

**Eden High School**  
NEW YORK CITY  
April 26 - 29, 2017

Dear Parent/Guardian or Student,

Eden High School is offering students the opportunity to participate in an outstanding tour of New York City from April 26 - 29, 2017. The tour has been prepared by Brightspark, a full service, TICO-registered tour operator specializing in student group travel.

**Your tour includes the following:**

- Round-trip transportation by coach
- 3 night(s) Accommodation at the Crowne Plaza Newark or similar
- Meals: 3 Breakfasts
- All Attractions and Activities outlined in the attached Itinerary
- All Taxes and Gratuities
- Brightspark Staff/24 hour Emergency Hotline
- Brightspark Knapsack, Brightspark Souvenir with emergency contact number

**Price of the tour is based on 40 paying passengers:**

**Student**                      \$ 740 + \$43 Insurance                      **Quad Occupancy (2 beds)**

These prices are based on a projected number of paying participants. If our actual passenger count varies from our projected number, the price of the tour may change to reflect our actual numbers.

Cancellation Insurance is optional but highly recommended. If you are declining this protection, please understand that you will be subject to Brightspark's cancellation policies outlined in the Conditions and Exclusions on the reverse side of this document.

Please complete the attached registration form and submit with your deposit (deposit cheque should include insurance). **Please make all cheques payable to Eden High School.**

This is a fantastic opportunity to experience New York City with your classmates, we hope that you will consider participating in this trip of a lifetime! If you have any questions about the tour, please feel free to call Brightspark at 1-800-267-6425 or visit [www.brightsparktravel.ca](http://www.brightsparktravel.ca).

Sincerely,

Eden High School and Brightspark

**PROTECT YOUR PURCHASE  
WITH Travel Guard Insurance**

Brightspark strongly advises you to avoid cancellation penalties and protect yourself while on tour by adding **Travel Guard Insurance** to your registration for: **\$43**

Coverage includes "School Board Ruling to cancel for any reason." Please refer to the attached insurance document for coverage of highlights and Brightspark's website for additional details. Your purchase is protected and so are you.

**STUDENT PAYMENT  
SCHEDULE**

Amount	Due Date
\$ 230 deposit* + <b>\$43 ins.</b>	11/03/2016
<b>\$255</b>	<b>12/16/2016</b>
<b>\$255</b>	<b>02/24/2017</b>

**Total Student Price  
\$ 740+ \$43 Insurance**

\*Please note that the deposit is non-refundable. For complete details, please read the Conditions and Exclusions on the reverse side of this letter.



### CONDITIONS AND EXCLUSIONS FORMING PART OF THE CONTRACT OF RESERVATION

Educators, Ltd., doing business as (DBA) Brightspark, and its representative(s) (hereinafter "Educators") is acting solely as agent for the suppliers who provide all accommodations and all transportation and other services for the Trip (hereinafter the "Suppliers"). Booking a Trip with Educators involves an agreement between the signor of this reservation form (hereinafter the "Passenger") and where the Passenger is under the age of 18, the agreement includes the custodial parent or legal guardian who signs this reservation form, and the Suppliers. The Suppliers are independent parties, over which Educators exercises no control. The travel services and other services provided are subject to the conditions imposed by the Suppliers and their liability is limited to tariffs, condition of carriage, tickets and vouchers and international conventions and agreements. The passenger acknowledges and agrees that Educators is not in any way liable for personal injury, property damage, inconvenience, loss of time, or loss arising out of the act, omission, or negligence of any direct air carrier, motor coach company, hotel or any other Suppliers in conjunction with the Trip. Furthermore, the Passenger acknowledges and agrees that Educators is not in any way responsible for any injury, damage, or loss due to reason of theft, accident, mechanical breakdown, government action, weather, failure to make timely payments, or any other reason beyond the control of any Suppliers in conjunction with the Trip. When booking the Trip with Educators, the Passenger acknowledges and understands that the Trip and its related activities are ORGANIZATION SPONSORED (i.e. organized and sponsored through a school or club) and as a result decisions regarding, but not limited to, tour itineraries, participants, accommodations, meals, roommates, and costs will be made by the sponsoring organization or its representative (hereinafter the "Trip Planner") on the passengers' behalf. Educators STAFF ARE NOT CHAPERONES. The permission and signature of a custodial parent/legal guardian is required if the Passenger is under 18 years of age.

**DOCUMENTATION:** In the event that the Passenger does not obtain the required documents, the Passenger will be denied boarding by the carrier or refused entry into the country of destination. No refunds will be made should boarding or entry be denied because of insufficient or lost documents. In such an event, any cost associated with an early return home, or to the original departure point, will be the Passenger's expense. If a passport is required for travel, the expiry date on the passport must be valid for a minimum of 6 months from departure date.

**NOTICE TO PASSENGERS:** Passengers should be aware that different living standards and practices, and different standards and conditions with respect to the provision of utilities, services and accommodations may exist outside of Ontario.

**ROOM OCCUPANCY POLICY:** It is the responsibility of the Trip Planner to fill each room to maximum occupancy based on price. If a cancellation by one or more Passengers changes the occupancy of an assigned room, leaving rooms filled below maximum occupancy, it is the Trip Planner's responsibility to reassign rooms to maximum occupancy. Rooms may consist of any combination of the following, based on occupancy: one king size bed, one queen size bed, one double size bed, two double size beds, a pull-out couch, a rollaway bed, or single bed. In accommodations other than hotels (i.e. university or college residences, international youth hostels, camps, pensions) there may be shared washroom and/or shower facilities.

**ROOMING LIST DUE DATE:** All rooming lists is due in our office 60 days prior to departure. Rooming list changes that occur between 30 days and 24 hrs (Cdn destinations), 30 days and 48 hrs (US destinations), and 30 days and 72 hours (international destinations) prior to departure are subject to a \$25 change fee.

**PRICE INCREASES:** The prices advertised are based on fixed costs at the time of printing the brochures. These costs are dependent on fuel costs, rates of exchange, and other factors. Should these costs increase, Educators reserves the right to increase the price. Should the price increase be greater than 7%, the consumer has the right to cancel the contract for the travel service and obtain a full refund of all amounts paid to Educators, unless the price increase is the result of government taxation or a fuel surcharge allowed by the Canadian Transportation Agency. Every effort will be made to advise you of any price increase at least 15 days before your Trip departure.

**AIRLINE DEPARTURE TAXES:** Departure taxes are not included in the cost of the tour and are subject to change without notice by the airlines.

**DAMAGE:** Passengers in each room are responsible for damages in their respective rooms as well as any unpaid room service bills. Passengers on each motor coach are responsible for any damage to that motor coach. Common area damage will be paid for by the entire tour group unless damage is associated to specific passengers. Common areas are defined as hallways, stairwells, elevators, lobbies etc. Accommodations can also hold the group responsible for the cost of excessive cleaning to the property.

**CONDUCT LETTER:** You may be required to sign a conduct letter before leaving for your destination. This will outline what our Suppliers, the sponsoring organization (i.e. school or club), and Educators expect from you when travelling with us. Misconduct could result in being evicted from the Trip. Passengers who are evicted from the Trip in any way and for any reason are responsible for any associated costs and arrangements to return home. Educators and the sponsoring organization reserve the right to decline or evict any Passenger from participating on the Trip at any time either before or during the Trip and for any cause.

**INSURANCE:** Educators strongly recommends the purchase of Travel Guard Insurance. Travel Guard Insurance is non-refundable and non-transferable. Passengers must indicate if they wish to purchase or decline insurance on the registration form. If no indication is made this means insurance has been declined. If the Passenger chooses to decline the insurance package, they will be subject to the cancellation policies. Educators will not be responsible for any denied claims by Travel Guard. Eligible expenses may include: cancellation charges prior to departure, trip interruption, excess hospital/medical, baggage, personal effects, out-of-pocket expense, return of vehicle, family transportation benefit, death after departure, and accidental benefits. This form is not an insurance policy. The policy, terms, conditions and restrictions are set out in the insurance certificate. All claims must be submitted in writing. Claims for reasons that are covered under the Travel Guard Policy must be made through Travel Guard. Your reservation and insurance policy do not commence until your Reservation Form is received and accepted in our office at 3280 Bloor St. W, Centre Tower, Suite 901, Toronto, Ontario, M8X 2X3.

**DEPOSITS:** A minimum deposit of \$100 (Cdn. programs), \$200 (U.S. programs) or \$750 (international and air programs) per student is required. Final payment is due in our office 60 days prior to departure.

**LATE REGISTRANTS:** If there is room on the mode of transportation, space in an existing hotel room and the passenger is paid in full, passengers can be added to the tour up to 24 hours for Canadian destinations, 7 days for US destinations and 30 days for international destinations. All registrants must sign a registration form or accept our terms and conditions online.

**CANCELLATION POLICY:** Deposits are non-refundable and non-transferable. The amount of the deposit varies based on trip destination. All payment up to the full cost of the trip are non-refundable and non-transferable between 60 days and the date of departure. Special event tickets, including, but not limited to, sporting and theatre events, are non-refundable at any time.

**UNCLAIMED LUGGAGE:** Any lost or unclaimed articles that have been turned over to Educators will be held by Educators for 30 days from end of Tour date. After the 30-day period, any articles remaining unclaimed will be donated to Charity. Any expense in returning lost or forgotten items is solely at the expense of the Passenger.

**TRIP CANCELLATION BY Educators:** Educators and the sponsoring organization (i.e. school or club) reserve the right to cancel any Trip in its sole discretion. In the event that a Trip is cancelled by Educators, Educators shall have no responsibility beyond the refund of all monies paid by the Passenger, which shall be deemed to constitute full settlement. Educators cannot guarantee weather conditions nor can Educators be responsible for any shut down, whether wholly or partially of the operations of any services in connection with the Trip whether they be caused by weather or for any reason or cause, and Educators hereby expressly reserves the right to change the Trip destination if deemed necessary by Educators.

**COMPLAINTS:** If the Passenger has a problem with the services provided on or in connection with the Trip at the destination, the Passenger will contact Educators who will do its best to correct the problem. If the problem cannot be resolved at the destination, the Passenger may send a written complaint to Educators when the Passenger returns from the Trip.

**CHANGES IN ACCOMMODATION:** Every effort will be made to ensure that the accommodation included in the prices of the Trip will be provided as advertised. Educators reserves the right to substitute accommodation for equal or better accommodations. Educators does not control the management of hotels and resorts.

**CONSTRUCTION OR RENOVATION:** The Passenger acknowledges that the hotel or other accommodation selected and confirmed by Educators for the Trip may be undergoing construction or renovations during the Passengers Trip. The Passenger agrees that he/she shall not be entitled to any refund or discount due to any such condition. It is the responsibility of Educators to inform the clients of any construction or renovation prior to departure.

**Educators RESPONSIBILITIES:** Once travel has commenced, Educators cannot assume responsibility for any refunds, losses, costs or expenses arising out of injury, accident or death, (unless due to the negligence of Educators, including its officers and employees), loss of or damage to or delay in connection with baggage or other property, delay inconvenience, upset, disappointment, stress, frustration or loss of enjoyment or loss of holiday time resulting from: a) mechanical breakdown, government action, war, terrorism, revolution, elements of nature or acts of God, weather, strike, public health quarantine or any other action beyond Educators' control; b) the Passenger's failure to provide documentation necessary for the journey and return to Country of Origin; c) being denied access to aircraft due to contravening the airline's conditions of carriage; d) being held by Government direction or security or law enforcement agency; e) the Passenger's missing connections or failing to follow the directions of Educators or its representatives; f) the need for Educators to change itineraries or substitute accommodation or hotels or services provided that every effort is made to supply the most comparable services and accommodations available. No refund is allowed for any unused tour or air service.

**INTERPRETATION:** This contract regardless of where it is performed shall be interpreted in accordance with the laws of the Province of Ontario, Canada. If there is a dispute, the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's custodial parent or legal guardian) and Educators agree that any legal proceedings must be commenced and conducted in the City of Toronto, Canada. In the event that any covenant, provision or term of this contract should at any time be held by any competent Court or other tribunal to be void or unenforceable, then this contract for reservation shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this contract, which will remain and continue in full force and effect. Any oral or written assurance or statement that differs from the terms or conditions not expressly approved in writing by Educators head office at 3280 Bloor St. W, Centre Tower, Suite 901, Toronto, Ontario, M8X 2X3, is not the responsibility of Educators and does not form part of this contract. The provisions contained herein constitute the entire contract between Educators and the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's custodial parent or legal guardian). The Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's custodial parent or legal guardian) hereby acknowledges having read the contract or been given a reasonable opportunity to read and understand this contract.

Educators, DBA Brightspark, 3280 Bloor St. W, Centre Tower, Suite 901,  
Toronto, Ontario, M8X 2X3  
TICO Registration #2422707/2267878



### REGISTRATION FORM

**#1**

#### PARTICIPANT INFORMATION

(please provide complete legal names)

PASSENGER NAME

ADDRESS

CITY

PROV/ STATE

POSTAL / ZIP CODE

DATE OF BIRTH (m/d/year)

CITIZENSHIP

GRADE

M  F

GENDER

PARTICIPANT EMAIL - Some information will be forwarded by e-mail. Valid email is required for tour centre access. The emails provided will be used for communication regarding your financial account and travel details. Your emails are private and are never shared with any third party

**#2**

#### EMERGENCY CONTACT AND HEALTH INFORMATION

EMERGENCY CONTACT NAME

RELATIONSHIP

PHONE

PASSENGER PHYSICAL OR DIETARY RESTRICTIONS

Please note that Brightspark will forward this information to the appropriate suppliers in advance of your tour. The dietary restriction information will also be given to the Trip Planner prior to the tour departure to be carried while on tour. It is the Trip Planner's responsibility to ensure that the Passenger receives an appropriate meal. Please note that while we will try to accommodate all Passengers, accessibility can be limited in some destinations, making participation in certain components of the trip difficult for Passengers with reduced mobility.

**#3**

#### GUARDIAN INFORMATION (if passenger is under 18)

NAME OF CUSTODIAL PARENT OR LEGAL GUARDIAN

RELATIONSHIP

PHONE

EMAIL

**#4**

#### TRAVEL GUARD DELUXE PACKAGE

Cancellation insurance is optional but highly recommended. Please refer to the attached insurance document for coverage highlights. If you are declining this protection, please understand that you will be subject to our cancellation policies outlined in our terms and conditions on the reverse side of this document. The insurance premium is non-refundable. Please refer to the insurance information on our website for additional details. Please select one:

- \$43 Travel Guard Insurance Deluxe Package: Including school board ruling to cancel for any reason.
- I decline all insurance options. I understand that my deposit is non-refundable and non-transferable and that all payments are non-refundable between 60 days and day of departure.

**#5**

#### PAYMENT INFORMATION

Please make all cheques payable to Eden High School.

DEPOSIT DUE (A) \$ 230.00

INSURANCE (due with deposit) (B) + \$ \_\_\_\_\_ (add \$43.00 for insurance)

TOTAL DEPOSIT (A+B=C) (C) = \$ \_\_\_\_\_

**We highly recommend you purchase insurance**

#### POSTDATED CHEQUES

Interim payment (12/16/2016) + \$ 255.00

Final payment (02/24/2017) + \$ 255.00

**TOTAL OF ALL CHEQUES ENCLOSED: = \$ \_\_\_\_\_**

A \$30.00 service fee will apply to each cheques returned unpayable by your bank

**#6**

#### PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION AND SIGN

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS RESERVATION FORM (FRONT AND BACK OF THIS DOCUMENT) AND I ACKNOWLEDGE AND AGREE THAT THIS RESERVATION FORM WILL SERVE AS A BINDING AGREEMENT BETWEEN MYSELF AND BRIGHTSPARK, A DIVISION OF EDUCATOURS, LTD. IF YOU RECEIVE THIS FORM VIA FAX OR EMAIL, PLEASE ENSURE YOU ARE ALSO IN RECEIPT OF THE ACCOMPANYING TERMS AND CONDITIONS.

Signature of Passenger

Date

Signature of Custodial Parent or Legal Guardian  
(if Passenger is under 18)

Date