



# Wonderful Westside Tour of Canada

5 Night / 6 Days  
Vancouver, Whistler

Departure City : Any City From India



## Tour Highlights

6 Days | 5 Nights

3 Nights in Vancouver and 2 nights in Whistler

FlyOver Canada

Tour of Vancouver with Capilano Bridge

Transfer to Whistler and back

**BOOKING :** Air Tickets of Domestic & International Airlines • Authorised Railway Ticket Agent (IRCTC)  
Hotel Booking Agent • Trade Fair Tours • Int. Package Tours • Advisor for Passport & Visa • Luxury Cars on Rent



8-9 Agrawal Complex, Near Municipal Market, C. G. Road, Ahmadabad-380 009.

Tel.: 079-4007 4001, 2646 4006, 2646 1350 • Fax: 079-4007 4005

E-mail: rivieratours.india@gmail.com • Web: www.rivieratours.in

\*A Division of Riviera Travel Agency



## Tour Discription



West Canada is rugged – this is, after all, Scenic Rocky Mountain country. It's beautiful – from pretty alpine lakes and prairies to the ocean. And it's Fabulous, a year 'round tourist destination where you can ski in winter and hike in the summer. But don't limit yourself to outdoor activities. The west Canada has a vibrant cultural scene, beginning with cosmopolitan Vancouver and extending to a variety of festivals throughout the west. Western Canada is, indeed, a place to enjoy the life.

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## Tour Itinerary

### Day 1 - Arrival transfer from YVR or RMR or VIA Rail Station to Hotel in downtown Vancouver.

Later in the afternoon, visit FlyOver Canada, a 4D show to experience Canada like never. FlyOver Canada is a breath-taking flight simulation ride like no other! You will take off into a huge dome screen with the latest in projection and ride technology creating a true flying experience (complete with wind, scents, and mist!). The special effects including wind, mist, and scents, combined with the chair's motion, will make you feel like you're truly soaring.

The complete FlyOver Canada experience lasts approximately 25 minutes. Your journey begins with UpLift! an inspiring audio-visual pre-show that gets you ready for the flight. Next, you will head to the boarding zone, where our flight guides will prepare you to embark on the Ultimate Flying Ride. The ride takes approximately 8 minutes.

Overnight in Vancouver.

### Day 2 - City tour of Vancouver & Capilano Bridge

If the combination of city sights and a forest escape is your idea of an ideal day-trip, this is the tour for you. Ride and relax with our unique, guided commentary through Vancouver's vibrant downtown. See spectacular waterfront landmarks including the sails of Canada Place and the bustling Robson Street shopping strip. Then soak in the view over Lions Gate Bridge as we venture to the adrenaline pumping Capilano Suspension Bridge Park. Next up are the sandy shores of English Bay on the west side of Stanley Park, then Granville Island, and a scenic drive through historic Chinatown and Gastown. The tour includes admissions to Capilano Suspension Bridge Park including the Cliffwalk and Treetops Adventure.

Overnight in Vancouver

### Day 3 - Day free.

Today you will have the opportunity to indulge yourself some optional tours or take it easy. Your options include the below list, all of which can be booked through RIVIERA.

Take a full day tour to Victoria.

A Whale Watching Cruise.

Visit Grouse Mountain and see the Grizzlies Coola & Grinder.

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Sea Plane Tour of Vancouver Harbour.

Shopping tour to McArthur Glen Designer Outlet Mall.

Overnight in Vancouver.

**Day 4 - Travel by coach from Vancouver to Whistler.**

Today, our shuttle will drive you up the scenic Sea-2-Sky Highway to Whistler. Your journey from Vancouver to Whistler will take two hours and you should arrive in Whistler by 2 PM.

Rest of the day free to explore Whistler.

Overnight in Whistler.

**Day 5 - Day free to explore Whistler and indulge in the various summer activities offered by the resort village of Whistler.**

You will have a choice of activities including:

A ride on the Peak-to-Peak Gondola (starting 28 of May 2019).

RZR Tour of Tropical Forests.

Superfly Ziplines

Whitewater Rafting

Whistler Bobsleigh

Overnight in Whistler

**Day 6 - Transfer to YVR Airport or downtown Vancouver.**

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Morning, we will transfer you from Whistler to YVR Airport. This transfer will take approximately 2 ½ hours.

End of Wonderful Westside Tour of Canada

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## Hotels Details

### Hotels Featured (or similar)

Destination	ValueBrand	Deluxe Brand
Vancouver	Rosedale on Robson Suite	Sheraton Vancouver Wall Centre
Whistler	Aava whistler	Westin Whistler

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## Tour Price

Departures – 2021– operates May to October

Tour price – Per Person

Cost per person in Canadian \$s:

### Value Brand

Start	End	Twin	Single	Triple	Quad	Cnb
01-May-21	31 May 21	\$1,156	\$2,002	\$948	\$845	\$238
01-Jun-21	30-Sep-21	\$1,177	\$2,044	\$962	\$855	\$238

### Deluxe Brand

Start	End	Twin	Single	Triple	Quad	Cnb
01-May-21	31 May 21	\$1,527	\$2,590	\$1,500	\$1,301	\$389
01-Jun-21	30-Aug-21	\$1,687	\$2,913	\$1,603	\$1,378	\$389
01 Sep-21	30-Sep-21	\$1,656	\$2,849	\$1,582	\$1,363	\$389

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## Inclusions

- 3-nights' accommodation in Vancouver.
- 2 nights' accommodation in Whistler.
- Daily Breakfast.
- Vancouver City + Capilano Suspension Bridge – SIC.
- Fly Over Canada Admissions (no transfers).
- Arrival transfer from Airport to Hotel in downtown Vancouver – Private.
- Intercity transfer from downtown Vancouver to Whistler – SIC.
- Departure Transfer from hotel in Whistler to YVR Airport or downtown Vancouver – SIC. taxes and GST

## Exclusions

- Airfare
- Visa
- Bottled Water on coaches, trains, and in hotel rooms.
- Telephone calls, Laundry, and other expenses.
- Travel Insurance - recommended. We request Tour Operator to secure a signed Waiver in the event client declines your offer to sell Travel Insurance.
- Any personal expenses.
- Baggage Handling.
- Early Check-in and Late Check-outs. Charges will apply.
- Resort fees if applicable, payable locally at check-in.
- GST/VAT charged by the Government in the country where this package is retailed by the Travel Agent/Tour Operator. All GST/HST charged by the Government in Canada is already included in the Package Cost.
- Optional Tours & Activities
- Gratuities – expected by Bell Staff, Tour Coach Drivers, Guides, etc.

## Departure Dates

**MAY TO SEPTEMBER OF 2021**

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## Flight Details

YOU SHOULD ARRIVE IN VANCOUVER AND DEPART TO NEXT CITY/DESTINATION FROM VANCOUVER.

## Terms & Conditions

Rates are subject to specially negotiated inventory for purposes of this Package

Black Out dates apply

High Season Surcharges apply

Prices are per person and include all taxes.

The rates are based on current Taxation Tables. Any revision in taxes up or down will be applied to the final invoice.

### Deposit, Cancellation & Change Policy:-

Days of Departure Deposit Per Person in CA \$ Cancellation Penalty Per Person

32 + \$250 \$250

31 Days or less 100% of the Package Price 100% of the Package Price

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\* There will be no refund (partial or otherwise) for any part of services cancelled or unused for any reasons including medical or compassionate. This clause overrules any commitment made by any supplier participating in the program directly with the client or the Travel Agent/Tour Operator.

\* A charge of \$150 will be imposed on per change any changes after Vouchering. Changes Fee will apply irrespective of reasons for such a change.

\* A charge of \$150 will be imposed on per change any changes after commencement of travel. Changes Fee will apply irrespective of reasons for such a change.

### Important Notes: -

1. All prices are based in Canadian \$s.
  2. Packages are Commissionable at 10%.
  3. SIC Transfers - means NO MEET & GREET on arrival at the Airport. Clients must follow the joining instructions printed on our vouchers
  4. Seat-in-Coach Sightseeing do not necessarily offer complimentary pick-up and drop-off from hotels. Most tours do offer a hotel pick up. This information will be provided at the time of tour confirmation.
  5. Admissions - does not include transfer from hotel to Theme park/Attraction Venue.
  6. Operation of Tours, Admissions etc. are subject to weather conditions.
  7. Prices quoted are per person based on occupancy.
  8. Rooms offered will have one King or two Queen or Twin Beds. We do not guarantee bed type.
  9. Rooms offered with bedding as follows:
    - Single - 1 Person - 1 or 2 Beds
    - Twin - 2 Persons – 1 or 2 Beds
    - Triple - 3 Persons - 2 Beds
    - Quad - 4 Persons - 2 Beds
- City Fire Code limits the number of beds in a room to a maximum of two beds irrespective of Single, Twin, Triple or Quad

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occupancy.

1. Child Rates are based - child sharing room with parents using existing bedding. Some hotels charge fee for a rollaway bed. City Fire Codes allows (only one) Rollaway Bed only in rooms with one King bed. Child age - 2 to 11 years old.
  11. Child sharing room with one adult pay the Adult Rate.
  12. It is assumed that all clients will arrive by the same flight at the same airport and in the same terminal. Should the flights be spread out or arrive in different Terminals, additional costs may apply.
  13. Hotel Check In: 4:00 PM | Hotel Check Out: 11:00 AM. Early Check-in and Late Check-out will require payment of supplementary tariffs.
  14. This quote is based on the current federal, provincial and city taxes, surcharges, and fees as applicable at the time of quotation. Any subsequent change in the tax tables would be applicable to this quote. The quote also is adjusted for applicable Tax and GST & HST rebates.
  15. We have already credited applicable GST Rebate to this package. The Tour Operator will not apply for any GST Rebates.

#### **Documentation & Insurance: -**

\* Trip Cancellation & Medical Insurance: We highly recommend that you purchase insurance with adequate coverage at the time of booking. Your policy must cover personal injury, illness or death, trip cancellation, emergency medical search & rescue, flight accident, travel accident, loss of baggage and personal effects.

\* We expect Tour Operator/Travel Agent to secure a signed waiver for the offer of Travel Insurance in the event client declines such an offer. The Tour Operator/Travel Agent shall present RIVIERA Inc. with the signed waiver on demand.

\* RIVIERA Inc. or our supplier will not absorb any costs on behalf of the Agent/Client arising from cancellations due medical, compassionate, visa rejections or any other reasons. The client's Travel Insurance should cover such costs.

\* Visas & Documentation – Clients are responsible for Visas, Passports, and other necessary travel documentation. Things your clients should know about this tour

#### **On all tours:-**

**Travel Documents** - Valid Passport, Visa and other travel documents. Please check with the Canadian Embassy/High Commission if you require a Visa to travel to Canada.

Passport Validity – Your passport should be valid for at least six months from date of your departure from Canada at the end of your tour. This requirement may vary by nationality. Please check with the Canadian Diplomatic Mission nearest to you to ensure your travel documents are in good order.

**Travel Insurance** - We strongly recommend clients purchase full travel insurance to cover all emergencies including medical. Clients shall be individually responsible for any costs and/or liabilities arising out of non-purchase of insurance and/or purchase of insurance without the appropriate coverage.

Second piece of Photo ID - Some establishments require you to produce a second piece of photo ID. We therefore request you to carry with you a second piece of Photo ID issued by your government such as valid Drivers License which would have a photograph of the person concerned.

**Credit Card** – a valid credit card in the name of the traveller. Hotels require you to provide them a valid Credit Card at check

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in. Every hotel you check in will take a deposit to cover room incidentals. The authorization will be auto cancelled post check out less any room incidentals that remains unpaid. Some credit card companies will take up to seven business days to provide the credit back to you. RIVIERA or our suppliers/hotels have no control on this.

**Child/Infant Seats** - if you are travelling with children who may need a child seat, you must let us know at the time of booking. Our tours may require the client to bring along a child seat.

**Medication and prescriptions** - Please carry your medication for the duration of your trip. In case you have to buy medication in Canada, you will require to visit a Doctor and get a prescription. Keeping your current prescriptions and Doctor's information handy will be helpful in such circumstances. Doctors require prepayment with a credit card before consultation.

**Handicap Assistance** – Clients are required to inform us at the time of booking if they require handicap assistance. Some of the tours may not be suitable for handicapped persons.

**Drivers License** – If you intend to drive or a portion of your tour includes a driving activity, you are requested to carry a valid International Driving License.

What else you should bring with you when you travel to Canada

### May & June

Light warm clothing such as sweater, warm jacket, scarf, etc.  
Practical footwear – warm, waterproof, and with a good tread.

### July to September

Comfortable Clothing.  
A warm jacket, sweater or similar as a backup.  
Comfortable waterproof footwear

### Below must be brought with you in all seasons

- \* Warm clothing, woollen socks, scarf, hat/toque, waterproof treaded shoes.
- \* A foldable umbrella.
- \* Reusable mug.
- \* Water bottle.

**Tour Vehicle** – RIVIERA will assign the appropriate tour vehicle depending on the headcount for each tour. Our vehicles range from SUVs and Mini Vans to Sprinters, 24, 33 and 56 Seater Tour coaches. All our vehicles are safety inspected, fully insured and operated by fully licensed and bonded vehicle operators(drivers).

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**Luggage** – We accommodate one standard Airline check-in in luggage and one standard cabin bag only. We will not be able to accommodate any oversize luggage irrespective of whether the airlines accepted same or not. No luggage will be allowed in the cabin of the vehicle.

### **Applicable Law**

By making a reservation with Destination Management Canada Inc. (hereafter "RIVIERA") you expressly accept the following Terms and Conditions as part of your contract and that of anyone else for whom you are making a booking. Please read these Terms and Conditions carefully and if you do not accept all of them do not make a reservation.

### **ACCURACY OF INFORMATION**

RIVIERA makes every effort to ensure the information is accurate and up-to-date, however errors do occur and RIVIERA reserves the right to refuse and/or cancel and refund any booking at an incorrectly posted price.

### **POSTED PRICES**

Prices are in Canadian Dollars based on costs at the time of posting. Prices depend on numerous factors including, fuel and exchange rates. If any of the costs increase, RIVIERA may increase the price of any item. RIVIERA reserves the right to increase or decrease prices and will make all efforts to advise of price increases at least 15 days prior to departure date. If the cost increase is more than 7% (excluding government tax), you may cancel your booking and receive a complete refund.

### **SPECIAL OFFERS**

From time to time, RIVIERA may advertise special offers, which may be generally available or restricted to certain departure points and destinations. These promotions may be time sensitive, cannot be put together with any other promotion and will be limited to specific numbers. RIVIERA may withdraw any of these offers at any time with or without prior notice.

### **MINORS**

Child and infant fares are different on each airline, cruise line and in hotels. You should consult with the specific company supplying the service to make sure you are aware of the applicable age and rate for any child or infant. Cruise lines require anyone under 21 years be accompanied by an adult over 21 years old. At check-in some hotels require proof of age for child bookings and if the child is not the required age a hotel may charge the full adult rate. Any special requirements for children, e.g. a crib, must be made at the time of the booking and a charge may be applicable.

### **PREGNANCY**

Airlines and cruise lines have different policies regarding travel while pregnant and a letter from a doctor or midwife, confirming that mother and baby are in good health and fit to travel may be required. You should check the specific requirements on the airline and cruise line websites for restrictions.

### **SPECIAL REQUIREMENTS**

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Anyone with a need for special services or assistance while travelling, including adapted rooms, and/or wheelchair accessible rooms and/or private transfers, must advise RIVIERA of those needs before booking so that requests can be made to determine availability before booking. Additional costs may be applicable for the services and/or assistance.

### **INCLUDED IN YOUR PACKAGE VACATION**

Unless otherwise noted, the price of your package vacation includes what is referred to in "the price includes" with respect to each vacation. All features provided by the cruise line or hotel (complimentary or not), are set out on each cruise/hotel page. All hotel information was provided by the applicable hotel management and any features that are temporarily unavailable or which have been permanently withdrawn - for whatever reason - do not have any cash value and are non-refundable. Any features can be changed by a cruise line, hotel or RIVIERA, with or without prior notice.

### **NOT INCLUDED IN YOUR PACKAGE VACATION**

Items not included in your package vacation include, entry and exit fees, entry visas, passports, health certificates, laundry and dry cleaning, some a la carte restaurants, meals and alcoholic beverages not mentioned in itineraries, casino, medical services, excursions, telephone calls, internet access, faxes, spa and salon services, safe, mini-bar, tips, onboard gratuities/tips (mandatory gratuity is added to all beverages purchased onboard) and certain baggage charges.

### **TRAVEL INSURANCE**

RIVIERA strongly recommends that you purchase travel insurance from your Travel Agent/Tour Operator at the time of booking, or other sufficient travel insurance to cover cancellation, interruption, baggage and medical expenses. NOTE that many countries now require proof of medical travel insurance coverage in order to be admitted into the country.

### **CRUISE / HOTEL PREFERENCES**

Any cruise or hotel preferences such as dining times, room location, bed preferences, etc. that are not associated with special requirements must be requested at the time of booking. An attempt to accommodate these preferences will be made, however RIVIERA will not be responsible if such requests cannot be fulfilled.

### **CREDIT CARD POLICY**

RIVIERA accepts MasterCard, Visa and American Express credit cards and when paying with any of these credit cards RIVIERA Inc. will appear as the vendor on your credit card statement. By authorizing the use of your credit card to pay for the travel services provided by RIVIERA you are accepting these Terms and Conditions. By providing RIVIERA with authorization to use your credit card you are confirming that you will pay the total amount charged for those services to the card issuer in accordance with your cardholder agreement. If the credit card holder is not one of the people travelling, a Credit Card verification process will be required, including the completion of a Third-Party Credit Card Form and presentation of two pieces of government issued identification.

### **PAYMENT**

A deposit will be required at the time of booking. Full and final payment must be received by RIVIERA 30 days prior to

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departure, or immediately for reservations made 45 days or less before departure. Failure to comply with the payment schedule may result in the cancellation of your booking and you having to pay all the applicable fees related to cancellation.

### **BOOKING CHANGES & CANCELLATION**

Correction of a name, change of name, change of a departure date or change of the type of tour, is possible if accepted by the supplier but subject to the applicable fee. Any change made within [INSERT FIGURE] days of departure makes the booking subject to full applicable cancellation charges. Changing all names on a file constitutes a cancellation. If rooming requirements are altered due to a cancellation by one or more passengers, the passengers still travelling must pay the applicable rate for the accommodation to be occupied. Once travel has commenced, no changes to the booking are permitted.

The vacation packages are prepared months in advance, and sometimes one of the advertised services or locations is modified or not available. On occasion after your booking is confirmed, we may have to make changes to the services that are part of the package. Most often this will be minor, however we may have to make a Major Change before you depart.

#### **Major Change includes:**

- \* change of destination;
- \* change of time of departure or return by more than 24 hours;
- \* change of the standard of the accommodation;
- \* increase in the cost of the vacation package of more than 7% (unless government imposed);
- \* change of route necessitating other identification or documentation when there is insufficient time to obtain these items before departure; and an error in our rates.

#### **If we have to make a Major Change, we will advise you and you may:**

- \* accept the change;
- \* select one of our alternate vacation packages at the applicable price; or
- \* cancel completely and obtain a full refund of the price you paid.

Sometimes the hotel you chose will not be available because of unexpected maintenance or overbooking. If this is the case, RIVIERA will provide a substitute hotel, of equal or greater standard. If RIVIERA is obliged to downgrade the accommodation, and you accept that offered change, RIVIERA will provide you with a partial refund. We reserve the right to change our published prices without notice and to pass on to you all government imposed taxes, transportation fees and surcharges, including fuel and currency fluctuations.

RIVIERA may not be able to refund you in full for changes that are made for reasons of Force Majeure, namely war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, weather causing beach erosion, epidemics or health risks, technical or mechanical problems with transport, flight delays due to weather, government action, closed or congested airports or seaports, supplier insolvency and any events beyond our control.

If you must cancel your tour package with us, the policies as laid down under section Deposit, Cancellation & Change Policy shall apply.

Cancellation charges include GST/HST and are effective from the day that we record your cancellation notification. We may re-sell any cancelled services without refund to you

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## TRAVEL DOCUMENTS

Your travel documents will not be released until RIVIERA has received your full and final payment. Airline tickets contain conditions as well as the terms of carriage. Please read these conditions carefully as they affect your legal rights.

## DOCUMENTATION

It is your responsibility to obtain the correct documentation which is required to travel to your destination and to return to Canada. RIVIERA is not responsible if you are denied carriage by an airline or refused entry into a country. Canadian Citizens must carry a valid Canadian Passport and Foreign Affairs Canada, at <http://www.travel.gc.ca>, provides information about this document. All others should contact the relevant Tourist Board or Consular Office to make sure that you know what travel documents are required prior to booking. Most countries now require that your passport be valid for up to six months after the expected date of your return to Canada in order to be valid for travel. Damaged passports may result in denial of boarding and all costs to obtain a new passport and/or a replacement vacation will be entirely yours. RIVIERA may require a copy of your passport in order to complete the booking of your vacation.

## BAGGAGE ALLOWANCE

You must consult with the airline to confirm weight restrictions for your baggage. Lost or damaged baggage is the responsibility of the airline, which may have limited liability. In the event of damaged, lost or delayed baggage, please contact the airline representative before leaving the airport. Failure to do so will invalidate any potential claim you may have against the airline.

Our tour vehicles allow one standard Airline check-in in luggage and one standard cabin bag only.

## FLIGHT TIMES & RECONFIRMATION

All flight times, airlines and type of aircraft, as well as itineraries, are subject to change with or without prior notice and RIVIERA reserves the right to substitute alternate airlines or aircraft types and add stops or make any other operational changes with or without prior notice. In the event that RIVIERA needs to advise you of any such changes prior to your departure from Canada we will contact you at the email address or telephone number you have provided. You must contact the airline directly within 12 hours of departure

from Canada and in your destination to reconfirm your flight time. In the event of a flight delay related to weather, traffic or a "force majeure" situation, it may not be possible for the airline to provide meals and/or accommodations. RIVIERA is not responsible for lost wages, missed vacation time or any other additional expenses incurred as a result of changes in flight times. If a cruise departure is missed due to weather or other problems RIVIERA will use its best efforts to make alternate arrangements, however no refund or other compensation will be issued for a missed cruise departure caused by a flight delay or missed flight connection. Cruise lines reserve the right to charge full cancellation fees for any guest failing to embark. You should therefore purchase travel insurance to provide you with coverage for this possibility.

## CONNECTING FLIGHTS

All connecting flight reservations are made at your risk and you assume the cost of any loss in the event of a change to the flight arrangements that may require you to change your connecting flight(s). RIVIERA is not liable for any damages or additional fees incurred by passengers due to a missed flight connection for any reason.

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## AIRPORT CHECK-IN

Please check with the airline for check-in opening and closing times as you must have your boarding pass and have presented all bags to be checked in before the check-in cut-off deadline. You must also be at the boarding gate by the boarding deadline and failure to respect any deadline may result in the reassignment of your seats or cancellation of your reservation. RIVIERA will not provide refunds or compensation for any unused seating upgrades or denied boarding. If you are denied boarding it is your responsibility to make alternate arrangements.

## ACCOMMODATION

Conditions surrounding the supply of uninterrupted electricity, water and private toilet facilities are not the same in other countries as they are in Canada. Hotels undergo routine maintenance and renovation both in the low and high seasons. At new hotels some facilities may not be fully functional and landscaping and other finishing touches may be ongoing during your stay. Any information that we receive about significant work at your hotel will be provided to you prior to departure. Topless sunbathers are found at some resorts and the resorts have no control over them. Cruise lines and hotels cannot accept responsibility for the behaviour of other guests or changes in services or facilities because of cultural and political events or vacations. An ocean view room may have a full or partial view of the ocean. As minimum age restrictions vary from hotel to hotel you should enquire with your hotel at the time of booking.

## HOTEL STAR RATINGS

RIVIERA assigns hotel star ratings based on a number of factors, including our opinion regarding location, amenities, and facilities relative to the standards in the area, as well as the feedback received from customers and staff. Our ratings differ from other published ratings and they are not a promise of any specific feature or amenity.

## CRUISE / HOTEL CHECK-IN AND CHECKOUT CONDITIONS

Cruise documentation includes information regarding check-in and embarkation times for the cruise. Checkout / disembarkation information will be provided onboard. Check-in at most hotels is 3:00 pm and check-out is often 11:00 am and is not related to arrival or departure times. Refer to your travel

documents for your check-in and check-out times and dates. Some hotels may require a credit card imprint or cash deposit at check-in to provide security for miscellaneous charges such as telephone calls. Hotel hospitality areas and services for guests without a room are provided at the sole discretion of the hotel. If you want a late check-out and baggage storage it must be arranged directly with the hotel and charges may apply. RIVIERA is not responsible for any inconvenience or loss arising from these arrangements.

## ACCOMODATION CHANGES

If the accommodation reserved is not available for any reason, RIVIERA reserves the right to substitute a similar category of accommodation. This does not apply to a change in hotel that which occurs by reason of circumstances that are beyond RIVIERA's reasonable control.

## CONDITIONS IN DESTINATION

RIVIERA endeavours to keep you up-to-date regarding conditions in your destination, including travel document

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requirements and travel advisories, but it cannot guarantee the information. Please therefore visit <http://travel.gc.ca/travelling/advisories> before departure so that you are aware of any relevant travel advisories before finalizing your travel plans. It is your responsibility to comply with the customs, rules and laws of the country you visit. If you conduct yourself in a threatening manner, RIVIERA, and any service provider may refuse you service or expel you from the premises. In such circumstances you will be responsible for all costs arising out of your expulsion and you will not receive a refund for any unused portion of your vacation.

### **OPTIONAL TOURS, EXCURSIONS AND ACTIVITIES**

Any optional tour or physical activity you undertake at the destination contains a risk of personal injury, loss or damage to you and/or your personal possessions. You agree, as part of your agreement with RIVIERA, to assume the entire risk of any and all such injury, loss or damage which you may suffer during or arising out of your participation in any optional tour or physical activity, however it may be caused. RIVIERA makes arrangements with independent third parties to provide services in connection with the optional tours and physical activities. RIVIERA exercises great care in choosing these independent third parties but does not have control over them and, therefore, is not responsible for, nor can be held liable for, any acts or omissions or negligence of these independent third parties, their employees, servants, agents or subcontractors. These independent third parties are not agents or employees of RIVIERA despite their use of any signage or clothing which may contain the name "RIVIERA" or other related trade names or logos. The optional tours and physical activities are subject to conditions and limitations imposed by the independent third parties and the laws of the country in which they operate. You agree as part of your agreement with RIVIERA to release, discharge and indemnify RIVIERA from any and all liability or claims of any nature arising out of or in relation to any loss, damage, injury or illness whether physical or mental, resulting from any delay, substitution of equipment, or any act, omission or negligence of the independent third parties, their employees, servants, agents and subcontractors resulting from or arising out of any of the optional tours or physical activities. Before participating in any optional tour or physical activity you may be required to sign a written release forever releasing, discharging and indemnifying RIVIERA from any and all claims of any nature arising out of or related to any such optional tours or physical activity.

### **REFUNDS FOR UNUSED TRAVEL SERVICES**

Under no circumstances is RIVIERA obliged to provide you with a refund for unused travel services or any portion thereof.

### **RIVIERA'S RESPONSIBILITY**

On your behalf, RIVIERA arranges with independent third parties, such as airlines, hotels, cruise lines, transfer companies, baggage handlers and other independent suppliers to provide you with the services you have purchased. RIVIERA exercises care in selecting these independent suppliers and pays particular attention to their reputation and reliability. However, RIVIERA does not control these independent suppliers and cannot be held responsible for their performance or lack thereof. RIVIERA is not responsible for any injury, loss or damage whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, agent, employee or sub-contractor supplying any of these services as part of your RIVIERA vacation.

### **LIMITATION OF RIVIERA'S LIABILITY**

RIVIERA's liability for any loss, damage or injury, whether to property, physical or mental, arising from its own acts, omissions or negligence, is limited to the amount you paid to RIVIERA for the services in relation to which you are making a

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claim.

#### **ACT OF GOD/FORCE MAJEURE**

RIVIERA is not responsible for any loss, damage or injury of any nature in whole or in part resulting from an Act of God or any other Force Majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commotions or disturbances and any other acts of similar nature, sabotage, arrests, strikes or other labour disruptions, restraints of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind or nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities, or the travel supplier and its facilities.

#### **INDEMNIFICATION OF RIVIERA**

You agree to indemnify and save RIVIERA harmless against any liability, actions (including legal fees), claims, losses, costs and damages, which RIVIERA may incur, sustain or pay arising out of or in connection with your negligent or intentional act or omission, in relation to any incident alleged to have occurred in destination and/or in relation to services provided by RIVIERA.

#### **APPLICATION**

These Terms and Conditions are binding on all travellers in your party and on each of their estates, heirs, successors and legal personal representatives.

#### **APPLICABLE LAW AND FORUM FOR DISPUTES**

Your contract with RIVIERA is governed by and construed in accordance with the laws of the Province of Ontario. Any claim or action against RIVIERA shall be filed in the courts of the Province of Ontario and you agree to attorn to the exclusive jurisdiction of such courts.

#### **SEVERABILITY**

If any part of these Terms and Conditions is held invalid or unenforceable, the remaining parts of these Terms and Conditions will remain in full force and effect, and, to the extent possible, the portion(s) found unenforceable will be construed in a manner consistent with the remaining portions.

#### **ACKNOWLEDGEMENT**

By making a reservation with RIVIERA, you hereby acknowledge, on your own behalf and on behalf of all of the people for whom you make the booking, that you have read and accept the Terms and Conditions contained herein for yourself and all of those people

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