

Terms & Conditions

2020-2021

The purchase of vacation packages, flights, guided tours, à la carte hotels, excursions, and house, apartment or car rentals (hereinafter referred to as the "Services") offered by Transat Tours Canada Inc. operating as Transat (hereinafter "Transat") constitutes a contract between Transat and you (the "Customer" or "Customers"), which include namely the terms and conditions stipulated set out below that bind you.

Accuracy of information

Transat has put forth all necessary efforts to ensure that the information contained in the Transat Sun 2020-2021 brochure (hereafter the "Brochure") is current and accurate. However, changes to the Services, descriptions, prices and terms and conditions can be made at any time without notice after issue, namely to add new Services, correct errors and omissions or for reasons beyond our control. Any such updates will be published on www.transat.com or through notices to travel agents. If there is any discrepancy between the terms and conditions in the Brochure in paper format or its PDF electronic version and those posted on www.transat.com, the terms and conditions appearing on the latter shall prevail. Therefore, it is advisable to consult the website www.transat.com to find out about such updates and obtain additional information prior to booking. Covid: Due to COVID-19, portions of your vacation package to be provided by third-party suppliers (such as flight, hotel amenities/services, excursions, ground transport etc.) may be different than advertised, including being reduced or unavailable. By booking, you understand and accept the foregoing and you agree that Transat cannot be held liable for such changes.

Services

Vacation packages (hereafter "Package" or "Packages") featured in this Brochure include, unless otherwise indicated, roundtrip flights in Economy class from the selected departure city to the destination, roundtrip airport/hotel transfers at destination, accommodation for the period, room category, formula and occupancy selected, the services of a Transat destination representative and where applicable, other service offerings related to the Package.

Guided tour packages (hereafter "Guided Tour" or "Guided Tours") feature, unless otherwise indicated, the Packages' inclusions, transportation by air conditioned coach, services of a local guide throughout the Guided Tour, and where applicable, other service offerings and activities related to such Guided Tour. Certain Guided Tours are conditional to a minimum number of participants, which may vary depending on the tour selected, who must have booked the same tour with the same departure date. If the minimum number of participants required for a Guided Tour is not met, Transat may cancel said tour and may offer the Customer another Guided Tour or a full refund. The Customer hereby renounces to any recourse it may have against Transat as a result of this cancellation.

À la carte hotels, house, condo or villa rentals (hereafter collectively referred to "À La Carte accommodations"), include accommodation for the period, category, meal plan and occupancy reserved and service charges, unless otherwise indicated.

Car rentals are subject to specific terms and conditions that may vary in accordance with the car rental agency and country of rental. Please visit www.transat.com for further information.

The Services do not include the Customer's personal expenses, tips, telecommunications costs or any other additional services or activities that are not specifically described.

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. The prices indicated are valid as of the day of publication and are indicated subject to changes. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) on a per person basis 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 travel services booked by Quebec residents, the contribution to the Compensation Fund for Customers of Travel Agents has currently been suspended. As such, your invoice will include a debit of \$1 per \$1,000 of travel services purchased as well as a credit in the same amount.

The prices of Packages and Guided Tours contained in this Brochure or posted on 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 only 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 a travel agency registered in Ontario, the total price of the Services may be increased unless full payment has been made. If the increase is more than 7%, without taking into account any increase in the retail sales tax or the federal goods and services tax, the Customer may cancel the booking and obtain a full refund of the Services or opt for similar Services deemed acceptable to the Customer at the same price, otherwise the difference in price shall be borne by the Customer.

Temporary easing of final payment conditions

Effective March 24, 2020, we are temporarily amending our final payment due date. Final payment will now be due 25 days before departure (instead of the usual 45 days). This will be valid for:

- Travel between May 1, 2020 and October 31, 2021
- Individual bookings only
- Flights and packages booked via the tour operator (excluding cruise packages and tours)

Our package cancellation terms will also be aligned with these amended final payment conditions, as follows:

Cancellation fees:

25 days or more before departure: loss of deposit
22 to 24 days before departure: 50% of the total amount
21 days or less before departure: 100% of the total amount
This relaxation of the conditions of sale is subject to change without notice.

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:

- **Packages and Guided Tours destination South:** \$250 per person
- **Packages destination Europe:** \$250 per person
- **Flights only destination South:** \$100 per person
- **Flights only destination Europe:** \$300 per person
- **À La Carte accommodations:** \$100 per person (unless stated otherwise)
- **House rentals:** \$350 per unit, when à la carte
- **Car rentals:** \$25, when à la carte, and \$100 in Guadeloupe and Martinique
- **Option Flex, excursions, à la carte visits, transfers, connecting flights and theme park tickets:** 100% of total cost at time of booking

Unless otherwise specified, final payment must be made no later than 44 days prior to departure date. Reservations made 44 days or less before the departure date must be accompanied by payment in full. Final payment dates may vary for À La Carte accommodations, promotional fares and groups. Please inquire at the 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 indicated at the end of these terms and conditions.

Electronic tickets and other travel documents will be issued 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 in accordance with the reservation.

Payment of Services

By providing his or her credit card number verbally or in writing, the Customer undertakes to respect these terms and conditions and authorizes, as the case may be, the payment of the deposit and the purchase of Services. Once a credit card number is provided to Transat to guarantee a reservation, the travel agent becomes responsible for the 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, in whole or in part, without prior notice and without recourse by the Customer if payment is not honored.

Promotions

"SAVE ALL SEASON LONG" promotion applies to the price of a Package advertised in the Brochure or on www.transat.com when booked and paid up to 35 days before departure.

"BOOK EARLY AND SAVE" promotion, this promotion is based on double occupancy unless otherwise indicated. The date of final payment may vary depending on the hotelier.

These promotions, as well as any other promotions which may be announced by Transat during the season, are valid for new bookings only, may not be combined and apply only to the Services described in this Brochure herein 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 or ground transportation

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

Changes: Flights offered by Transat are conducted in accordance with the air carrier's tariff and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and tariffs are subject to the approval by the relevant government authorities. In accordance with the air carrier's tariff, 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.

Flight schedules and connecting flights: Flight times, even as they appear on airline tickets, are subject to change due to various circumstances over which the air carrier or Transat has no control. Any Customer who has purchased a Package or a flight with Transat is entirely responsible for verifying the time of his flights with the air carrier (or Transat's representative at destination) within the 24-hour period preceding the outbound 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 connections. And Transat will not be liable for any missed flight connection.

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-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 a change of air carrier, aircraft type or flight consolidation, the refund by Transat of the amount paid for Club Class or a 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, therefore it is advisable for the Customer to inquire with his travel agent or the air carrier to know the applicable restrictions. Furthermore, the checked baggage allowance granted by air carriers may also vary depending on the city of departure or return of a flight. Please note that baggage are transported, stored and handled at owner's risk at all times.

Prohibited items in checked or carry-on baggage: We recommend that Customers consult the Canadian Air Transport Security Authority website (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.

Animal Importation: In order to comply with regulations set out by the U.S. Department of Health and Human Services and the Center for Disease Control (CDC) and to protect public health and reduce potential delays and costs to the importer and carrier, animals that are imported into the United States must show no signs of communicable disease and must appear to be in good health before entering the United States. American federal and/or State authorities may impose certain requirements or certain documents on

Customers traveling with animals, including service animals. Additionally, all dogs must be accompanied by a valid rabies vaccination certificate issued by a licensed veterinarian. We recommend that Customers consult the CDC website (www.cdc.gov/importation) prior to travel to determine if any restrictions apply and for further information on the requirements of the American authorities.

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 immediately applicable without additional public notice and are legally binding. Any unused portion of an airline ticket on the dates specified cannot 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, 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, with the necessary adjustments, to maritime (ships, ferries and other) and ground transportation.

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 (Airport improvement fees and 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 (21 years of age for the U.S.) must be accompanied by a parent or a legal guardian who has reached the age of majority in that country and share the same room in order to stay in a hotel, rent a house or apartment, or purchase theme park tickets. Car rental is subject to compliance with local regulations, in particular with regard to the age and minimum number of years of the Client's driving licence.

Travel insurance

Transat highly recommends the purchase of travel insurance at time of booking to cover against any unexpected events, namely trip cancellation, loss of, or damage to baggage and insurance to cover medical costs abroad. Insurance premiums are payable in full at time of booking. Please contact your travel agent or visit 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 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 is required for permanent residents/ landed immigrants who are not Canadian citizens. It is advisable for minors travelling with only one parent or legal guardian to bring

along a signed affidavit by the other parent authorizing the child to travel abroad.

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. Customers who fail to provide the required travel 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 travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. Transat shall not be liable for any assistance or information provided by its employees or the travel agent, whether transmitted verbally, in writing or otherwise, in connection with obtaining the necessary travel documents or complying with any applicable laws; or for any adverse consequences to any Customer resulting from the 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 realizes this possibility, solely assumes the consequences thereof and agrees that Transat cannot be held responsible. Here are a few examples of such possible occurrences:

Service disruptions: Certain services, namely local public water, electricity, hot water, air-conditioning, safety equipment and other services or benefits may be partially or completely suspended or interrupted at certain times 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 discomfort or health issues. 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.

Insects: Insect life thrives in tropical 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.

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 and 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 allocation

Hoteliers are solely responsible for room allocation in accordance with the category reserved by the Customer. Transat has no responsibility with respect to the location of the room, decor, furnishings or type of bed therein, which may vary according to its location on the hotel premises. Should a Customer choose to alter the room category upon arrival at destination, such change may be made subject to availability and payment of additional fees.

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 1 PM and 4 PM. Checkout time varies depending on the hotel, but is usually at 11 AM on the day of departure. 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 specified time may be required to pay additional charges.

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 www.transat.com are for reference only and are subject to change at any time without prior notice. Itineraries, Guided Tours, accommodations or means of transportation are subject to change without notice. Local tour operators and guides may alter or substitute the schedules and itineraries, such decision being final and without any recourse against Transat.

Changes to the reservation

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

Special needs: Customers requiring special services or assistance while travelling must advise the travel agent 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.

Health status: 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 autonomous and fit to travel.

Pregnant women: Certain destinations may present potential risks to pregnant women or those who become pregnant and/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. Moreover, as there may be health risks associated with air travel, the air carrier may refuse pregnant women in the latter stages of pregnancy. In these cases, a medical certificate establishing the due date and fitness to travel may be required prior to departure. Please contact your travel agent or visit www.transat.com for further information.

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, whether 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 or any consequences thereof;
- Any fire, flood, explosion, earthquake, volcanic eruption, epidemic, pandemic, quarantine, public health emergency, storm, lightning, hurricane, tornado, tropical storm or any other adverse weather conditions;
- 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, including but not limited to a travel advisory issued by a government;
- 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;
- Any natural phenomena that may occur, causing temporary or permanent changes to the natural landscape; or
- Any other causes 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, 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 representatives, agents and employees.

Sports and other activities described in this Brochure or on 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 and/or activity in which Customers participate of their free will and initiative.

Excursions and à la carte visits

The Customer 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 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.

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 policy on www.transat.com.

Comments and claims

Should any problem occur at destination, the Customer must immediately contact the Transat destination representative. Alternately, the Customer must contact the local representative, hotel manager or Transat directly at the following email address: 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 of Canada in which the departure is made. The invalidity of one or other of the clauses hereto shall neither annul nor invalidate these terms and conditions.

Option Flex: Standard and Extra – Terms & Conditions

Description

The Option Flex program including "Option Flex Standard" and "Option Flex Extra" is offered by Transat Tours Canada Inc. ("Transat") at a cost of \$59 per person for Option Flex Standard and \$99 for Option Flex Extra, to Customers who purchase Packages to a southern destination listed in this Brochure.

Option Flex Standard or Option Flex Extra must be purchased at time of booking and are non-refundable. Option Flex Standard and Option Flex Extra are not applicable to group bookings, 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, United States packages, Guadeloupe & Les Saintes Duo packages, Cartagena & Baru Duo packages, and packages at Marival Residences Luxury Nuevo Vallarta, Marival Distinct Luxury Residences, Sandals Resorts, Beaches Resorts, Couples Resorts, Grand Pineapple Beach Resorts and Velas Resorts.

With Option Flex Standard and Option Flex Extra, Customers will have the flexibility, prior to departure, to make a change to their booking, transfer their package or cancel their trip for a travel credit or full refund as described hereafter.

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 (from Canada) for a Customer who purchased Option Flex Standard and 24 hours prior to departure (from Canada) for a Customer who purchased Option Flex Extra; or in the case of a name change on file or a transfer to a friend or a member of your family, up to 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 by Transat within these timelines will not be accepted and the change or cancellation fees outlined in the Change and Cancellation Fees section will apply. 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 available under Option Flex:

a) name change or passenger change; 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 deadlines provided herein prior to departure, Transat may offer alternate solutions to the Customer. If the Customer refuses these solutions 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 subject to the terms and conditions herein. Changes to travel dates are subject to hotel and flight availability.

No change fee will be applied for changes made at least 72 hours prior to departure (from Canada) for a Customer who purchased Option Flex Standard and 24 hours prior to departure (from Canada) for a Customer who purchased Option Flex Extra, notwithstanding the occurrence of a force majeure event.

Any price difference resulting from a 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 Customer 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.

Cancellation

Customers who purchased Option Flex Standard can cancel 72 hours prior to departure (from Canada) and receive a travel credit for the amount paid on file and in accordance with the cancellation terms below:

In the event of cancellation, the Customer who purchased Option Flex Standard may be entitled to an Option Flex travel credit for the amount paid on file. The Customer must book a new Transat package with his travel agent and this trip must be completed no later than 12 months following the return date initially planned. Moreover, a waiting period of 15 days from the date of cancellation will apply before a new booking can be made by the Customer. The Customer's package will be refunded in Option Flex travel credits within approximately 15 days. If Option Flex travel credits are authorized, they will be recorded in the name of each person on file with their travel agent in order to be used for the future purchase of any Transat product. Option Flex Credits remain valid for 12 months following the initial departure date and must be used in the same timeframe and are neither transferable nor refundable.

In the event of cancellation, the Customer who purchased Option Flex Extra can cancel 24 hours prior to departure (from Canada) and may be entitled to a full refund for the amount paid, in the method of payment on file.

Such travel credit or full refund shall be provided to the Customer even in case of the occurrence of a force majeure.

Option Flex is not a travel insurance plan and does not replace such insurance coverage, both of which are recommended to 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 Avenue, Vancouver, BC, V6M 1Z6.

Change and cancellation fees – South destinations

The table below summarizes the various changes permitted and applicable fees and or cancellation fees payable per person (plus tax) with respect to certain booked Services. Fees apply to each change requested by the Customer and are cumulative. Change and cancellation fees may vary during major events (i.e. Daytona 500, Miami boat show, etc.). Please consult your travel agent.

Important Transat or a supplier may, from time to time, offer special rates for certain hotels or types of rooms for which no change will be allowed without penalty. These special rates bear the words "non-refundable tariff" or "no changes allowed" on the reservation file and the fees appearing hereafter will therefore not apply.

		Number of days (or hours) prior check-in/departure					
South Packages		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Name correction	No charge	No charge	No charge	No charge	No charge	Not allowed
	Change of name or passenger*	\$50	\$100	\$300	\$300	Not allowed	Not allowed
	Change of date, hotel or destination*	\$50	\$100	Not allowed	Not allowed	Not allowed	Not allowed
	Change of room category*	No charge	No charge	No charge	\$100	\$100	Not allowed
	Change in room occupancy**	No charge	No charge	No charge	No charge	No charge	Not allowed
	Any other change	Consult your travel agent					
	Cancellation	\$250	50% of total cost	100% of total cost	100% of total cost	100% of total cost	100% of total cost
Flights		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Name correction	No charge	No charge	No charge	No charge	No charge	Not allowed
	Change of name or passenger	Not allowed					
	Change of date or destination*†	\$100 per segment	\$100 per segment	\$100 per segment	\$100 per segment	\$100 per segment	Not allowed
	Any other change	Consult your travel agent					
	Cancellation	Not allowed					
South Guided Tours		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Name correction	No charge	No charge	No charge	No charge	No charge	Not allowed
	Change of name or passenger	Not allowed					
	Change of date or guided tour*	\$150	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
	Change of occupancy**	\$50	\$50	\$50	\$50	Not allowed	Not allowed
	Cancellation	\$250	50% of total cost	100% of total cost	100% of total cost	100% of total cost	100% of total cost
À La Carte Hotels		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Name correction	No charge	No charge	No charge	No charge	No charge	Not allowed
	Name change**	\$50	\$50	\$50	\$50	Not allowed	Not allowed
	Change of date or hotel*	\$50	\$100	Not allowed	Not allowed	Not allowed	Not allowed
	Change of room category*	No charge	No charge	No charge	\$100	\$100	Not allowed
	Change in room occupancy**	No charge	No charge	No charge	No charge	No charge	Not allowed
	Any other change	Consult your travel agent					
	Cancellation	\$100	50% of total cost	100% of total cost	100% of total cost	100% of total cost	100% of total cost
House rentals		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Cancellation (when reserved in a package)	\$250	50% of total cost	100% of total cost	100% of total cost	100% of total cost	100% of total cost
	Cancellation – Florida Holiday Homes (à la carte reservations only)	No charge	\$350/unit	\$350/unit	\$350/unit	100% of total cost	100% of total cost
	Any other change	Consult your travel agent					
Car rentals		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Cancellation ⁵	\$25	\$25	\$25	\$25	\$25	Rental agency fees
	Any other change	Consult your travel agent					
À la carte excursions and transfers		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 3 days	Less than 72 hours
Type of change	Change of date, number of passengers or type of vehicle	No charge	No charge	No charge	No charge	Not allowed	Not allowed
	Cancellation	No charge	No charge	No charge	No charge	100% of total cost	100% of total cost
Theme park tickets		45 + days	44 to 22 days	21 to 15 days	14 to 8 days	7 to 1 day(s)	Less than 24 hours
Type of change	Cancellation or any other change ⁶	100% of total cost					

¹One change of name or passenger is allowed per reservation. ²If a change in room occupancy results in a higher rate, the price difference will be borne by the Customer who will occupy the room further to such change. ³In the event of a change of occupancy of a guided tour, a hotel or room category, any resulting price difference will be borne by the Customer who will occupy the guided tour following such change. ⁴One name change is allowed per reservation. ⁵Cancellation fees set by the car rental agency will apply. ⁶Some more flexible terms apply to customers staying at Disney hotels. ^{*}These changes are subject to the prior approval of 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 change fees (no reimbursement will be provided if the price of the Services is lower further to such change).

[†]Per passenger, per change.