

## TERMS & CONDITIONS – 2017-2018

The purchase of packages, flights, à la carte accommodations, à la carte visits, car rentals and show tickets (hereinafter referred to as the “Services”) offered by Transat Tours Canada Inc. operating as Transat (hereinafter “Transat”) constitutes a contract between you (the “Customer” or “Customers”) and Transat, which includes namely the terms and conditions described hereinafter. Please ensure that you carefully read and fully understand these terms and conditions prior to booking.

### ACCURACY OF INFORMATION

Transat has put forth all necessary efforts to ensure that the information on [www.transat.com](http://www.transat.com) (hereinafter the “Website”) is current and accurate at time of posting. However, changes to the Services, descriptions, prices, promotions and terms and conditions can be made at any time and without prior notice after posting namely to add new Services, correct errors and omissions or for other reasons beyond our control. Any such updates will be posted on our Website or through notices to travel agents. If there is any discrepancy between the terms and conditions of the brochure in paper format (or its equivalent e-brochure) and those posted on the Website, the terms and conditions appearing on the latter shall prevail. Please contact your travel agent or visit our Website to obtain any updates prior to booking.

### SERVICES

Packages featured on the Website include, unless otherwise indicated, roundtrip flights from the selected departure city, roundtrip airport/hotel transfers at destination, accommodation for the length of stay in accordance with the room category and occupancy selected, and as appropriate, other service offerings related to such package, hotel taxes and service charges and the services of a local representative (unless otherwise indicated).

À la carte accommodations include lodging according to the length of stay, room category and occupancy selected and all hotel taxes and service charges (unless otherwise indicated).

Car rentals are subject to specific terms and conditions that vary in accordance with the car rental agency and country of rental. Please consult the Website for further information regarding car rentals.

Services do not include the Customer’s personal expenses, tips, telecommunication fees, certain taxes as well as any other services or activities that are not specifically described on the Website. In some instances, certain cruise lines may require the payment of a fuel surcharge.

For flights operated by an air carrier other than Air Transat, please contact your travel agent directly to enquire about their applicable terms and conditions.

### PRICES

Prices given on the Website are set based on several factors including, but not limited to, prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect at time of publication. To the best of our knowledge, the prices indicated are valid at the time of posting and are subject to change without notice. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) on a per person basis and include the applicable retail sales tax, the federal goods and services tax, governmental and airport fees and duties, local airport taxes at destination, tourist card fees and service fees. For Québec residents, prices exclude the contribution to the Compensation Fund for Customers of Travel Agents equivalent to \$1 per \$1,000 of travel Services purchased.

Price reductions resulting from a promotion or a decision by Transat are applicable to new bookings only. Transat also reserves its right to refuse any booking made at an erroneous price.

For Services booked through a travel agent licensed in Québec, prices may be increased in the event of the imposition of the air carrier’s surcharges or an increase in the exchange rate, insofar as the exchange rate applicable 45 days before the date on which the Services are provided has increased by more than 5% since the date of the reservation. If the increase, without taking into account any increase in the Québec sales tax or the federal goods and services tax, is equal to or greater than 7% of the price of the Services, the Customer may choose between full and immediate reimbursement of the Services or the provision of similar services of the same price, otherwise the difference in price shall be borne by the Customer; no price increase may occur within 30 days preceding the date on which the Services must be provided.

For Services booked through a travel agent registered in Ontario, except if paid in full, the total price of the Services may be increased. If the cumulative increase, without taking into account any increase in the retail sales tax or the federal goods and services tax, is more than 7%, the Customer has the right to cancel the booking (and obtain a full refund of the Services) or opt for comparable alternate Services acceptable to the Customer, as long as the price of the alternate Services corresponds to the price of the original Services, otherwise the difference in price shall be borne by the Customer.

### DEPOSIT, PAYMENT TERMS AND ISSUANCE OF TRAVEL DOCUMENTS

Any reservation of Services must be accompanied by a deposit which must be paid to Transat or the travel agent at time of booking. Also, final payment must be received by Transat within the delays set out for such Services. Deposits and final payment dates are subject to change and may vary for certain itineraries, hotel accommodations, promotional fares and groups. Connecting flights are payable in full at time of booking. The deposit amounts (D) and the final payment dates (FPD — in days prior to departure) for the Services are as follows:

**Transatlantic flights (flight only): D: \$300 — FPD: 60 days**

**Packages: D: \$250 — FPD: 45 days**

**À la carte accommodations: D: \$100 — FPD: 45 days**

**Villas: D: 25% of total rental cost — FPD: 45 days**

**Car rentals: D: \$25 per vehicle — FPD: 45 days**

**Go-As-You-Please voucher program (B&Bs, farmhouses and inns): D: 10% of total cost (minimum \$50) — FPD: 45 days**

**Excursions, à la carte visits and show tickets: D: 100% of total cost — FPD: at time of booking**

If final payment is not received within the required period, Transat reserves the right to cancel any such reservation, in whole or in part, without prior notice and without recourse by the Customer and charge the applicable cancellation fees, which are outlined at the end of these terms and conditions.

Electronic tickets and other travel documents will be issued by Transat or the travel agent once Transat has received payment in full for the Services. It is the responsibility of the Customer and of the travel agent to ensure that the information appearing on all travel documents is accurate and consistent with the reservation.

#### **PAYMENT OF SERVICES**

Verbal or written authorization provided by the Customer for the use of a personal credit card number constitutes a confirmation of the reservation, acceptance of the present terms and conditions and authorization to pay the deposit and/or the purchase of Services, as the case may be. However, the Customer may be required to provide written confirmation that the credit card may be used without signature. Once a credit card number is transmitted to Transat to guarantee a reservation, the travel agent becomes responsible for payment of the Services and must keep a signed copy of the Customer's authorization on file.

Transat reserves the right to cancel any reservation, totally or partially, without prior notice and without recourse by the Customer if payment is not honored.

#### **PROMOTIONS**

The **Book Early** promotion featured on the Website are valid on new individual vacation package bookings of a minimum 6 night stay made by no later than **February 28, 2017**, for travel between May 1, 2017 and April 30, 2018, and are not applicable to groups, flights only, cruises, guided tours or à la carte accommodations. The deposit amount required upon booking a package by February 28, 2017 will be \$100 per person instead of \$250. As well, the client will receive a non-transferable travel credit of \$50 per adult and \$25 per child will be issued towards the purchase of future Transat products which must be redeemed no later than October 31, 2018.

In addition to the reduced deposit and the travel credit mentioned in the preceding paragraph, for new bookings made no later than **December 15, 2016**, for travel between May 1, 2017 and April 30, 2018, Customers will benefit from our **Price Drop Guarantee** ("Guarantee"). The Guarantee applies to the same package as the one originally booked (same flight, hotel, room category, departure date and gateway) and must be available at the time such Guarantee is invoked by the Customer. The maximum reimbursement cannot exceed \$150 per adult or \$75 per child. This Guarantee may only be applied once per reservation, only upon request by the Customer, and is not valid 30 days or less prior to departure.

These promotions may not be combined and apply to the Services described on the Website and are subject to any applicable restrictions. Transat reserves the right to modify the conditions or withdraw any promotion at any time without notice.

#### **FLIGHTS AND OTHER AIR, SEA AND GROUND TRANSPORTATION**

Unless otherwise indicated, all flights are operated by Air Transat.

**Changes:** All flights offered by Transat are conducted in accordance with the air carrier's tariff of the and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and tariffs are also subject to approval by the relevant government authorities. Flight consolidations and changes affecting published schedules, aircraft type, days of operation, air carrier providing air travel and flight itineraries may be undertaken at any time without prior notice, in accordance with the air carrier's tariff.

**Flight schedules and connecting flights:** Flight times, even as they appear on airline tickets, are subject to change without notice. Flight schedules may be altered or affected by various circumstances over which the air carrier or Transat has no control. Customers having purchased a package or a flight with Transat are fully responsible for verifying flight times with the air carrier (or Transat's representative) during the 24-hour period immediately preceding outward and return flights. Transat undertakes to notify Customers reasonably in advance, through means it deems appropriate, of any schedule changes resulting in the advancement or delay of flight departure times or in case of any flight cancellation. Customers with connecting flights have the responsibility to allow themselves sufficient time to make their connection. Unless airline tickets from "point of origin to final destination" were purchased from Transat, the latter will not be liable for any scheduling change or missed flight connection, including any additional costs incurred and special, incidental or consequential damages, including the loss of wages and vacation days, arising from the foregoing.

**Airport check-in:** We recommend that Customers arrive at the airport check-in counter at least 3 hours prior to departure in order to ensure sufficient time to obtain their boarding pass and register their baggage. Air Transat check-in counters close one (1) hour prior to the time of departure, therefore passengers arriving after that time may be denied boarding. Furthermore, Customers must be at the boarding gate at the specified time, failing which their seat may be re-assigned to another passenger and their reservation may be cancelled, with no right of recourse or refund.

**Seat assignment:** Unless pre-selected, aircraft seating is conducted by personnel at the air carrier's check-in counter. In the event of the loss or unavailability of confirmed Club Class seats with Air Transat or similar upgrade with another air carrier further to the change of air carrier, aircraft type or flight consolidation, the refund by Transat of the amount paid for Club Class service or similar upgrade shall be deemed a complete and final settlement.

**Baggage:** Air carriers have individual rules and regulations with respect to the number of bags allowed, weight and dimensions. Also, the authorized allowance for checked baggage granted by air carriers may also vary depending on the city of departure or return of a flight. Customers are invited to consult their travel agent or air carrier to obtain pertinent information. Please note that baggage and property are transported, stored and handled at owner's risk at all times.

**Restricted/regulated items in checked or carry-on baggage:** It is recommended that Customers consult the Canadian Air Transport Security Authority's website ([www.catsa.gc.ca](http://www.catsa.gc.ca)) prior to travel to determine if any restrictions apply to items contained in their checked or carry-on baggage or carried on their person that may pose a danger if carried by air.

**Other applicable conditions and limitation of liability of the air carrier:** Air transport conditions and claims relating to the loss of, or damage to, baggage are governed by the Montreal Convention or the Warsaw Convention, as the case may be, the applicable tariffs of the air carrier as well as the conditions of contract appearing on the airline ticket, boarding pass and baggage check, and are subject to all applicable government regulations that establish the limit of the air carrier's liability. Once filed with and approved by federal regulatory authorities, any amendments or changes in the general terms and conditions of carriage of the concerned air carrier are not subject to additional public notice and are legally binding. Any unused portion of an airline ticket on the dates specified cannot be used for travel on another flight, and upon request, may be subject to a partial refund of certain taxes and fees in accordance with Transat's terms and conditions.

**Refusal to transport/removal of Customer:** Transat shall not be liable for refusal for its or another air carrier's refusal to transport Customers caused by one of the following circumstances: a Customer fails to register for a flight (no show), a Customer jeopardizes public safety, a Customer does not hold the proper travel documents or the latter are invalid, a Customer violates or may violate any applicable law, if the final payment is not honored; or Transat or the air

carrier deems it necessary to deny boarding of a Customer in order to prevent any danger or risk to such Customer or to any other person or property, or to ensure the safe conduct of the flight.

This section also applies to, with the necessary adjustments, ground and maritime transportation.

## MINORS

A Customer who is a minor pursuant to the laws of the country of travel must be accompanied by a parent or a legal guardian that is over the legal age in such country and must share the same room. Air navigation orders adopted by Transport Canada allow infants (under 2 years of age at date of completion of travel) to travel free of charge provided they do not occupy a seat (the purchase of a tourist card may be required for certain destinations). A flight reservation must be made for this purpose and no meal service will be provided. Please consult the air carrier to enquire about the conditions and fees applicable to the transportation of unaccompanied minors.

## TRAVEL INSURANCE

Transat highly recommends the purchase of travel insurance at time of booking to cover against unexpected events, namely trip cancellation, damage or loss of, or damage to luggage and insurance covering medical and hospitalization costs abroad. Insurance premiums are payable in full at time of booking. Please contact your travel agent or visit the Website for more information on the various insurance plans available.

## TRAVEL DOCUMENTS

A valid Canadian passport is the only reliable and universally travel and identification document available to Canadians for the purpose of international travel. Certain countries require that passports be valid for six (6) months beyond the date of return to Canada. It is the full responsibility of the Customers to obtain, at their own expense, all necessary travel documents required by the relevant government authorities, including all ports of call, and to comply with the various laws thereof. Canadian citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be required for permanent residents/landed immigrants who are not Canadian citizens. Minors travelling with only one parent or legal guardian may have to obtain a signed consent letter by the other parent authorizing the child to travel.

Customers are fully responsible for obtaining the required travel documents and must ensure they have the necessary documents in hand prior to departure. For more information on required travel documents, please visit [www.travel.gc.ca](http://www.travel.gc.ca). Customers who fail to provide the required documents may be denied boarding privileges by the carrier, cruise line or relevant authorities, without further recourse or the possibility of a refund. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be issued for lost or stolen travel documents. Transat shall not be liable for any assistance or information provided by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given verbally, in writing or otherwise, or for any adverse consequences to any Customer resulting from failure to obtain such documents or to comply with such laws.

## CUSTOMER ADVISORY

Certain events are part of normal unpleasant occurrences which may arise when travelling abroad. The Customer realizes this possibility, solely assumes the consequences thereof and agrees that Transat cannot be held responsible for any damages owing to such occurrences as outlined hereafter.

**Living standards:** Customers are asked to bear in mind and accept that living standards, including sanitary conditions, local practices, religions, political regimes, as well as the conditions with respect to the provision of public utilities, services and accommodations at destination, may differ from those in Canada.

**Service disruptions:** Some services including local public water, electricity, air conditioning, hot water, security measures and other services or benefits may be partially or completely suspended or interrupted during the Customer's stay. Likewise, depending on the hotel's occupancy rate, à la carte dining may be replaced by buffet dining or vice-versa.

**Food, water and beverages:** The quality of food, water and beverages served abroad may differ from North American standards and therefore may lead to health issues or illness. As such, Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

**Social and sports activities:** Some social activities, organized sports and entertainment, as well as the use of sports equipment in participating hotels, are included in packages and as such, do not impact the cost of packages. These added benefits vary and are subject to change or cancellation without notice at any time during the Customer's stay.

**Insects:** Insect life thrives in certain climates and can therefore be commonly found inside and outside of any hotel, regardless of its classification. Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

**Natural phenomena:** It is possible that certain natural phenomena may occur at times, causing temporary or permanent changes to the natural landscape.

**Construction and maintenance:** In order to maintain the quality of services, resorts must regularly undergo routine maintenance, improvement and renovation work and, in some instances, expansion. Whenever construction or maintenance work likely to interfere with the use and enjoyment of any accommodation is brought to the attention of Transat, every reasonable effort will be deployed to promptly notify Customers however, Transat cannot be held accountable for any inconvenience caused to them.

**Religious holidays, school breaks, elections and conventions:** Certain inconveniences, such as cancellation or unavailability of some Services, may arise when travelling during periods designated as religious holidays, school breaks, elections or conventions. Given that these periods vary according to the country and relevant authorities, it is practically impossible for Transat to provide any indication of such dates. The Customer acknowledges this and solely assumes the possible consequences of travelling during these periods.

## ROOM, CABIN AND HOTEL ALLOCATION

Hoteliers and cruise lines are solely responsible for room and cabin allocation in accordance with the category reserved by the Customer. Transat has no responsibility with respect to the location, decor, furnishings or type of bed in a room or a cabin, which may vary in accordance with the location of the room on the hotel premises or that of the cabin on the ship. Should a Customer choose to alter the room or cabin category upon arrival at destination, such change may be made subject to availability and payment of additional fees. Please contact the local representative (or the hotelier) at destination for any hotel room change or the Guest Relations Services Office on the ship for any cabin change.

Where "accommodation or equivalent category" appears, the accommodation listed is not guaranteed and the supplier will have sole discretion in choosing an alternative of the equivalent category. Customers will be informed of the accommodations reserved on their travel documents prior to the date of

departure. Transat cannot be held liable for the supplier's selection.

### **HOTEL CHECK-IN AND CHECKOUT**

The Customer acknowledges and accepts that check-in time for most hotels is between 12 PM and 3 PM and that checkout time can be as early as 11 AM on the day of departure. The hotelier will advise the Customer at check-in of the appropriate checkout time. Whenever meals and drinks are included in a package, the Customer is eligible for said services from the time of check-in until the time of checkout.

### **CUSTOMERS WITH SPECIAL NEEDS**

Customers requiring special services or assistance while travelling must advise their travel agent (or Transat) and the air carrier of any and all specific needs at time of booking so that appropriate measures can be taken to allow access to air travel and accommodations.

### **CHANGES TO TRAVEL SERVICES BY TRANSAT**

If certain booked Services are no longer available prior to the Customer's departure or after arrival at destination, Transat reserves the right to replace them with comparable Services, or alternatively, to cancel them. If the replacement Services are of lesser value, Transat's liability shall be limited to the sole difference in cost. If the replacement Services are of greater value, the Customer will be required to disburse an amount equal to the difference between the price of the Services purchased and that of the replacement Services. The Customer will be entitled to refuse such replacements if they occur prior to departure. In such a case and in the event of a cancellation, Transat's liability shall be limited to the reimbursement of the price of Services paid by the Customer.

Itineraries and times indicated on the Website are for reference only and are subject to change. Itineraries, tours, accommodations or means of transportation are subject to change without notice. Local tour operators and guides reserve their right to alter or substitute alternative itineraries with or without prior notice to the Customer, such decision being final and without any recourse against Transat.

### **CHANGE AND CANCELLATION FEES**

In certain circumstances, Transat or the supplier will allow Customers to make certain changes to their reservation. If such changes are not allowed or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees for the Services will apply. The applicable fees are indicated at the end of these terms and conditions.

### **CUSTOMER RESPONSIBILITY**

**Statement to the travel agent:** Customers are responsible for advising their travel agent of their intentions, expectations and needs, as they relate to the proposed travel, before the reservation is completed.

**Health:** Customers whose physical condition so requires must ensure that they have a sufficient quantity of any required medication (prescription or other) and that such medication be stored in their carry-on baggage at all times. Customers must also consult competent medical authorities prior to departure to enquire about preventive medical measures to be taken as regards the country visited. Customers are also responsible for ensuring that they are fit to travel. As certain excursions can be strenuous, please enquire before booking

**Pregnant women:** The air carrier may refuse pregnant women for whom air travel may involve a risk to themselves or their unborn children. In these cases, a medical certificate establishing the due date and fitness to travel may be required prior to departure. Please ask your travel agent for the air carrier's policy in this regard.

**Sports and activities:** Sports and other activities described on the Website are provided for information purposes only and are not meant to incite Customers in any way to participate in them. Transat cannot be held responsible for any accident or mishap occurring at destination during the practice of any sport or activity in which Customers participate of their free will and initiative.

### **FORCE MAJEURE**

Transat shall not be liable for any claim, loss or damage to a person or to property, cost, expense, inconvenience, loss of enjoyment or of time, disappointment or frustration, either mental or physical, resulting from any delay, cancellation, accident, illness, injury or death, resulting from, but not limited to:

- Any act of god or force majeure or of a third party;
- Any war, revolution, insurrection, riot, embargo, terrorist act or consequences thereof, nuclear disaster or any other unlawful act against public order or authority;
- Any fire, flood, explosion, earthquake, volcanic eruption, epidemic, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather condition;
- Any accident to or malfunction of an aircraft, ship or any equipment used in connection therewith, loss of or hijacking of an aircraft or a ship, or any shortage of or inability to provide labor, fuel or facilities;
- Any strike, lockout, labor dispute or other labor relations issue or other industrial disturbance whether involving Transat employees, employees of its suppliers or others upon whom Transat relies;
- Any decision of any governmental authority or legislative body having jurisdiction in the circumstances, and whose action or inaction may affect the conduct of Transat's operations;
- Any default from a supplier upon whom Transat relies for the performance of the whole or any part of the Services described and provided herein; or
- Any other occurrences beyond the reasonable control of Transat, whether actual, threatened or reported, which may interfere with Transat's operations or that of its suppliers.

### **EXCLUSION OF LIABILITY**

Transat makes arrangements with air carriers, cruise lines, hoteliers, local tour operators and other independent parties to provide Services to the Customer. Although Transat takes care in selecting its suppliers, it has no control over them and cannot be held responsible for their actions, omissions, faults or negligence or that of their employees or sub-contractors, nor for any loss or damages suffered as a result thereof. Services provided are subject to the conditions imposed by the suppliers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements. The terms and conditions of this section shall extend to and benefit all of Transat's representative, agents and employees.

## EXCURSIONS AND À LA CARTE VISITS

Customers may wish to participate in optional à la carte visits, excursions, sightseeing tours or other activities (collectively, the “excursions”) that may be offered by Transat on behalf of local suppliers for an additional fee. These excursions are purchased at the Customer’s sole risk, and Transat shall not be held liable for the quality or safety of such excursions that are organized and conducted by a third party supplier who may adhere to security standards and norms that may differ from those of the Customer’s country of origin. Any written or verbal contract and representation for such excursions shall be deemed to have been made between the Customer and the supplier of such excursions and shall be undertaken at the Customer’s own risk of loss, damage or injury. Transat shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such excursions.

## COMMENTS AND CLAIMS

Should a Customer require assistance to remedy any problem at destination, the Customer must immediately contact the Transat representative. Alternatively, the Customer must contact the local representative, tour guide or hotel manager at destination or Transat at the following e-mail address: [customerrelations@transat.com](mailto:customerrelations@transat.com). If a problem cannot be resolved or dealt with immediately, Customers are requested to forward their comments or claims in writing to their travel agent or Transat within 30 days of the date of return.

## CONFIDENTIALITY

Transat protects the confidentiality of the personal information of its Customers in accordance with applicable laws. Please follow this link to view our [Privacy Policy](#).

## APPLICABLE LAW

This contract is deemed to be executed and governed by the laws of the province in which the Canadian gateway city is located. The voiding of one or other of the clauses hereto shall neither annul nor invalidate these terms and conditions.

## CHANGE AND CANCELLATION FEES – PACKAGES, À LA CARTE ACCOMMODATIONS, AIR TRANSAT FLIGHTS AND CAR RENTALS

The following outlines the various changes permitted and the applicable fees payable per person (plus taxes) with respect to certain Services booked. Fees apply to each change requested by the Customer and are cumulative. Changes indicated with an asterisk (\*) are subject to prior approval of the supplier and the Customer must pay any price difference for the Services between the date of reservation and the date of the change (excluding any applicable promotion) in addition to the applicable change fees (no reimbursement will be provided if the price of the Services is lower further to the change).

**IMPORTANT:** Transat or a supplier may occasionally offer special rates for certain hotels or types of rooms therein for which no change will be allowed without penalty. These special rates bear the words “non-refundable tariff” or “no changes allowed” and the terms and conditions hereafter will therefore not apply.

## PACKAGES

### **Name correction**

1 day or more prior to departure: No charge  
Less than 24 hours prior to departure: Not allowed

### **Change of name or passenger**

Not allowed.

### **\*Change of departure date, hotel or destination**

22 days or more prior to departure: \$150  
21 days or less prior to departure: Not allowed

### **\*Change of room category**

8 days or more prior to departure: \$50 (per room)  
7 days or less prior to departure: Not allowed

### **\*Change of room occupancy<sup>1</sup>**

8 days or more prior to departure: \$50  
7 days or less prior to departure: Not allowed

### **Any other change**

Consult your travel agent.

### **Cancellation**

46 days or more prior to departure: \$250  
45 to 22 days prior to departure: 50% of total cost  
21 days or less prior to departure: 100% of total cost

## À LA CARTE ACCOMMODATIONS<sup>2</sup>

### **Name correction**

4 days or more prior to check-in: No charge  
3 days or less prior to check-in: Not allowed

### **Name change<sup>3</sup>**

8 days or more prior to check-in: \$50  
7 days or less prior to check-in: Not allowed

**\*Change of room category**

8 days or more prior to check-in: \$50 (per room)

7 days or less prior to check-in: Not allowed

**\*Change of room occupancy<sup>4</sup>**

8 days or more prior to check-in: \$50

7 days or less prior to check-in: Not allowed

**Cancellation – hotel room<sup>5</sup>**

4 days or more prior to check-in: \$100

3 days or less prior to check-in: 100% of total cost (maximum 3 nights)

**AIR TRANSAT FLIGHTS****Name correction**

1 day or more prior to departure: No charge

Less than 24 hours prior to departure: Not allowed

**Change of name or passenger change**

Not allowed.

**\*Change of flight, departure date or destination**

1 day or more prior to departure: \$300 (per segment)

Less than 24 hours prior to departure: Not allowed

**Any other change**

Consult your travel agent.

**Cancellation**

46 days or more prior to departure: \$300

45 to 8 days prior to departure: \$350

7 days or less prior to departure: 100% of total cost

**CAR RENTALS****Cancellation: car rental**

1 day or more prior to pick-up: \$25<sup>6</sup>

**Cancellation: Sixt car rental**

4 days or more prior to pick-up: \$25

3 days or less prior to pick-up: 100% of total cost

<sup>1</sup>In the case of a change of occupancy in a room, any price difference will be borne by the Customer who will occupy the room further to such change.

Note: The above-mentioned changes are applicable only to packages including an Air Transat flight.

<sup>2</sup>Excludes Apart'Hotel Citadines St-Marks Islington (London, UK). Please see the applicable change and cancellation terms with respect to hotels, studios, apartments and villas in the **Change Fees – Other Services** and **Cancellation Fees – Other Services** sections hereafter.

<sup>3</sup>One name change per reservation.

<sup>4</sup>In the case of a change of room occupancy, any price difference will be borne by the Customer who will occupy the room further to such change.

<sup>5</sup>Cancellation fees for stays of 15 nights or more at the various Apart'Hotel Citadines (excluding St-Marks Islington (London, UK)) and the Hipark Résidence in Nice, France are equal to the total cost of a 5 night stay.

<sup>6</sup>In addition to any cancellation fees required by the car rental company.

**CHANGE FEES – OTHER SERVICES****Name correction or change of name or passenger**

Such changes are not permitted and will be treated as a cancellation and the applicable cancellation fees will apply.

**Change to cabin occupancy**

Such change is permitted prior to the final payment date, subject to availability and/or payment of certain fees, and the price will be adjusted to reflect the new cabin occupancy and shall be payable at the time of such change. The applicable cancellation fee applies to a cabin occupancy change after final payment date.

**Changes made subsequent to departure date**

If such change is permitted at the discretion of Transat and the supplier, additional fees may be charged to the Customer. No refund will be issued for a price change resulting in a lower price.

**Any other change**

Consult your travel agent.

**CANCELLATION FEES – OTHER SERVICES**

The applicable cancellation periods in days prior to departure (or in days prior to arrival for accommodation Services described below only) and cancellation fees per person and/or per room or lodging unit for accommodation Services and vouchers are described below. Cancellation fees may be stated in dollars (\$) or percentage (%) of the total cost of the Services (including all taxes and fees). Cancellation fees may vary for certain itineraries/ sailings and for promotional and group fares and are subject to change without notice:



**Domestic flights, connecting flights and flights offered by an air carrier other than Air Transat:** 100% of total cost at all times.

**Apart'hotel Citadines St-Marks Islington:** Stays of 1 to 29 nights – 8 days or more: no charge; 7 days or less: total cost of 7 nights; stays of 30 nights or more – 15 days or more: no charge; 14 days or less: total cost of 14 nights.

**Hotels in Greece:** 15 days or more: 1 night penalty; 14 to 8 days: 50% of total cost; 7 days or less: 100% of total cost.

**Celestial Olympia cruise (or equivalent):** 21 days or less: 100% non-reimbursable.

**Studios and apartments:** 31 to 16 days: 25% of total cost; 15 to 9 days: 50% of total cost; 8 to 3 days: 75% of total cost; 2 days or less: 100% of total cost.

**Villas:** 60 days or more: 15% of total cost; 59 to 45 days: 25% of total cost; 44 to 30 days: 50% of total cost; 29 days or less: 100% of total cost.

**Go-As-You-Please vouchers (B&B, hotels and inns):** With a pre-booked hotel reservation – 15 days or more: 10% of total cost (minimum of \$50); 14 to 8 days: 50% of total cost; 7 to 4 days: 75% of total cost; 3 days or less: 100% of total cost. Cancellation of voucher with no pre-booked reservation: 25% of total cost.

**Excursions, à la carte visits, show tickets and travel insurance policies:** 100% of total cost at all times.

## OPTION FLEX TERMS AND CONDITIONS

### DESCRIPTION

The Option Flex program ("Option Flex") is offered by Transat Tours Canada Inc. ("Transat") at a cost of \$89 per person for Customers purchasing Europe packages featured on the Website. Option Flex must be purchased at time of booking along with the required deposit and is not refundable. Option Flex is not available for group bookings, flights only, cruises, guided tours, à la carte accommodation, "Spain and Portugal" packages and packages including car rentals and/or transfers by train, plane, cruise, ferry, high-speed boat or transatlantic flights operated by a carrier other than Air Transat. With Option Flex, the Customer has the flexibility to make a change or a cancellation to their booking as described hereafter, and Transat will waive its right, where applicable, to increase the price of the package after the booking date on account of the air carrier's surcharges.

The Customer may benefit from only one change or cancellation under Option Flex. Any request for change of departure date, destination or hotel or cancellation of a trip must be made through the Customer's travel agent and be received by Transat at least 72 hours prior to departure, and in the case of a name or passenger change, up to 7 days prior to departure. If the Customer's travel agent is unavailable, the Customer may make a change or cancellation request by contacting Transat at 1-866-322-6649 (24 hours a day, 7 days a week). The date of the change or cancellation will be deemed to be the date on which such a request is received by Transat. Any change or cancellation request not received within these timelines will not be accepted and the cancellation fees outlined in the *Change and Cancellation Fees* section above will apply if the Customer does not travel.

If a change or a cancellation is permitted, the Customer must repurchase Option Flex at the time of said change or cancellation in order to be entitled to these benefits for future travel.

### CHANGES

The following changes are permitted under Option Flex: a) change of name or passenger; b) change of departure date, hotel or destination; c) change of room category; or d) change in room occupancy. Certain changes are subject to availability.

If the requested change cannot be made within the timetable indicated above, Transat may offer alternate solutions to the Customer; if such alternate solutions are not acceptable to the Customer or if none are offered by Transat prior to the scheduled departure date, the Customer will then have the option to change the departure date and destination and select a new Transat package or cancel the booking as described herein. In the case of a change of departure date, hotel or destination, the Customer must reserve a new Transat package through their travel agent and travel at the latest twelve (12) months from the initial departure date.

Any price differential resulting from any change or the selection of a new package must be paid by the Customer (and in the case of a change in room occupancy, by the Customer who will occupy the room further to such change). No refund will be issued if the price of the new package or hotel room thereof is lower following such change.

In the case of a change of name or passenger, the total package price must be paid on the date of such change and the new passenger will have to provide any identification required by Transat and a written consent signed by both the original and the new passenger confirming such transfer of package.

### CANCELLATION

In the event of a cancellation, a refund of the Customer's package in the original payment method or Option Flex travel credits will be provided within a period of approximately 15 days, in accordance with the terms stated below. As well, a waiting period of 15 days from the date of cancellation will apply before a new booking can be made by the Customer. If Option Flex travel credits are provided as part of the refund, they will be credited to the Customer's account with their travel agent and may be used for the future purchase of any Transat travel product. Option Flex travel credits remain valid for 12 months following the initial departure date and must be used in the same timeframe, and are non-transferable and non-refundable.

- **46 days or more prior to departure:** The amount of the deposit paid or of any payment made up to \$250 in Option Flex travel credits and the balance in the original mode of payment (excluding fees for Option Flex and tourist cards);
- **45 to 22 days prior to departure:** 50% of the total price of the package in Option Flex travel credits and the balance in the original mode of payment (excluding fees for Option Flex and tourist cards);
- **21 to 3 days prior to departure:** 100% of the total price in Option Flex travel credits (excluding fees for Option Flex and tourist cards). The Option Flex program is not a travel insurance plan and does not replace such insurance coverage, both of which should be purchased prior to departure.

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Transat Tours Canada Inc., doing business as Transat, is registered as a travel agent in Québec (reg. no. 754241), a travel wholesaler in Ontario (reg. no. 50009486) and a travel agent/wholesaler in British Columbia (reg. no. 2454), with offices at Place du Par, 300 Léo-Pariseau, Suite 500, Montreal, Québec H2X 4C2 • 191 The West Mall, Suite 800, Etobicoke, Ontario, M9C 5K8 • 1090 West Pender Street, Suite 1110, Vancouver, British Columbia, V6E 2N7.