

## TERMS & CONDITIONS –2017-2018

The wedding packages (hereinafter referred to as the “Wedding packages”) described on this website are offered exclusively by our hotel partners (hereinafter the “Partners”). Customers (hereinafter the “Customer” or “Customers”) are requested to reserve their Wedding packages directly with our Partners or through their travel agent. Prior to booking, Customers should carefully read and understand the terms and conditions of our Partners, which can be obtained from the latter.

To be eligible for our Wedding promotions (defined below) offered by Transat Tours Canada Inc. operating as Transat (hereinafter “Transat”), the purchase of a package (hereinafter the “Services”) must be made through your travel agent or Transat. These Services are described in the current Transat Sun & Fun brochure (hereinafter the “Sun & Fun Brochure”). The Services reserved constitute a contract between the Customer 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 as they are also applicable to all Customers taking part in your wedding group.

### ACCURACY OF INFORMATION

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

### SERVICES

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

Certain hotels featured on the Website are available à la carte and include accommodation according to the length of stay, room category and occupancy selected and hotel taxes (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 consult the Website for more information in this regard.

The Services do not include personal expenses, tips, telecommunication fees, certain taxes or any other services or activities that are not specifically described on the Website.

### PRICES

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

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

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

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

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

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

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

## PAYMENT OF SERVICES

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

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

## WEDDING PROMOTIONS

Our Wedding promotions are applicable to new wedding group bookings of a minimum of 10 adult guests made by April 28, 2017, for winter departures between November 1, 2017 and April 30, 2018; or by October 18, 2017, for summer departures between May 1<sup>st</sup> and October 31, 2018, and offer the following advantages:

- 1) **Future travel voucher for the wedding couple:** If the wedding group consists of a minimum of 20 adult guests, the wedding couple will receive a \$500 future travel voucher. This voucher is non-transferable, non-refundable and holds no cash value and must be redeemed within 14 months of the original travel date. The voucher is redeemable for any Sun package, which must be booked at least 60 days before departure.
- 2) **Excursion credit:** The wedding couple will receive a \$100 credit towards the purchase of a pre-booked excursion, which must be redeemed with the Transat Groups department at least 14 days prior to departure. This credit is non-transferable, non-refundable and holds no cash value.
- 3) **No deposit for guests:** The first 30 guests who book their trip will not be required to pay a deposit until 90 days after the booking date or 60 days prior to departure (whichever comes first). The wedding couple and any additional guests are required to pay a deposit at time of booking in order to guarantee their space.
- 4) **Price Drop Guarantee:** If the price of a Transat package becomes available at a lower price than the one initially paid, Customers will benefit from our Price Drop Guarantee (the "Guarantee"). The maximum reimbursement cannot exceed \$400 per adult or \$200 per child. The Guarantee only applies to the same package as the one originally booked (same hotel, room category, departure date, gateway and flight) and must be available at the time such Guarantee is invoked by the Customer. At the Customer's request, we will proceed to one price adjustment only up to 60 days prior to departure.
- 5) **Free upgrade to Option Plus on Air Transat flights for the wedding couple:** The wedding couple will receive a free Option Plus upgrade, subject to availability, including complimentary seat selection in Economy class, priority check-in and boarding, one additional piece of checked baggage of 23 kg, a Comfort Kit, a 200 ml bottle of sparkling wine and priority baggage handling.
- 6) **Wedding gown:** Air Transat provides a reserved compartment for the wedding gown, subject to available space.
- 7) **Complimentary access to airport lounges for the wedding couple:** This offer only applies to lounges in select Canadian airports (Vancouver, Edmonton, Calgary, Winnipeg, Toronto, Montreal and Quebec City).
- 8) **Complimentary wedding planning trip:** The wedding couple (or 1 of them and a guest) can travel to the resort in advance to plan their wedding). This offer is available at select resorts only if the wedding group attains a minimum of 50 passengers (25 rooms). Full payment of the planning trip, booked with Transat's group department is required prior to departure. A travel credit for a minimum two-night hotel stay, transfers at destination and Air Transat flight of up to \$500 per person will be applied to the group booking once-conditions are met. Certain hoteliers require a minimum number of nights stay, therefore please enquire upon booking. Taxes, fees and surcharges will not be reimbursed. Blackout dates are in effect during the Christmas and New Year's periods, months of February and March and the period of Easter.

These promotions may be combined and apply to the Services described on the Website and are subject to any applicable restrictions. Transat reserves the right to modify the conditions or withdraw any promotion at any time without notice.

## FLIGHTS AND OTHER AIR, SEA 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 also subject to approval by the relevant government authorities. Flight consolidations and changes affecting published schedules, aircraft type, days of operation, air carrier providing air travel or flight itineraries may be undertaken at any time without prior notice, in accordance with the air carrier's tariff.

**Flight schedules and connecting flights:** Flight times, even as they appear on airline tickets, are subject to change without notice. Flight schedules may be altered or affected by various circumstances over which the air carrier or Transat has no control. Customers having purchased a package or a flight with Transat are fully responsible for verifying flight times with the air carrier (or Transat's 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 flight departure times or in case of any flight cancellation. Customers with connecting flights have the responsibility to allow themselves sufficient time to make their connection. Unless airline tickets from "point of origin to final destination" were purchased from Transat, the

latter will not be liable for any scheduling change or missed flight connection, including any additional costs incurred and special, incidental or consequential damages, namely the loss of wages and vacation days arising from the foregoing.

**Airport check-in:** We recommend that Customers arrive at the airport check-in counter at least 3 hours prior to departure in order to allow sufficient time to obtain their boarding pass and register their baggage. Air Transat check-in counters close one (1) hour prior to the time of departure, therefore passengers arriving after that time may be denied boarding. 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 service or similar upgrade shall be deemed a complete and final settlement.

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

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

**Other applicable conditions and limitation of liability of the air carrier:** Air transport conditions and claims relating to the loss of, or damage to baggage are governed by the Montreal Convention or the Warsaw Convention, as the case may be, the applicable tariff of the air carrier and the conditions of contract appearing on the airline ticket, boarding pass and baggage check and are subject to all 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 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; or Transat or the air carrier deems it necessary to deny boarding of a Customer in order to prevent any danger or risk to such Customer or to any other person or property, or to ensure the safe conduct of the flight.

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

## MINORS

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

## TRAVEL INSURANCE

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

## 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 six (6) months beyond the date of return to Canada. It is the full responsibility of Customers to obtain, at their 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 responsible for obtaining the required travel documents and must ensure they have the necessary documents in hand prior to departure. For more information on the required travel documents, please visit [www.travel.gc.ca](http://www.travel.gc.ca). Customers who fail to provide the required documents may be denied boarding privileges by the carrier 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 the necessary travel documents or complying with any laws, whether transmitted verbally, in writing or otherwise, or for any adverse consequences to any Customer resulting from failure to obtain such documents or to comply with such laws.

## CUSTOMER ADVISORY

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

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

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

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

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

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

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

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

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

## ROOM 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, decor, furnishings or type of bed in a room which may vary in accordance with the location of the room 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. Please contact your Transat destination representative for any hotel room change.

## HOTEL CHECK-IN & CHECKOUT

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

## CUSTOMERS WITH SPECIAL NEEDS

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

## CHANGES TO TRAVEL SERVICES BY TRANSAT

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

## CHANGE AND CANCELLATION FEES

In certain circumstances, Transat or the supplier will allow Customers to make certain changes to their reservation. If such changes are not permitted or the Customer chooses not to travel or use the Services purchased, the applicable cancellation fees for the Services will apply. Please consult your travel agent or refer to your group wedding contract with respect to the applicable change and cancellation charges.

## 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.

**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 at all times. Customers must also consult competent medical authorities prior to departure to enquire about preventive medical measures to be taken as regards the country visited. Customers are also responsible for ensuring that they are fit to travel.

**Pregnant women:** The air carrier may refuse pregnant women for whom air travel may involve a risk to themselves or their unborn child. 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 the Website under the *My Booking* tab for further information.

**Sports and activities:** Sports and other activities described on the Website are provided for information purposes only and are not meant to incite Customers in any way to participate in them. Transat cannot be held responsible for any accident or mishap occurring at destination during the practice of any sport 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 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 a governmental authority or legislative body having jurisdiction in the circumstances, and whose action or inaction may affect the conduct of Transat's operations;
- Any default from a supplier upon whom Transat relies for the performance of the whole or any part of the Services described and provided herein; or
- Any other occurrences beyond the reasonable control of Transat, whether actual, threatened or reported, which may interfere with Transat's operations or that of its suppliers.

## EXCLUSION OF LIABILITY

Transat makes arrangements with air carriers, 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.

## EXCURSIONS

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

## CONFIDENTIALITY

Transat is committed to protecting the personal information of its Customers and their right to privacy in accordance with applicable laws. Please follow this link to view our [Privacy Policy](#).

## COMMENTS AND CLAIMS

Should a Customer require assistance to remedy any problem at destination, the Customer must immediately contact the Transat representative. Alternately, the Customer must contact the local representative, hotel manager or Transat directly at the following 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.

### **Updated on March 31, 2017.**

Transat Tours Canada Inc., doing business as Transat, is registered as a travel agent in Québec (reg. no. 754241), a travel wholesaler in Ontario (TICO 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, Québec H2X 4C2 • 191 The West Mall, Suite 800, Etobicoke, Ontario, M9C 5K8 • 1090 West Pender Street, Suite 1110, Vancouver, British Columbia, V6E 2N7.