

TERMS AND CONDITIONS: SMITTY'S CANADA INC FEB 02-05, 2026

The following booking conditions form the basis of your contract with Newwest Travel LTD ("we", "us" and "our"). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the trip arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

Risks of Travel and Release: We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers as well as medical and health information, we recommend going to the Government of Canada travel website at <https://travel.gc.ca/> click on "Travel Advice and Advisories" then choose your destination from the drop-down list. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions.

YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS EXCEPT IN CASES OF NEGLIGENCE OR WILLFUL MISCONDUCT BY NEWWEST TRAVEL LTD.

1. TO MAKE A BOOKING: please read, fill out, sign, date and return all required information on the registration form provided to you. The registration form needs to be completed by each person travelling. Where you are under 18 years of age at the time of booking, the documents also need to be signed by your parents or guardian during the booking process. The completed registration form must then be sent to us together with the payments referred to in paragraph 2 below.

We have already confirmed the availability of your chosen arrangements, and if you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed documents and your deposit. We will then send you confirmation of all payments made and our invoice. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice, or any other document, appears to be incorrect or incomplete.

Special requests: Please advise us of any special requests prior to making your booking. Where possible, we will endeavor to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

2. PAYMENT: Immediate full payment must accompany the required signed documents.

Newwest Travel LTD is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that we will allow you to cancel within two business days of your initial deposit and you may be eligible for a partial or full refund. This will allow a window for you to ensure the trip will meet your travel concerns, budget, or needs.

Once the two business days have expired or if we have passed the final payment deadline, all terms and conditions agreed by you will apply and reimbursement will need to be claimed through your travel insurance provider, providing the reason for cancellation is a covered risk under your Trip Cancellation coverage.

If, for any reason, the balance (including any surcharge where applicable) is not received by the due date, we reserve the right to treat the booking as cancelled by you. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in paragraph 7 depending on the date we reasonably treat your booking as cancelled.

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3. THE PRICE QUOTED: For your trip covers the cost of planning, the organization and carrying out of the trip, which may include airfare, ground transportation, accommodation, sightseeing, entrance fees, onsite guides and staff, please refer to your invoice for a full description of the services included. The following are not included, and you must be responsible for: vaccination fees, travel insurance, cost of travel to and from the start / return point of your trip, cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded or not listed on the trip description and/or invoice.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error or change which we are aware of and the applicable price at the time of booking. Once the price of your chosen trip has been confirmed and your trip booked, we will only increase the price in the event of any change in dues, taxes, fees or if the exchange rates which have been used to calculate the cost of your trip change.

4. TRAVEL INSURANCE: It is essential that you have adequate and appropriate coverage for your trip which can cover expenses like cancellation costs from the date of booking as well as medical expenses when travelling (including evacuation and repatriation). If you travel against Canadian Government advice, the validity of your insurance policy may be affected. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance coverage you purchase is suitable and adequate for your specific needs.

5. PASSPORT AND VISA REQUIREMENTS: The passport and visa requirements for the trip we are offering are shown on the relevant Government of Canada website <https://travel.gc.ca/> but requirements may change, and you must check the up-to-date information in good time before departure. A Canadian passport presently takes approximately 2 to 6 weeks to obtain. If you are 16 years of age or over and haven't yet got a passport, you should apply for one at least 6 weeks before departure. If you are not a Canadian citizen or hold a non-Canadian passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Passport Canada recommends that Canadians renew their passports at least six months before their expiry date, especially when traveling internationally.

You must ensure you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to the failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly.

Newwest Travel LTD & Smitty's Canada Inc will not be responsible for the actions of foreign governments.

6. HEALTH REQUIREMENTS: You are responsible to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to take part or may be likely to suffer illness or injury during the trip, considering its challenges and purposes. If you are unable to give confirmation for any reason or have any medical condition or disability which may affect you on the trip, you must contact us before you submit your required documents so that we can assist you in considering the suitability of the trip for you.

If any information given in your signed documentation is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges as set out in paragraph 7 will apply and we will not be responsible for any costs or expenses incurred as a result.

Details of any compulsory health requirements applicable to Canadian citizens for the trips we offer are shown on the Government of Canada website <https://travel.gc.ca/>. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from Travel Health Clinics. Provincial Health Plans are not a substitute for travel insurance. Health requirements and recommendations may change, and it is your responsibility to check the up-to-date information for the countries you are visiting in good time before departure.

Travel suppliers may also impose their own health requirements. Please ensure you are aware of the travel supplier requirements in good time prior to departure.

It remains the traveler's responsibility to check the current travel requirements for the destination they are visiting. Newwest Travel LTD & Smitty's Canada Inc will not be held liable for any required or mandatory travel requirement mandates set out by the supplier you are booking with or the country which you are visiting.

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7. CANCELLATION OF RESERVATIONS BY THE TRAVELLER: Newwest Travel must be notified in writing by you as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us during regular business hours. If written notice is received outside regular business hours, the request will be actioned on the next business day.

Change and cancellation fees and penalties below are set out by the travel supplier and are correct at the time of your booking. In the unlikelyhood changes to these terms are implemented by the supplier and they directly affect your trip you will be notified as soon as we are made aware.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to the travel insurance provider. Where a partial cancellation of a booking affects the basis on which the price was calculated, we will recalculate and re-invoice you accordingly.

The following cancellation charges will be applicable to your confirmed arrangements.

Cancellation Charges - period before departure	Charge per person
At the time of booking	100% non-refundable
Special Arrangements	Terms and Conditions Applicable
Airline Seat Selection Fees	100% non-refundable at time of booking
Any Additional Services or Arrangements Requested	Terms and Conditions as outlined at time of booking will apply
Travel Insurance	100% non-refundable 10 days after the policy is confirmed

All flight schedules, airlines, and types of aircraft are subject to change with or without prior notice. Airlines reserve the right to substitute alternate airlines or aircraft types and to add enroute stops or make any other operational changes at their discretion, with or without prior notice. Depending on the circumstances, the airline may be required to pay you compensation and/or refund the cost of your flight and/or provide you with accommodation and/or refreshments in the event of a significant delay or cancellation. However, we have no liability to make any such payments to you, and you must contact the airline or other transport operator concerned for any compensation which may be due.

All travel arrangements to get to the starting point of the trip (as outlined in the itinerary) including but not limited to flights or ground transportation (taxi, ride shares, buses, etc.), are made at your own risk and you assume the cost of any loss in the event of a change to the travel arrangements that may prevent you from arriving for your scheduled departure. Newwest Travel LTD & Smitty's Canada Inc and/or the scheduled carrier cannot be held liable for financial damages, penalties and/or additional fees incurred by the passenger due to late arrival to the starting point of your trip for any reason.

Airport check-in commences approximately three hours prior to departure and typically closes 60 minutes prior to departure. Please contact the carrier on which you are travelling with for specific times. You are required to have obtained your boarding pass and to have presented all checked baggage before the airline cut-off/check-in deadline.

8. CREDIT CARD MERCHANT: We strongly recommend that you use a credit card for your purchase, so that you can exercise your rights according to Consumer Protection legislation in Canada if you do not receive the services you purchased.

However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the travel suppliers. If the travel suppliers do not provide the services, your only recourse would be against the travel suppliers, and you agree not to initiate a chargeback against us.

9. CHANGES INITIATED BY THE TRAVELER: Changes can be considered depending on practicality and availability, but there might be a cost associated with these changes. We do not charge an amendment fee for making changes, we will only pass on any extra costs involved in providing additional or alternative services. A change of travel dates will be treated as a cancellation of the original booking and will require rebooking; in this case full cancellation charges will apply to the original booking. Please note changes may result in the recalculation of the original price.

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10. CHANGES TO THE ITINERARY BY US: The itinerary is a guide to which we (and the travel suppliers) will attempt to adhere, but it may be necessary to alter this at short notice because of circumstances or events outside of our or the travel supplier control. Some reasons for such changes include but aren't limited to adverse weather or road conditions or any of those amounting to force majeure (see paragraph 12), or due to the operating conditions imposed by owners and operators of accommodation, facilities, and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our/their control make this impossible. Should any changes, including weather conditions, cause you to incur extra costs such as accommodation, transportation, and meals, these will be borne by mutual agreement between us and may be eligible for reimbursement through your travel insurance provider.

11. CHANGES AND CANCELLATION BY US: We may have to make changes to and correct errors in advertised and confirmed details and cancel confirmed bookings which we must reserve the right to do. While most changes are minor, occasionally, the travel suppliers must make a "significant change". A significant change is a change made before departure which can reasonably be expected to have a major effect on your trip. If the travel suppliers must make a significant change or cancellation, we will tell you as soon as possible. We will, where appropriate, pay you the reasonable compensation offered by the travel suppliers. If there is time to do so before departure, we will offer you alternative options subject to availability.

Compensation will not be payable and no liability beyond offering the alternative options provided by the travel suppliers can be accepted where:

- we are forced to make a change or cancel because of unusual and unforeseeable circumstances beyond our control such as force majeure, the consequences of which we could not have avoided even with all due care

Please note, alternative options will not be provided when any changes are considered minor.

No compensation will be payable, and the above options will not be available if we cancel because of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" (see paragraph 12) to change or terminate your trip after you have departed but before the intended return date. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. In these cases, you may be eligible for reimbursement through your travel insurance provider.

12. FORCE MAJEURE: In these booking conditions, "force majeure" means any event which we or the travel supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire, and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss, or expense of any nature because of "force majeure".

13. OUR LIABILITY TO YOU: We promise to make sure that the trip arrangements we have agreed to make, perform, or provide as applicable as part of our contract with you are made, performed, or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted trip arrangements are not provided as promised or prove deficient because of the failure of ourselves, our employees, agents, or travel suppliers to use reasonable skill and care in making, performing, or providing, as applicable, your contracted trip arrangements.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and travel suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and travel suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost, or other sum or claim of any description whatsoever which results from any of the following:

- your act(s) and/or omission(s); or
- the act(s) and/or omission(s) of a third party not connected with the provision of your trip, and which were unforeseeable or unavoidable; or
- 'force majeure' as defined in paragraph 12 above.

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We cannot accept responsibility for any services which do not form part of our contract. Such additional services will include any activities which do not form part of your contracted trip arrangements made with Newwest Travel LTD & Smitty's Canada Inc. Travel suppliers provide their services in accordance with their own terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay, or loss/damage of personal possessions.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Many of your trip arrangements are provided by regional companies. These companies are separate legal entities and are not subsidiaries of or otherwise legally connected with our agency other than as suppliers of travel services included in your trip. The travel suppliers operate entirely independently of Newwest Travel LTD & Smitty's Canada Inc and have their own terms and conditions. The information contained on our website and in other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of Canada which would have applied had those services been provided in Canada. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question.

Newwest Travel LTD & Smitty's Canada Inc cannot be held responsible when overseas standards are not the same as those experienced in Canada. As a rule, requirements and standards will not be the same as Canada and may often be lower.

14. BEHAVIOR AND DAMAGE: While the trip is in progress, all decisions are made by the travel suppliers and their regional companies, you must act in accordance with all reasonable instructions you are given. The trip guide or other member of their staff or staff employed by their regional companies may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or wellbeing of any individual participant(s) or if you break any law or regulation of any country where the trip takes place. We or staff employed by the travel suppliers are entitled to withdraw you from a trip when the information provided on your required documentation proves to be materially inaccurate or incomplete. You will be required to leave the trip immediately and we will have no further responsibility towards you. No refunds will be made, and we will not pay any expenses or costs incurred because of the withdrawal.

You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made directly to the accommodation owner or manager or other travel supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) because of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

15. COMPLAINTS: In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or employee (if we have one) and the travel supplier of the service(s) in question. Any verbal notification must be put in writing and given to the trip guide/employee and the travel supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, employee, or travel supplier, you must contact us in Canada using the contact details we have provided you with during your trip, giving us full details and a contact number.

Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 30 days of the end of your trip giving full details of your complaint. For all complaints and claims which do not involve death, personal injury, or illness, we regret we cannot accept liability if you fail to notify us of the complaint or claim entirely in accordance with this clause.

In the unlikely event you have a complaint which we cannot amicably resolve, you may bring a claim to a court of law. This enables a dispute to be resolved on documents alone with limited liability for costs. Full details are available on request. We both agree that

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Canadian law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us. We both also agree that any claim (whether involving any personal injury) which arises between us must be dealt with by the courts of Canada.

You agree to present any claims against us within two years of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to two years. You agree that the courts in Edmonton, Alberta will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Please check the box in the registration form to acknowledge your receipt and that you have read and understand the above booking terms and conditions.