

## 1 BOOKING

1.1 All bookings are made with Gap Year Canada Ltd or partner company Banff Accommodation Gap Year Canada (hereafter referred to as GYC)  
PO BOX 4955  
Banff, Alberta  
T1L 1G2  
Canada

1.2 A contract (“the contract”) exists between you (“the parties”) and GYC when a registration has been received and GYC has acknowledged receipt of the non-refundable deposit (see section 2.1). The Contract will be subject to these Booking Conditions (the “Conditions”) and will be governed and construed in accordance with Canadian Law.

## 2 PAYMENTS

2.1 The booking fee registers you and holds a place for the season. Confirmation of your booking will be emailed to you upon receipt of payment.

2.2 The booking fee includes a \$250 non refundable registration fee, and a security deposit refunded at the end of tenancy should all payments be received, the deposit (see section 8.1) is secured against any damages to the chalet you will live in for the season in Banff.

2.3 All fees must be paid 60 days prior to the start date.

2.4 The initial booking fee reserves a place and is non refundable.

2.5 All payments are non-refundable and suitable travel insurance covering the entire duration of your stay is suggested to cover any change in plans.

2.6 In the event any amount remains unpaid 7 days after the final payment date GYC reserves the right to cancel your booking.

2.7 All places are allocated on a first come first served basis, assuming all payment deadlines are met.

## 3 PRICES

3.1 All prices are in Canadian dollars. Any price conversion shown is provided for the purpose of comparison only. For accurate rates contact your bank or card issuer.

## 4. CANCELLATION BY YOU, THE CLIENT.

4.1 If you choose to cancel or leave for any reason, all booking fees and payments are non-refundable. It is your responsibility to ensure your insurance policy provides adequate cover in this event.

## 5. CANCELLATION BY GYC

5.1 No refund will be payable if GYC is forced to cancel due to circumstances beyond its reasonable control and which could not have been foreseen or avoided even if all due care had been exercised, including but not limited to war or threat of war, riot, civil unrest or insurrection, strike, lockout or other industrial action, act of terrorism, act of God, fire, flood or other adverse weather conditions.

## TERMS & CONDITIONS

### 6. LIABILITY

6.1 Whilst we (GYC) take all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities you participate in on your course or accommodation carry a risk of accident and injury.

6.2 Except as provided in clauses 6.3 and 6.4.3 below, we accept responsibility for any loss or damage resulting from our failure to perform, or improper performance of, the services we have agreed to provide you.

6.3 Subject always to clauses 6.2 above, we do not accept responsibility for any loss or damage you suffer where any failure to perform, or improper performance, is not due to our negligence or that of our employees, agents, contractors or suppliers including but not limited to where any such failure or improper performance is attributable, in whole or in part, to:

6.4.1 you or any member of your party

6.4.2 any third party unconnected with the provision of the services we have agreed to provide to you, and is not reasonably foreseeable or unavoidable; or

6.4.3 any circumstances beyond our reasonable control and which could not have been foreseen or avoided even if all due care had been exercised, including but not limited to war or threat of war, riot, civil unrest or insurrection, strike, lockout or other industrial action, act of terrorism, act of God, fire, flood or other adverse weather conditions.

6.5 Except as expressly stated above, we do not accept liability for any claim, whether arising in contract, tort (including negligence) or otherwise, for any consequential, indirect or special loss or damage however arising.

6.6 Nothing in these booking conditions affects your statutory rights as a consumer.

6.7 Where your loss or damage is due to the acts of our agents, suppliers or contractors, our acceptance of liability is subject to you assigning to us any rights you may have against them and to your co-operating with us fully in any legal action we may take against them.

6.8 The availability of facilities advertised cannot be guaranteed as they may be dependent on local weather conditions or may close due to circumstances beyond our control including but not limited to public holidays or routine maintenance. In such instances, we cannot give refunds but if we are aware of any facilities not available prior to departure, we will advise you accordingly.

## 7. COMPLAINTS

7.1 If you wish to make a complaint during your trip you should inform us immediately. We will investigate any complaints and try to resolve them as quickly as possible.

7.2 If your complaint is not resolved satisfactorily during your stay you must write to our office within 28 days of the end of the program. GYC will only deal with correspondence from the person registered with Gap Year Canada.

## 8. DEPOSITS

8.1 GYC will hold the clients deposit as a security deposit against the accommodation. In the event damage has been inflicted on the property, or fines incurred due to the clients actions, the associated costs will be first deducted from the clients deposit and any excess will be charged. Security refunds will be issued 2 weeks after departure following the season; charges will be deducted for steam cleaning of carpets, any damages, and if required cleaning or garbage removal.

*GYC expects chalets to be returned in the same state they were at move in.*

8.2 If GYC or the homeowners receive fines as a result of the clients' actions, the client is responsible for paying the fine in a timely fashion.

8.3 If the client is aware of other clients breaking the House Rules (see shared tenancy agreement) it is their responsibility to report rule breaking to GYC. Failure to do so may result in the loss of the clients deposit.

8.4 It is the clients' responsibility to report any maintenance or damage to the property to GYC in a timely fashion. Failure to do so may result in the client being responsible for further damage caused to the property as a result of the original damage.

8.5 If costs described in 8.1 to 8.4 are not solely incurred by the client, the cost will be divided between the group of clients with access to the property; Unless the client responsible can be determined and accepts the full cost.

8.6 The House Rules must be adhered to. The client agrees to a "three-strike rule" whereby if the client breaks a House Rules three times (either the same rule thrice or three separate rules) they have 24hrs to vacate the property and there will be no refund provided.

## 9. VISA

9.1 It is your responsibility to apply for be in possession of a valid passport and an appropriate visa if required.

## TERMS & CONDITIONS

### 10. MEDICAL CONDITIONS

10.1 It is a condition of a course or accommodation package that you must inform GYV of any pre-existing medical conditions. If at any time during the course or accommodation package your medical condition should change it is your responsibility to keep GYC informed.