

OHTO's Booking System Terms & Conditions

By submitting vacation package listings to the Ontario's Highlands Tourism Organization I,

_____, acknowledge that I am an authorized representative of

Package Lead (Name)

_____, and hereby agree to the following Terms and Conditions:

Company

1. I agree that the OHTO has the right to edit provided content and select appropriate imagery to improve consumer appeal of my package.
2. I have read and agree to abide by the OHTO's package Booking Policy (Appendix A), and understand these policies override any existing policies from participating package suppliers.
3. I agree that my package will be listed by the OHTO free of charge, and that I will be charged 3% by the OHTO to cover payment processing on any and all packages sold.
4. I agree payments will be processed bi-weekly following the date the package is sold.
5. I agree to reimburse the OHTO for any payments received for packages subsequently cancelled.
6. I agree that any consumer information collected will be managed in accordance with the OHTO's Privacy Policy (Appendix B). Consumer information will only be used to administer the package sold, unless consent for further use (ie. mailing lists) is granted by the consumer.
7. I agree that by listing packages on ontarioshighlands.ca, the OHTO does not assume any liability regarding the use of the website or the package redemption.
8. I agree that I am responsible for managing the availability of my packages through my member account at ohto.ca. Packages sold are guaranteed to be fulfilled on the booked dates, unless otherwise noted in the package details and approved by the OHTO. If I fail to fulfill booked availability requirements and have to cancel the package before the arrival date, I agree to reimburse the OHTO the full list value of the package, to be returned to the customer, and pay a \$150 penalty for failure to render services for reasons not noted in the packaging details.
9. I agree that both I and the OHTO have the right to remove package listings at any time.
10. I understand the OHTO will inform me if customer complaints related to the delivery of the package are received. I agree that a failure to consistently meet minimum customer service standards (not honouring booked package availability, poor service complaints by customers, etc.) may affect my eligibility to participate in this program.

Signed this _____ day of _____, 20____.

Date

Month

Year

Signature: _____

Print Name: _____

Appendix A: Booking Policy

Ontario's Highlands vacation packages are sold by the Ontario's Highlands Tourism Organization (OHTO):

Ontario's Highlands Tourism Organization
9 International Drive, Suite 129
Pembroke, ON K8A 6W5
Phone: (855) 629-6486
Fax: (613) 629-6488
Email: booking@ontarioshighlands.ca

Transportation

Your booking does not include transportation.

Transfers

Your booking is non transferable.

Trip Cancellation Insurance

If you wish to purchase Trip Cancellation Insurance, please contact a travel agency. You should note that such insurance must be purchased on the same date as this booking.

Out of Province Health Insurance

The OHTO recommends that all travelers, especially those residing outside of Ontario, purchase health insurance. Please contact your insurance agent to purchase this insurance.

Personal Information

As a Canadian company, the OHTO is now required by law to gain the express (rather than implied) consent of the owner of the personal information on this form, to access and use the information to make the reservation. We are also required to inform the owner of the personal information submitted on this form, that we will be sharing the personal information provided with the businesses included in the package you have requested. If you are completing this form on behalf of another person we require the consent of that person to pass on their information. By ticking the check box below you are accepting the terms and condition of this reservation and you are in addition: 1. confirming that you are the owner of the personal information contained in this form; and 2. giving your express consent to the OHTO to share this information with the businesses included in the package. Please note credit card information will be secure and will not be shared with any third party, after the transaction point with the OHTO. Further, we cannot accept or record your booking without this consent.

Payment Policies

Credit Card Payments

Your credit card will be charged in Canadian Dollars (CAD) for the full amount of your reservation at the time of booking. Please print your booking confirmation email, as this is your electronic receipt.

Confirmation Email

Generally, confirmation emails are sent within 15 minutes of booking, although sometimes it can take a few hours to receive the email. If you have not received your email confirmation, verify that your email provider did not block the confirmation as spam. You may need to add ontarioshighlands.ca to your allowed senders list to receive confirmation emails and information regarding future bookings.

Cancellation Policies

Date Changes

No changes may be made within 24 hours of the original arrival date. Changes to packages are subject to the approval of the OHTO and to package availability. To modify your reservation, please contact booking@ontarioshighlands.ca. Be sure to include your reservation number in your email.

Cancellations

All cancellations must be made directly through the OHTO and are subject to a \$25.00 cancellation fee. To cancel your reservation, please contact booking@ontarioshighlands.ca. Be sure to include your reservation number in your email.

For cancellations received less than 24 hours prior to arrival date, no-shows and customers who depart early, the full price of the package will be charged.

Rates

The rates shown in the system are based upon the number of people specified in the package description. In the event that you bring extra persons, please be aware that there may additional fees.

Customer Service

If you have any questions or concerns about your reservation, please contact booking@ontarioshighlands.ca. Be sure to include your reservation number in your email.

Supplier Rules & Restrictions

Additional terms and conditions may apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. IN PARTICULAR, THE OHTO DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE TRAVEL PRODUCTS DISPLAYED ON THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE PRICING, PHOTOGRAPHS, LIST OF HOTEL AMENITIES, GENERAL PRODUCT DESCRIPTIONS, ETC.), MUCH OF WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS. IN ADDITION, THE OHTO EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT ANY CHANGE OR CANCELLATION FEES.

THE CARRIERS, HOTELS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE OHTO. THE OHTO IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE OHTO HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IN NO EVENT SHALL THE OHTO AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS WEB SITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF THE OHTO AND/OR ITS RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Appendix B: Privacy Policy

Our Commitment

The Ontario's Highlands Tourism Organization (OHTO) is committed to respecting your privacy and protecting your personal information. This Privacy Statement explains the current information management practices on our websites.

We are committed to protecting your privacy whether you are browsing for information or conducting business with the government through electronic channels. The handling of all personal information by the OHTO is governed by the Freedom of Information and Protection of Privacy Act.

When you visit our website, we will not collect your personal information unless you choose to use and receive online products and services that require it. For transactions with involving credit cards, the OHTO uses up-to-date security protocols to ensure the integrity and confidentiality of information and systems. We will not share any of your personal information with 3rd parties.

Cookies

The OHTO website may use cookies. Cookies are generally used to make it more convenient for users to navigate the website. If you choose, they may be used to 'remember' your password and make it easier and faster to log-in to certain areas. These types of cookies need to be stored on your computer's hard drive.

Web Analytics

In order to serve you better, the OHTO uses web analytics services including Google Analytics to help analyse the use of the website. These tools use cookies to collect and generate information about your visits to the site that is transmitted to their servers in an anonymous form for processing. The OHTO studies patterns of website activity to improve the experience of visitors to the site. The use of these tools does not allow us or our analytics service providers to identify individuals.

You can opt-out of analytics activity by setting your browser to notify you when a cookie is sent and block analytics cookies if desired. Please consult your browser's Help Menu for instructions. Visiting the OHTO's website with analytics cookies disabled will have no significant impact on your browsing experience.

Google currently offers a free Google Analytics opt-out tool for Internet Explorer (versions 7 and 8), Google Chrome (4.x and higher), and Mozilla Firefox (3.5 and higher) at <http://tools.google.com/dlpage/gaoptout>.

Important Notices

Some pages on this website link to other sites created and maintained by other public and/or private sector organizations. These links are provided solely for your information and convenience. When you link to an outside website, you are leaving the OHTO website, and the OHTO's information management policies no longer apply.