

# Terms and conditions 2019-2020

The purchase of vacation packages, flights, guided tours, à la carte hotels, excursions, transfers, à la carte visits, show tickets and car rentals (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 all the information in the Europe & Israel 2019-2020 brochure (hereinafter the "Brochure") and posted on our website at [www.transat.com](http://www.transat.com) is current and accurate. However, changes to the Services, descriptions, prices and terms and conditions can take place at any time and without prior notice after publication, namely to add new services, correct errors and omissions or for other reasons beyond our control. Any such updates will be made on our website at [www.transat.com](http://www.transat.com) or through notices to travel agents. If there is any discrepancy between the terms and conditions contained in Brochure in paper format and those posted on our website at [www.transat.com](http://www.transat.com), the terms and conditions appearing on the latter shall prevail. Therefore, please contact your travel agent or visit our website at [www.transat.com](http://www.transat.com) to enquire about any such updates prior to booking.

## Services

Vacation packages (hereinafter "Package" or "Packages") featured in this Brochure include, unless otherwise indicated, roundtrip flights in Economy class from the departure city to the selected destination, roundtrip airport/hotel transfers at destination, accommodation for the period, room category and occupation selected, and where applicable, other service offerings related to such Package, hotel taxes and service charges.

Guided tours packages (hereinafter "Guided Tour" or "Guided Tours") featured in this Brochure include, unless otherwise indicated, the Package inclusions, transportation by air conditioned coach, services of a local guide throughout the tour, and where applicable, other service offerings and activities related to such Guided Tours, as well as local hotel and city taxes. Certain Guided Tours are offered with guaranteed departure dates. Such guaranteed departures may occur only if a minimum number of participants have booked the same tour (the number may vary depending on the tour selected) in order for Transat to offer them at the price indicated. If the minimum number of participants required for a Guided Tour with a guaranteed departure is not met, Transat may cancel said tour and offer the Customer another Guided Tour or a full refund, the Customer hereby renouncing to any recourse it may have against Transat as a result of this cancellation.

Cruise packages (hereinafter "Cruise Packages") include shipboard accommodation in accordance with the category selected, onboard meals and most shipboard entertainment and activities.

À la carte hotels rooms (hereinafter "À La Carte Hotels"), as well as house, condo or villa rentals, include accommodation for the period and category reserved and service charges that vary depending on the destination, unless otherwise indicated.

Car rentals are subject to terms and conditions that may vary in accordance with the car rental agency and country of rental. Please consult our website at [www.transat.com](http://www.transat.com) for further information regarding car rentals.

The services do not include the Customer's personal expenses, tips, telecommunication costs, certain taxes or any other additional Services or activities that are not specifically described in this Brochure. Some 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 as of the publication date of this Brochure. To the best of our knowledge, prices indicated in this Brochure are valid as of the day of publication and are subject to change without prior notice. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) per person based on double occupancy 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 of \$1 per \$1,000 of travel Services purchased.

The airfare used to establish the prices of the Packages, Guided Tours and Cruise Packages is the most advantageous fare available with the air carrier selected by Transat as of date of publication for flights from the Canadian gateway to the chosen destination during the dates of travel. Aircraft seats at such fares are therefore subject to availability and may no longer be available at the time of booking. Accordingly, the prices of Packages, Guided Tours and Cruise Packages contained in this Brochure or on our website at [www.transat.com](http://www.transat.com) may increase due to the unavailability of seats in this particular fare category or further to the imposition of a surcharge by the air carrier.

Any 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 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 are to be provided.

For Services booked through an Ontario registered travel agency, the total price of the Services may be increased except if paid in full. 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 and terms of payment

Any reservation of Services made 45 days or more prior to departure date must be accompanied by a deposit as follows:

- Air only (transatlantic flights): \$300
- Packages: \$250
- Guided Tours: \$500
- À La Carte Hotels: \$100
- À La Carte Villas: 25% of total rental cost
- Car Rental: \$25 per vehicle

• Go-As-You-Please Voucher Program (B&B, hotels and inns): 10% of total cost (minimum \$50)

• Excursions, à la carte visits, show tickets, travel insurance policies and ground, maritime and air transfers: payable in full at time of booking

Unless otherwise specified, final payment must be made 44 days prior to scheduled departure date. Final payment dates may vary for À La Carte Hotels, groups, promotional fares and early bookings granted by suppliers. Any reservation of Services - made 44 days or less before the departure date must be accompanied by payment in full.

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 indicated at the end of these terms and conditions.

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

## Payment of services

Verbal or written authorization provided by the Customer to the travel agent or Transat 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, 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 must keep a signed copy of the Customer's authorization 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.

## 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 applicable tariff of the air carrier 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 in the published schedules, aircraft type, days of operation, air carrier providing air travel and flight itineraries may be undertaken at any time and 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, Guided Tour 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 the case of a 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 three (3) hours prior to departure in order to allow sufficient time to obtain their boarding pass and register their baggage. Air Transat check-in counters generally close one (1) hour prior to the time of departure, therefore passengers arriving after that time may be denied boarding. Customers must also 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-assigned, 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) due to a change of air carrier, aircraft type or flight consolidation, the refund by Transat of the sum disbursed for Club Class service or similar upgrade shall be deemed a complete and final settlement.

**Baggage:** Each air carrier has individual rules and regulations with respect to the number of bags allowed, weight and dimensions, therefore please contact your travel agent or the air carrier concerning applicable restrictions. 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. Baggage lost or damaged while boarding or disembarking a ship must be reported to the purser’s office prior to the ship’s departure from port or prior to leaving the local customs area. 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:** We recommend that Customers consult the Canadian Air Transport Security Authority’s website ([www.catsa-acsta.gc.ca](http://www.catsa-acsta.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 tariff of the air carrier and the conditions of contract appearing on the airline ticket, boarding pass and baggage check and are subject to any governmental regulations that establish the limits of liability of the air carrier. Once filed with and approved by the 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 will not be honored 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 its or another air carrier’s refusal to transport Customers arising from 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, 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, with the necessary adjustments, to ground and maritime transportation.

When completing a TGV Air booking, you enter into two separate contracts: a contract of carriage by air with Air Transat and a contract of carriage of passengers by rail with SNCF. Please note that air Transat is not responsible and cannot be held liable for the proper performance of the contract of carriage by rail, which is subject to the liability rules applicable in rail transport matters as well as the terms of the document entitled “Tarifs voyageurs” (Condition of Carriage agreement), and which falls under the responsibility of SNCF MOBILITES. For more details, see the [SNCF General Conditions of Carriage](#).

## Minors

Air transportation 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 contact the air carrier to enquire about the conditions and fees applicable to the transportation of unaccompanied minors. All Customers under 18 years of age must be accompanied by a parent or a legal guardian and share the same room in order to stay in a hotel, rent a house, apartment or car. The Customer’s age is determined at the time of the departure date.

## Travel insurance

Transat highly recommends the purchase of travel insurance at time of booking to cover against unexpected events, namely trip cancellation, loss of, or damage to baggage, as well as insurance covering medical and hospitalization costs abroad. Insurance premiums are payable in full at time of booking. Please contact your travel agent or visit our website at [www.transat.com](http://www.transat.com) for more information on the various insurance plans available.

## Travel documents

A valid Canadian passport is the only reliable and universally accepted 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 responsibility of the Customer 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 is 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 affidavit by the other parent authorizing the child to travel abroad.

Customers are fully responsible for obtaining the required travel documents and ensuring they have the necessary documents in hand prior to departure. For more information on required travel documents, please visit the website [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 any such laws.

## Customer advisory

Certain events are part of normal unpleasant occurrences which may arise when travelling abroad. The Customer acknowledges these possibilities, 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 customs, political regimes, religions as well as conditions with respect to the provision of public utilities, services and accommodations at destination, may differ from those in Canada.

**Service disruptions:** Certain services, namely local public water, electricity, hot water, air conditioning, safety equipment and other similar 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:** Certain 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 such Packages. These activities may 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 Customers are 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 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.

**Pregnancy:** Certain destinations may present potential risks to pregnant women (or those who may become pregnant) or their unborn children. Prior to travel, Customers should inform themselves of the potential risks for pregnant women travelling abroad to the intended destination and the preventative measures to be undertaken. Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

## Assignment of rooms and staterooms

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

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 the check-in time is between 1 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 established checkout 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 checkout. Customers who wish to checkout later than the established time may be required to pay additional fees.

## Customers with special needs

Customers requiring special services or assistance while travelling must advise the travel agent and the air carrier of 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 initially purchased and that of the replacement Services. The Customer will be entitled to refuse such replacement Services if they occur prior to departure. In this case and in the event of a cancellation, Transat’s liability shall be limited to the reimbursement of the amount disbursed by the Customer for said Services.

Itineraries and times indicated in this Brochure or on our website at [www.transat.com](http://www.transat.com) are for reference only and are subject to change. Itineraries, Guided Tours, sightseeing 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 change is not permitted or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees for the Services will apply. Please consult the Change and Cancellation Fees section at the end of these terms and conditions.

### Customer responsibility

**Statement to the travel agent:** 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 (whether prescription or other) and that such medication be stored in their carry-on baggage. 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.

**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 consult your travel agent or our website at [www.transat.com](http://www.transat.com) for further information.

**Sports and activities:** Sports and other activities described in this Brochure or on our website at [www.transat.com](http://www.transat.com) 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 relations issues 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 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 event 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 Excursions, à la carte visits, 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.

### Confidentiality

Transat is committed to protecting the personal information of its Customers and their right to privacy in accordance with applicable laws. We invite you to consult our Privacy Protection Policy on our website at [www.transat.com](http://www.transat.com).

### Comments and claims

Should any problem occur at destination, the Customer must immediately contact the Transat destination representative. Alternatively, the Customer may contact the local representative, hotel manager 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 Transat within 30 days of the date of return.

### 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.

## OPTION FLEX TERMS AND CONDITIONS

### Description

The Option Flex program ("Option Flex") is offered by Transat Tours Canada Inc. ("Transat") at a cost of \$99 per person for Customers purchasing Europe Packages featured in this Brochure. Option Flex must be purchased at time of booking and is non-refundable. Option Flex is not applicable to group bookings, Cruise Packages, Vélo-Québec packages, golf packages, air only, Guided Tours, À La Carte Hotels, or Packages including a car rental, transfers by air or by train, cruise, ferry, high-speed boat, a transatlantic flight with an air carrier other than Air Transat or Sorrento-Positano and Sorrento-Amalfi Packages. With Option Flex, Customers will have the flexibility to make a change to their booking, transfer their Package or cancel their trip for a full refund, -subject to the conditions hereunder. Transat will waive its right, where applicable, to increase the price of the Package after the booking date due to the imposition of a surcharge by the air carrier.

Pursuant to Option Flex, a Customer may make one cancellation or one series of changes. Any request for a cancellation or a change of date, destination or hotel must be made directly through the Customer's travel agent and be received by Transat at least 72 hours prior to departure; or in the case of a transfer to a friend or family member, at least 30 days prior to departure. If the travel agent is unavailable, the Customer may contact 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 change or cancellation fees outlined in the Change and Cancellation Fees section will apply if the Customer does not travel. The Customer must repurchase Option Flex at the time of said change or upon booking a new Package, as the case may be, in order to be entitled to its benefits for any future travel.

### Changes to the booking

The following changes are allowed - under Option Flex:

- a) name change or passenger change; b) change of departure date, hotel or destination; or c) change of room category. 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. Changes to travel dates are subject to hotel and flight availability.

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, any price difference will be borne by the Customers 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 price of the booking.

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

### Cancellation

In the case 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 product. Option Flex Credits must be used in the 12 months following the initial arrival date. The credits are neither transferable nor refundable. The refund method depends on the number of days between the cancellation and the departure date, as follows:

**45 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 Option Flex fees);

**44 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 Option Flex fees);

**21 days to 72 hours prior to departure:** 100% of the total price in Option Flex travel credits (excluding Option Flex fees).

Option Flex 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 Parc, 300 Léo-Pariseau, Suite 500, Montreal, QC, H2X 4C2 · 191 The West Mall, Suite 800, Etobicoke, ON, M9C 5K8 · 2175 West 41st Ave., Vancouver, BC, V6M 1Z6.

## Change and cancellation fees – packages, Air Transat flights, guided tours, à la carte hotels and car rentals

The following outlines the various changes permitted and the applicable fees payable per person with respect to certain Services booked. Fees apply to each change requested by the Customer and are cumulative.

IMPORTANT: Transat or a supplier may, from time to time, offer special rates for certain hotels or types of rooms therein for which no change will be allowed and the terms and conditions hereafter will therefore not apply.

Type of change	Packages					
Number of days (or hours) prior departure	45 days or +	44 à 21 days	20 à 15 days	14 à 8 days	7 à 1 day(s)	Less than 24 hours
Name correction <sup>3</sup>	No charge	No charge	No charge	No charge	Not allowed	Not allowed
Change of name or passenger 1*	\$250	50% of total cost	Not allowed	Not allowed	Not allowed	Not allowed
Change of departure date, hotel or destination*	\$150	\$150	Not allowed	Not allowed	Not allowed	Not allowed
Change of room category*	No charge	No charge	No charge	\$100 (per room)	Not allowed	Not allowed
Change in room occupancy 2*	No charge	No charge	No charge	No charge	Not allowed	Not allowed
Any other change	Consult your travel agent					
Cancellation	\$250	50 % of total cost	100 % of total cost			
Cancellation - Cruise Packages in Greece	\$500	50% of total cost	100% of total cost	100% of total cost	100 % of total cost	100 % of total cost

Type of change	Air Transat flights		
Number of days (or hours) prior departure	1 day or +	Less than 24 hours	
Name correction	No charge	Not allowed	
Change of name or passenger	Not allowed	Not allowed	
Change of departure date, hotel or destination*	\$300 (per segment)		Not allowed
Any other change	Consult your travel agent		
Cancellation	\$300	100 % of total cost	

Type of change	Guided tours					
Number of days (or hours) prior departure	45 days or +	44 à 21 days	20 à 15 days	14 à 8 days	7 à 1 day(s)	Less than 24 hours
Name correction 3	No charge	No charge	No charge	No charge	Not allowed	Not allowed
Change of name or passenger	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
Change of departure date or guided tour*	\$500	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
Change of room category or hôtel*	\$50	\$50	\$50	Not allowed	Not allowed	Not allowed
Change of room occupancy 2*	\$50	\$50	\$50	\$50	Not allowed	Not allowed
Cancellation	\$500	50% of total cost	100% of total cost	100% of total cost	100 % of total cost	100 % of total cost

Type of change	À La Carte Hotels <sup>1</sup>					
Number of days (or hours) prior check-in	45 days or +	44 to 21 days	20 to 15 days	14 to 8 days	7 to 4 days	3 days or less
Name correction	No charge	No charge	No charge	No charge	No charge	Not allowed
Name change 1*	\$50	\$50	\$50	\$50	Not allowed	Not allowed
Name change - Hotels in Greece / Portugal 1*	\$50	\$50	\$50	Not allowed	Not allowed	Not allowed
Change of date or hotel*	\$25	\$25	\$25	\$25	\$25	100 % of total cost
Change of date or hotel in Greece / Portugal*	Cost of a on ay	Cost of a one night stay	Cost of a one night stay	50 % of total cost	100 % of total cost	100 % of total cost
Change of room category*	No charge	No charge	No charge	\$100 (per room)	Not allowed	Not allowed
Change of room occupancy 2*	No charge	No charge	No charge	No charge	Not allowed	Not allowed
Cancellation – Hotels in Greece / Portugal	Cost of a one night stay	Cost of a one night stay	Cost of a one night stay	50% of total cost	100 % of total cost	100 % of total cost
Cancellation	\$50	\$50	\$50	\$50	\$50	100 % of total cost

Type of change	Car Rentals			
Number of days (or hours) prior pick-up	27 days or +	26 to 22 days	21 to 4 days	3 days or less
Cancellation – Hertz car rental	\$25	\$25	\$25	\$25
Cancellation – Sixt car rental	\$25	\$25	\$25	100 % of total cost
Change of date or name	Consult your travel agent			

\*Changes are subject to the prior approval of the suppliers and the Customer must bear 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 change fees (no reimbursement will be provided if the price of the Services is lower further to the change).

<sup>1</sup>See the applicable change and cancellation terms with respect to the villas in the Cancellation fees - Other Services.

<sup>2</sup>One name change or passenger 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 who will occupy the room further to such change.

<sup>4</sup>Except for Packages and Guided Tours having a train, ferry or interior flight portion. Consult your travel agent.

## Cancellation fees – Other services

Cancellation fees are payable for the Services described below. These fees may be stated in dollars (\$) or percentage (%) of the total cost of the Services (including all taxes and fees). For accommodation Services and vouchers, cancellation periods are stated in days prior to departure (or in days prior to arrival) and cancellation fees are stated per person and/or per room or lodging unit. Cancellation fees may vary for certain itineraries/sailings (including holiday sailings), for flight/cruise programs and for promotional and group fares and are subject to change without notice. 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 – 16 days or more: 25% of total cost (minimum of \$30); 15 to 10 days: 50% of total cost; 9 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. Domestic flights, connecting flights and flights offered by an air carrier other than Air Transat: 100% of total cost at all times. Celestial Olympia and Celestial Crystal cruises (or equivalent): Cancellation: 22 days or more prior to departure: \$500; 21 days or less: 100% non-refundable. Name correction: Consult your travel agent. 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. Excursions, à la carte visits, show tickets, connecting flights, travel insurance policies and ground, maritime and air transfers are 100% non-refundable.