

## TERMS & CONDITIONS JANE THORNLEY EXCURSIONS 2012

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by the following terms and conditions:

- (a) That if war, terrorist activities threatened or actual, civil unrest, closure of airports, industrial action threatened or actual, an act of God, including but not limited to illness, plague, flood, hurricane, tornado, or any other event outside the control of Jane Thornley Jewelry & Knitwear Design Ltd. (hereinafter referred to as the “**Unforeseen Events**”), either delays or extends the tour as arranged by Jane Thornley Jewelry & Knitwear Design Ltd. (hereinafter referred to as the “**Tour**”) or compels a change in the Tour arrangements, that Jane Thornley Jewelry & Knitwear Design Ltd. does not accept any liability for any resulting loss, damage or expense and any refund owing will be subject to a deduction for reasonable expenses.
- (b) If such Unforeseen Events occur before the start date and subsequently the Tour has to be modified or cancelled Jane Thornley Jewelry & Knitwear Design Ltd. will, if possible, offer alternative arrangements or, if not possible, Jane Thornley Jewelry & Knitwear Design Ltd. will refund monies paid less expenses incurred up to that time.
- (c) That Jane Thornley Jewelry & Knitwear Design Ltd. is not responsible for the behaviour of any persons travelling on the Tour or in any of the Hotels on the Tour. I hereby acknowledge that Jane Thornley Jewelry & Knitwear Design Ltd. is not liable for any loss, damage or injury that arises as a result of the actions of another person on the Tour. I further acknowledge that Jane Thornley Jewelry & Knitwear Design Ltd. is not liable for any loss, damage or injury to my person, my property or another person or their property that arises as a result of my actions while on the Tour.
- (d) That I am liable for any injury, damage or loss to my person, my property or another person or their property that arises as a result of my choosing to take part in events or activities, including but not limited to excursions, meals and alternate transportation, that are not a part of the Tour.
- (e) That Jane Thornley Jewelry & Knitwear Design Ltd. does not own or operate any of the accommodation or transportation or other facilities (hereinafter referred to as the “**Organizations**”) in connection with the Tour and does not accept liability for any injury, damage, loss, accident, delay or negligence of owners, operators, subcontractors, agents or staff of those Organizations.
- (f) That I am responsible for ensuring that I have valid passports, other necessary identification, travel insurance, health insurance and cancellation insurance (hereinafter collectively referred to as “**Insurance**”) necessary for travelling abroad. I understand that Insurance will protect me against cancellation costs in case of a medical emergency and that if I choose not to obtain Insurance I do so at my own risk and I agree that I will not hold Jane Thornley Jewelry & Knitwear Design Ltd. for any loss, injury, damage or expense that I could have been protected against had I purchased insurance.
- (g) I hereby agree to waive, relinquish, release and forever discharge the owners of Jane Thornley Jewelry & Knitwear Design Ltd. including its officials, agents, volunteers and employees from any and all claims for injuries, damages or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with the Tour.
- (h) This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

### COMPLAINTS

In the event of any dissatisfaction with any of the services provided by Jane Thornley Jewelry & Knitwear Design Ltd., the matter must be reported directly to Jane Thornley Jewelry & Knitwear Design Ltd., immediately in order that action may be taken to remedy the problem. If notice is not given to Jane Thornley Jewelry & Knitwear Design Ltd. immediately after discovery of the dissatisfaction Jane Thornley Jewelry & Knitwear Design Ltd. cannot and will not accept responsibility.

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by the above terms and conditions:

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_