plumbing, electrical or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with, or bites from, animals, insects or pests; sanitation problems; food poisoning; epidemics, or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evaluation in case of a medical or other emergency; pandemics & Covid related situations, or any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of Les Voyages DiasporAcadie.
4. I agree to release Les Voyages DiasporAcadie from, and agree not to sue Les Voyages DiasporAcadie for, any and all claims, of any nature related in any manner to my participation in a Les Voyages DiasporAcadie-sponsored tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligent or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any Les Voyages DiasporAcadie -sponsored tour. I further agree to release and hold harmless Les Voyages DiasporAcadie from any and all decisions to cancel, modify or delay the tour as a result of acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of Les Voyages DiasporAcadie to conduct the tour.
5. I understand that travel in other nations is not similar to travel in the United States. Tours outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation condition), civil unrest, vandalism, crime, political instability and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a tour and, if available, may not be equal to standards in my home country. I

assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to Les Voyages DiasporAcadie from any and all liabilities to the maximum extent permitted by law. If this form is also signed by a parent or legal guardian for a minor enrollee, that parent or guardian is making a similar release.

6. Les Voyages DiasporAcadie shall have no responsibility for me whatsoever when I am absent from DiasporAcadie-supervised activities or for non-supervised activities, such as visits to friends or relatives or during pre-/post-stay periods.

7. I understand that my tour begins with when I am met in France by a Les Voyages DiasporAcadie representative; and my itinerary ends when a Les Voyages DiasporAcadie representative says goodbye at the airport hotel or the airport.

9. The airline's liability for loss of, or damage to, baggage or property, or for death or injury to person, is subject to, and limited by, the airline's contract of carriage, its tariff, the Montreal Convention or Warsaw Convention.

10. I understand and agree that Les Voyages DiasporAcadie reserves the right to refuse or cancel my reservation at their sole discretion. In such event, standard cancellation guidelines as outlined in the Booking Conditions apply.

11. I agree to abide by Les Voyages DiasporAcadie's regulations and the directions of my Tour Director and Les Voyages DiasporAcadie personnel during my tour. I understand and agree that Les Voyages DiasporAcadie may dismiss me from the tour at any time and at my sole expense for the failure to follow such rules or directions or for any other reason that Les Voyages DiasporAcadie, in its sole discretion, requires my dismissal from the tour. I understand that in the event I am dismissed from the tour for any reason, I waive the right to a refund of any part of my program price, and that the remainder of my travels will be at my own expense. Les Voyages DiasporAcadie is not responsible for arranging my transport home.

12. I agree to abide by all local laws when abroad. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the program price, and that the remainder of my travels will be at my own expense. I also understand that should local authorities be involved, I will be subject to the law enforcement of the country I am visiting.

13. I understand and agree that if I become ill or incapacitated, Les Voyages DiasporAcadie and its employees may take any action they deem necessary for my safety and well-being, including securing medical treatment and transporting me home at my own expense. Les Voyages DiasporAcadie retains the right and has my authorization, in its sole discretion, to contact my emergency contact(s) with regard to health issues or any matter whatsoever that relates to my tour. In the event of a medical emergency, Les Voyages DiasporAcadie will attempt to cause appropriate treatment to be administered, and I authorize Les Voyages DiasporAcadie to do so. Les Voyages DiasporAcadie, however, makes no guarantee that it will be able to cause effective (or any) emergency treatment to be administered and Les Voyages DiasporAcadie will not be responsible for monitoring any health care that I may necessitate.

14. I understand and agree that Les Voyages DiasporAcadie has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines.

15. I understand that prices are subject to unforeseen surcharges or price increases due to currency, fuel, etc., which, if imposed by airlines or other suppliers, will be billed prior to final payment date.

16. I understand that it is my responsibility to secure the necessary travel documents (e.g., passport and visa[s]) for all locations on my tour (including locations visited during transit). Failure to do so does not constitute grounds for a refund except according to the refund and cancellation guidelines as outlined in the Booking Conditions.

17. Les Voyages DiasporAcadie is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost paper airline ticket or missing a flight booked by Les Voyages DiasporAcadie, I acknowledge that I am solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

18. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

19. I understand the pacing, content, accommodations, and other aspects of the tour upon which I have enrolled, and that I have discussed with Les Voyages DiasporAcadie any limitations that may make it difficult or impossible for me to participate in this tour as designed.

20. I understand and agree that this Release & Agreement and Les Voyages DiasporAcadie Travel's Booking Conditions constitute the entire agreement between Les Voyages DiasporAcadie and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including, but not limited to, any oral statements made to me by any agents or employees of Les Voyages DiasporAcadie. This agreement may be amended or modified only in writing, signed by both parties. The waiver by Les Voyages DiasporAcadie of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.

21. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Province of New Brunswick, Canada. In the event of any claim, dispute or proceeding arising out of my relationship with Les Voyages DiasporAcadie, or any claim which in contract, tort, or otherwise at law or in equity arises between me and the Released Parties, whether or not related to this agreement, all parties submit and consent to the exclusive jurisdiction and venue of the courts of the Province of New Brunswick, Canada.

22. I understand and consent that Les Voyages DiasporAcadie may use any photographic, film, digital or video likeness taken of me, any of my comments while on a DiasporAcadie Tour, any of my photographic, film, digital or video content shared by me with Les Voyages DiasporAcadie through any form for future publicity or marketing without compensation to me and to also use my contact information for future Les Voyages DiasporAcadie promotions.

23. I understand that my enrollment on tour with Les Voyages DiasporAcadie Travel is not complete until I have signed and agreed to the Terms & Conditions and this Release & Agreement. By agreeing to this Release & Agreement and Booking Conditions on behalf of other travelers for whom I am completing the enrollment process, I warrant that I am authorized to act on behalf of such individual(s) and I acknowledge and affirm that Les Voyages DiasporAcadie's reliance on my authority is reasonable. I agree to indemnify and defend Les Voyages DiasporAcadie or any claims arising out of any violation of this warranty.
