

## TERMS AND CONDITIONS – EUROPE 2016/2017

The purchase of packages, flights, accommodations, car rentals, excursions, à la carte visits 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.

TRANSAT has put forth all necessary efforts to ensure that all the information on this website on the date of posting is accurate. However, changes to the Services, descriptions, prices and terms and conditions can take place at any time after their initial posting, namely to add new services, correct errors and omissions or for several other reasons beyond our control. These changes will be published on our website or through notices to our travel agents. In the event of any discrepancy between the terms and conditions of the Europe 2016-2017 brochure in paper format and those on this website, the terms and conditions appearing on the latter website shall prevail. Therefore, please contact your travel agent or visit our website to verify if any such changes or additions have been made prior to booking.

### SERVICES

Packages described on this website include, unless otherwise indicated, roundtrip flight from your selected departure city, roundtrip airport/hotel transfers at destination, accommodation according to the length of the stay, category of room and occupancy selected, and if applicable, other service offerings related to such package, taxes and service charges (unless otherwise indicated).

Accommodations include lodging according to the length of the stay, category of room and occupancy selected and all hotel charges (unless otherwise indicated). Accommodations may be provided in an à la carte hotel or through the rental of studios, apartments or villas.

Car rentals are subject to the terms and conditions that will vary in accordance with the car rental agency and country of rental. Please review the description of various car rental services available on this website.

The Services do not include personal expenses, tips, telecommunication fees or any other services or activities that are not specifically described herein. Certain cruise lines may, in certain circumstances, 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 are set based upon the prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect at the time of posting on our website. All prices are valid at the time of posting on this website 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 and service fees, and exclude the contribution of \$1 per \$1,000 of Services purchased representing the contribution to the *Compensation Fund for Customers of Travel Agents* applicable to Québec residents only.

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 or based on an erroneous price.

For Services booked through a travel agent licensed in Québec, prices may only be increased in the event of the imposition of a fuel surcharge by the carrier 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 comparable value. 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 choose 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 AND TRANSMISSION OF TRAVEL DOCUMENTS

Any reservation of Services must be accompanied by a deposit in the amounts described below which must be paid to TRANSAT at the time of booking. Final payment for the Services must also 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/sailings, hotel accommodations, promotional fares, groups and cruise line air/sea programs. Connecting flights and insurance premiums are payable in full at the 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:** D: \$250 — 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
- **Long-Term Car Rental (Peugeot/Renault/Dacia):** D: \$90 per vehicle— FPD: 45 days
- **Short-Term Car Rental:** D: \$25 per vehicle — FPD: 45 days
- **Go-As-You-Please Voucher Program (B&B, hotels 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 the time of reservation

If final payment is not received within the required period, TRANSAT reserves the right to cancel any such reservation and charge cancellation fees without prior notice and without recourse by the Customer. The applicable cancellation fees are described at the end of the terms and conditions.

Airline tickets and other travel documents will only be delivered or transmitted to 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 airline tickets, vouchers and other travel documents is accurate and consistent with the reservation.

## PAYMENT BY CREDIT CARD

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

TRANSAT reserves the right to cancel any reservation without prior notice and without recourse by the Customer if credit card charges are not honored.

## PROMOTIONS

This website describes the following promotions, namely: the "**Reserve your Europe**" promotion which applies to new individual bookings of packages for a minimum 7 night stay made through travel agents by March 31, 2016 for travel between May 1, 2016 and April 30, 2017. This promotion does not apply to groups, flights, cruises or à la carte accommodations. The amount of deposit required upon booking a package by March 31, 2016 will be \$100 instead of \$250. As well, the client will benefit from our **Best Price Guarantee ("Guarantee")** which applies to a package which must be the same as the one originally booked and must be available at the time such Guarantee is invoked by the Customer. The maximum reimbursement cannot exceed \$200 per adult or \$100 per child and may only be applied once per reservation and upon the Customer's request. This Guarantee is not valid within 30 days of departure. By booking by March 31, 2016, the Customer will receive a non-transferable travel credit of \$50 per adult and \$25 per child for the future purchase of TRANSAT products which must be redeemed no later than October 31, 2017.

Except as stipulated above, these promotions may not be combined and apply to the Services described on our website, as the case may be, and are subject to any applicable restrictions. TRANSAT reserves the right to modify the conditions and withdraw any promotion at any time without notice.

## FLIGHTS AND AIR, SEA AND GROUND TRANSPORTATION

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

**Changes:** Flights offered by TRANSAT are conducted in accordance with the applicable tariff of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariff.

**Schedule Check and Connecting Flights:** Flight times, even as they appear on an airline ticket, are subject to change without notice. Flight schedules may be altered due to various circumstances over which the air carrier or TRANSAT has no control. Customers having purchased a package or a flight with TRANSAT are entirely responsible for verifying flight times with the air carrier (or TRANSAT's destination representative) during the 24-hour period immediately preceding departure 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 the flight

departure time or in the event of any flight cancellation. Customers with connecting flights have the responsibility to allow themselves sufficient time to make their connection. TRANSAT will not be liable for any schedule change or missed flight connection, including any additional costs incurred and special, incidental or consequential damages (including namely the loss of revenue or salary or the loss of vacation days) arising from the foregoing.

**Airport Check-In:** It is recommended that Customers arrive at the airport check-in counter at least 3 hours prior to departure, failing which their reservation may be cancelled and their seat assigned to another customer, with no right of recourse.

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

**Baggage:** Air carriers have individual rules and regulations with respect to baggage weight, size and number. Also, the authorized baggage allowance granted by air carriers may vary depending on the city of departure or return of a flight. Customers must consult their travel agent or air carrier for applicable restrictions. Baggage and property are transported, stored and handled at owner's risk at all times.

**Prohibited Items in Checked or Carry-On Baggage:** It is recommended that Customers consult [Transport Canada's](#) website prior to travel to determine if any restrictions apply to items in their checked or carry-on baggage or on their person that may pose a danger if carried by air.

**Other Applicable Conditions and Limitation of Liability of the Air Carrier:** The air carriage conditions as well as claims relating to the loss of and 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 and the conditions of contract appearing on the airline ticket 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 to the applicable air carrier's general terms and conditions of carriage are not subject to additional public notice and are legally binding. Any unused portions of tickets cannot be used for travel on other flights and, upon request, may be subject to a partial refund of certain taxes and fees upon request according to TRANSAT's terms and conditions.

**Refusal to Transport / Removal of Customer:** TRANSAT shall not be liable for its or another air carrier's refusal to transport Customers caused by one of the following circumstances: a Customer who fails to register for a flight (no show), a Customer who jeopardizes public safety, a Customer who does not hold the proper travel documents or the latter are invalid, a Customer who violates or may violate any applicable law; 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, with such applicable modifications as the circumstances may require, to maritime and ground transportation.

## MINORS

A Customer who is a minor pursuant to the laws of the country of destination must be accompanied by a parent (or a legal guardian) who has reached the legal age of majority in such country and must share the same hotel room. Air navigation orders adopted by Transport Canada allow for infants (under 2 years of age at date of completion of travel) to travel at reduced prices provided they do not occupy a seat. 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 any unexpected events, namely trip cancellation, damage or loss of luggage and insurance covering medical and hospitalization costs abroad. Consult your travel agent or this website for more information.

## TRAVEL DOCUMENTS

A valid Canadian passport is the only reliable and universally accepted evidence of Canadian citizenship and is required to travel everywhere and at all times outside of Canada. Certain countries require that passports be valid for 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 all 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 is required for permanent residents/landed immigrants who are not Canadian citizens. Any minor is required to hold a valid passport before traveling internationally. Furthermore, minors travelling with only one parent (or legal guardian) may have to obtain a signed affidavit by the other parent authorizing the child to travel.

The Customer is responsible for obtaining the required travel documents and must have said documents in hand prior to departure. For more information on required travel documents, please consult [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 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 incomplete. No refund or replacement will be provided for lost or stolen travel documents. TRANSAT shall not be liable for any aid or information provided by its employees or the travel agent in connection with obtaining the necessary travel documents or complying with any laws, whether given verbally, in writing or otherwise, or for any adverse consequences suffered by a 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 can happen while 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.

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

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

**Food, Water and Beverages:** Food, water and beverages served abroad may differ from Canadian standards and therefore may be the cause of health problems 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 and sports activities, sports equipment, as well as entertainment organized by participating hotels or cruises and included in packages are offered free of charge and, as such, do not impact the cost of the packages. These added benefits vary and are subject to change or cancellation at any time during the Customer's stay without notice.

**Insects:** Insect life thrives in certain climates and makes no distinction between low, intermediate or higher-priced hotel accommodations.

**Construction and Maintenance:** In order to maintain the quality of services, hotel complexes must regularly undergo maintenance, improvement and renovation work and, in some instances, expansion. Whenever construction or renovation 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.

**Holidays, School Breaks, Elections and Conventions:** Certain inconveniences, such as cancellation or unavailability of some Services, may arise when travelling during periods designated as school breaks, holidays, elections or conventions. Given that these periods vary according to the country visited 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 AND STATEROOM ALLOCATION

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

## CHECK-IN AND CHECK-OUT CONDITIONS

The Customer acknowledges and accepts that it is customary for hoteliers to request that occupants check in between 1 PM and 3 PM and check out by 11 AM on the scheduled day of departure (or by noon on the day immediately preceding an early night departure). The hotelier will advise the Customer at check-in of the appropriate check-out time. Whenever meals and/or drinks are included in a package, the Customer is eligible for said services from the time of check-in until the time of check-out.

## CUSTOMERS REQUIRING SPECIAL CARE AND ASSISTANCE

Customers requiring special care, assistance or attention while travelling must advise TRANSAT and the air carrier of any and all specific needs at the time of booking so that appropriate measures can be taken for access to air transportation and hotel or cruise ship accommodations.

## CHANGES TO TRAVEL SERVICES BY TRANSAT

If 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 described on this website are for reference only and are subject to change. Similarly, accommodations, sightseeing tours or means of transportation are subject to change without notice. Local service providers, cruise lines and tour guides reserve their right to alter or substitute itineraries with or without prior notice to the Customer, such decision being final and without any recourse against TRANSAT.

## CHANGES MADE BY THE CUSTOMER

In certain circumstances, TRANSAT or the supplier may allow that a change be made to the reservation by the Customer. If such change is not permitted or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees will apply. Please consult the applicable change and cancellation fees sections at the end of the terms and conditions.

## CUSTOMER RESPONSIBILITY

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

**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 hand luggage 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 countries being visited. Please consult [www.travel.gc.ca](http://www.travel.gc.ca) to view information specific to your destination. Customers are also responsible for ensuring that they are fit to travel.

**Pregnant Women:** Air carriers may refuse pregnant women for whom air travel may involve a risk to themselves or their unborn children. Also, as cruise ships are not equipped to offer assistance during pregnancy and child birth, passengers who will have entered their 24<sup>th</sup> week of pregnancy by the time travel concludes will not be accepted. In these cases, we recommend that a medical certificate establishing the due date and the ability to travel be obtained prior to travel. Please consult this website for our policy or contact your travel agent for more information regarding the cruise line's policy.

**Sports and Activities:** Descriptions of sports and other activities contained on this website are provided for information purposes only and are not meant to incite the 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 and/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, due to:

- An act of god, of force majeure or of a third party;
- A war, revolution, insurrection, riot, blockage, terrorism or act of terrorism, or any other unlawful act against public order or authority;
- A fire, flood, explosion, earthquake, volcanic eruption, epidemic, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather condition;
- An accident 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, labour relations issue or other industrial disturbance whether involving TRANSAT employees, the employees of its service providers 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 by a supplier upon whom TRANSAT relies for the performance of the whole or any part of the Services described and provided hereunder;
- Any other occurrences beyond the reasonable control of TRANSAT, whether actual, threatened or reported, which may interfere with the operations of TRANSAT or that of its service providers.

## EXCLUSION OF LIABILITY

TRANSAT makes arrangements with air carriers, hoteliers, cruise lines, local tour operators and other independent parties to provide the Customer with Services. Although TRANSAT takes care in selecting its service providers, it has no control over them and cannot be held responsible for their actions, omissions, fault 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 service providers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

The present terms and conditions of this section shall extend to and benefit all of TRANSAT's representatives, agents and employees.

## EXCURSIONS AND À LA CARTE VISITS

Customers may wish to participate in optional excursions, à la carte visits or 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 and subject to security standards and norms that may differ from those in the country of origin of the Customer. Any written or verbal contract or 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.

## CONFIDENTIALITY

TRANSAT protects the confidentiality of the personal information of its customers in accordance with applicable laws. We invite you to consult TRANSAT's [Personal Information and Privacy Protection Policy](#).

## COMMENTS AND CLAIMS

Should a Customer require assistance to remedy any problem at destination, the Customer must immediately contact the TRANSAT destination representative. When the Services do not include access to a TRANSAT representative, the Customers must either contact the local representative, hotel manager, onboard purser or TRANSAT directly 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 to TRANSAT within 30 days from the date of return.

## APPLICABLE LAWS

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 ACCOMMODATION, AIR TRANSAT FLIGHTS, LONG-TERM AND SHORT-TERM CAR RENTALS

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

**IMPORTANT:** TRANSAT or a supplier may, from time to time, offer special rates for certain hotels or types or rooms for which changes will be allowed without penalty. These special rates bear the words "non-refundable" 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 (packages only)**

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 – packages**

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

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

## À LA CARTE ACCOMMODATIONS <sup>1</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>2</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>3</sup>**

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

### **Cancellation – à la carte accommodations <sup>4</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)

<sup>1</sup> Excludes Apart'hotel Citadines St-Marks Islington (London, UK). See the applicable change and cancellation terms with respect to these hotels, studios, apartments, and villas in the *Change Fees AND Cancellation Fees – Cruises and Other Services* sections hereafter.

<sup>2</sup> One name change per reservation is allowed.

<sup>3</sup> In case of a change of room occupancy, any price difference will be borne by the customer(s) who will occupy the room further to the change.

<sup>4</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 Nice (Nice, France) are equal to the total cost of a 5 night stay.

## 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**

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 – flight**

61 days or more prior to departure: \$250  
60 to 8 days prior to departure: \$300  
7 days or less prior to departure: 100% of total cost

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

## LONG-TERM AND SHORT-TERM CAR RENTALS

### **\*Change: Peugeot long-term car rental**

27 days or more prior to pick-up: \$150  
26 to 22 days prior to pick-up: \$480  
21 days or less prior to pick-up: \$1,300

### **Change: Renault/Dacia long-term car rental <sup>1</sup>**

27 days or more prior to pick-up: \$150  
26 to 22 days prior to pick-up: \$480  
21 days or less prior to pick-up: \$1,300

### **Cancellation: Peugeot long-term car rental**

27 days or more prior to pick-up: \$150  
26 to 22 days prior to pick-up: \$480  
21 days or less prior to pick-up: \$1,300

**Cancellation: Renault/Dacia long-term car rental**

27 days or more prior to pick-up: \$150  
26 to 22 days prior to pick-up: \$480  
21 days or less prior to pick-up: \$1,300

**Cancellation: short-term car rental**

4 days or more prior to pick-up: \$25  
3 days or less prior to pick-up: \$25<sup>2</sup>

**Cancellation: Sixt short-term 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>Changes apply only to the type of vehicle, place of delivery and name change.

<sup>2</sup>In addition to any cancellation fees required by the car rental agency.

## CANCELLATION FEES – CRUISES AND 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:** 1 to 29 night stays – 8 days or more: no charge; 7 days or less: total cost of 7 nights; 30 night stays 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.

**Celestyal 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) :** If a hotel reservation has been made – 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.

## CHANGE FEES – CRUISES AND OTHER SERVICES

**Name correction or change of name or passenger**

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

**Change to stateroom 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. A change of stateroom occupancy after final payment date will not be permitted and will be considered as a cancellation.

**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 given for a price change resulting in a lower price.

**Any other change**

Consult your travel agent.

## OPTION FLEX TERMS AND CONDITIONS

### DESCRIPTION

The Option Flex program ("Option Flex") is offered by Transat Tours Canada Inc. ("TRANSAT") at a cost of \$89.00 per person for the purchase of packages described on this website. Option Flex must be purchased at the time of booking along with the required deposit and is non-refundable. Option Flex is not available for group bookings, cruises, guided tours, flights and à la carte accommodation, as well as packages including transfers by train or by air, a cruise, a ferry, a high speed boat or a transatlantic flight with an air carrier other than Air Transat. The Customer will have the flexibility to make a change or a cancellation to the booking as described hereafter and TRANSAT will waive its right, where applicable, to increase the price of the package after the booking date in the event of a new fuel or exchange rate surcharge.

Under Option Flex, a Customer may benefit from only one change or cancellation. Any request for change or cancellation must be made directly to 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, at least 72 hours 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. A change or cancellation request not received by TRANSAT within these timelines will not be permitted and the cancellation fees described in the *Changes and Cancellation Fees* outlined above will apply if the Customer does not travel. If a change or a cancellation is permitted, the Customer must repurchase Option Flex in order to benefit from the advantages of the program for any 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 of room occupancy.

Certain changes are subject to availability. If the requested change cannot be made prior to departure, 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, Customers must select a new TRANSAT package through their travel agent and travel at the latest six (6) months after the initial departure date.

Any price differential resulting from any change or the selection of a new package must be paid by the Customer. In the case of a change in room occupancy, the price difference must be paid by the Customer(s) who will occupy the room further to such change. No reimbursement will be provided if the price of the new package or hotel room thereof is lower than the original package price at the time of booking.

In the case of a change of name or passenger, the total package price must be paid on the date of the 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 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 cancellation date will apply before the Customer can make a new booking. If Option Flex 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 sold by the Customer's travel agent. Option Flex Credits remain valid and may be used for travel at the latest 12 months after the initial departure date 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 Credits and the balance in the original mode of payment (excluding the Option Flex fees).

**45 to 22 days prior to departure:** 50% of the total price of the package in Option Flex Credits and the balance in the original mode of payment (excluding the Option Flex fees).

**21 to 3 days prior to departure:** 100% of the total price in Option Flex Credits (excluding the Option Flex fees).

The Option Flex program is not a travel insurance plan and does neither replace such insurance plan nor such insurance coverage, both of which should be purchased prior to departure.

### Published in Canada on December 1, 2015.

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