

## Policy & Procedures

Nothing on this website constitutes an offer or advice for conventional travel services; by using this website and its contents, you confirm that you have not relied on any such content to make an informed travel decision.

### Identity

The official identity, name/s similar to ones that appear on any official Government issued documents such as a passports, drivers licence, personal ID cards-in his or her possession- shall be henceforth referred to as the Recipient.

The following information governs the relationship between you the 'Recipient', Access Holidays Canada (AHC, 'The Company') and any third party supplier that we may choose to conduct business with, either internationally or domestically.

1. AHC, The Company or its associates reserve the exclusive right to decline any and all requests for professional accessible, personal or destination consultative services.
2. All formal agreements signed by both parties shall supersede any and all prior agreements written, expressed or implied.

### Medical Form:

All Recipients with pre existing medical conditions will be required to secure a "medical declaration or a suitability for travel form" from his or her physician.

The following terms and conditions further outlines the possible contractual, binding agreement that may exist between (AHC, The Company) and the Recipient in accordance with the procedures below.

### Procedure/s

By contracting the use of (AHC, The Company) services by any means: electronic e-mail request, phone, fax transmitted, or by submitting a formal document to any of our in-house associates seeking accessible travel related services indicates that you have read, understood, and have agree to be bound by all of our terms and conditions.

A binding contract becomes effective and enforceable once a completed hard copy or an electronically delivered (faxed/mailed) service request form has been:

- received, accepted by us, and incorporated into (AHC, The Company) customer system.
- a deposit or full payment for service (received or pending) is made (cash, bank draft, or authorized credit card payment along with both front and back credit card impressions).
- transaction execution and acknowledgement by us, followed by an invoice forwarded to you the recipient.

### Reports: Formal or preliminary

Recipients from time to time may request a preliminary report or a comprehensive accessible destination report complete with accessible outcomes from (AHC, The Company) / DMC's (destination management company) audits. We recommend an allotment of 4 hours or more for any preliminary report development. For all formal reports, depending on their complexity, accessible services requirements, locations and duration of holidays contemplated, we are prepared to share additional confidential information such as payment schedules, trade secrets and accessible report components. Recipients may share some formal accessible report contents with outside service providers once prior approval is secured in advance from (AHC, The Company).

### **Outside Supplier/s**

Prior to the delivery of a formal accessible report to the Recipient, any outside suppliers acting on our written instructions, reserves the right to increase or decrease prices reflected in any marketing media issued on our behalf such as brochure, flyer, e-mail, website offerings or consultation service charges.

### **Privacy/Confidentially:**

In compliance with the Personal Information Protection and Electronic Documents Act [PIPEDA] outlining the collection with consent, reasonable purpose, the use and secure storage of the collected information, the availability for access or inspection of collected information, we offer the following.

The information we collect is intended for a specific purpose:

- To ensure optimum performance or quality of services offered or delivered by us or any destination service providers acting under our directive.
- We will continue and hold to high standard and safeguards, recipients' information with strict confidentiality and security.
- Requests from outside individuals or service providers are carefully scrutinized by us. If we have to disclose personal information outside of the specific intended purpose, we will attempt to contact you in order to secure additional approval for releasing more information.
- Sometimes requests are outside of the norm and which we are duly bound to comply with such as:
  1. Compliance with an investigation by any law enforcement authorities
  2. When specified by law
  3. Any circumstances that may result in harm to any individual or group which may result from negligence intended or unintentional.
  
- We are primarily accountable to you our customer. We agree to protect and safeguard any documentation collected on your behalf.
- Prior to collection of your personal information, we will attempt to qualify and identify the reason for the collected information and to whom it will be disclosed.
- We will endeavour to secure your prior consent before collection of certain appropriate information. However, consent may be implicit in the action taken by the individual sharing his/her relevant documentation with us. This documentation may ultimately become part of the accessible preparation process relating to their (requested) accessible arrangements.
- Some or all information collected on your behalf is relevant to the proposed holiday or intended to improve or complement the services we offer.
- We will offer for viewing, our information delivery model which will clearly outline the process and conditions by which access to your [Recipients] collected information will be granted. However, in circumstances whereby recipients may have outstanding or delinquent payment for services rendered by our professional staff or outside service providers to whom we owe an obligation, such access may be declined or severely restricted.

Address all privacy requests:

[protectmyprivacy@accessholidays.ca](mailto:protectmyprivacy@accessholidays.ca) or fax: 416-322-6371



### **Confidential Information**

Confidential Information means any non-public information that ACHI/ The Company specifically mark and designates, either orally or in writing, as confidential or which under the circumstances relating to disclosure, ought to be treated as confidential. Confidential information includes, but is not limited to products, software, trade secrets, policies and practices, information received from other sources that ACHI/The Company is obligated to treat as confidential. Confidential information also means all tangible materials containing confidential information, including without limitation, schematics, written or printed documents, computer software, web designs whether machine or user readable.

Recipients shall take all reasonable security precautions with (ACHI, The Company) confidential information, as great as those applied in meeting or exceeding the protection of his or her private or personal information.

Recipients shall not disclose any confidential information to third parties or future vacationers without written permission from ACHI/ The Company.

### **Malicious web-surfers or Accessible (report) Recipients**

Malicious web surfers or report Recipients shall not disclose any confidential information comprising of trade secrets or proprietary information to any individual or party to whom (ACHI, The Company) or its owners, owe an obligation. However, Recipient may disclose confidential information in accordance with judicial or Governmental orders. In such circumstances, Recipients shall grant (ACHI, The Company) or its owners reasonable notice prior to such disclosure, and shall comply with any applicable protective order or equivalent. Recipients shall not use any confidential information or materials for any purpose except those duly authorized by us (ACHI, The Company).

Recipients, [past, present or future, individual or groups]who through lawful means becomes privy to ACHI trade secrets or proprietary information, agree not to interfere with the business of (ACHI, The Company) such as soliciting, or inducing any Government agency, industry partners or service providers to terminate or breach any existing or contractual, obligatory relationship with (ACHI, The Company).

### **Website**

By accessing this web site, [www. accessholidays.ca] Recipient or information user hereby agrees to abide by the terms and amended conditions.

Exceptional care has been taken in order to ensure that the website and contents are virus-free; however, we cannot accept responsibility for any virus, which may affect any downloadable information. Visitors may not misuse the website or render harm to site by hacking, attempts to gain unauthorised access to web portals or server, introduction of trojans, worms or any other material, which is malicious or technologically harmful. We will not be liable for any loss or damage caused by viruses, technologically harmful material that may infect your computer, programs, data or other proprietary material due to your use of this website.

We exclude to the extent lawfully permitted, all liability for loss or damage, whether direct, indirect or consequential, including, without limitation, loss suffered as a result of breached website terms and conditions, errors or omissions, loss profits, goodwill, business opportunities arising out of your use or inability to use this web site.

If any provision of these terms, procedures, or conditions shall be held by a court of competent jurisdiction to be illegal, invalid or enforceable, the remaining provisions shall remain in full force and effect.

These terms and conditions constitute the agreement between visitors to the website, accessible report Recipients and (ACHI, The Company).