

Terms & Conditions

2020-2021

The wedding packages (hereinafter referred to as the “Wedding packages”) described in this brochure 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 or our Partners, which can be obtained from the latter. The Wedding group promotions (defined below) offered by Transat Tours Canada Inc. operating as Transat (herein- after “Transat”), are offered on purchase of a south package only (hereinafter the “South Packages”), part of the services (hereinafter the “Services”) described in the Transat Sun 2020-2021 brochure (hereinafter the “Sun Brochure”). The purchase must be made through your travel agent or Transat. The Services reserved constitute a contract between the Customer and Transat, which includes namely the terms and conditions described hereinafter.

Accuracy of information

Transat has put forth all necessary efforts to ensure that the information contained in the Sun & Fun 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 Sun & Fun Brochure in paper formator 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

Services presented in the Sun & Fun Brochure:

South packages (hereafter “South Packages”) described in the Sun & Fun 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 and occupancy selected, the services of a Transat destination representative and where applicable, other service offerings related to the South Package.

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 in the Sun & Fun Brochure.

Prices

Prices in the Sun & Fun Brochure are set based upon the prices of suppliers, exchange rates, fuel costs, taxes and other fees in effect as of the publication date of the Sun & Fun Brochure. The prices indicated are valid as of the day of publication and are subject to changes. 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 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 Services contained in the Sun & Fun Brochure or 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 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, payment terms and issuance of travel documents

Please refer to your group wedding contract for details regarding the required deposit, payment terms and applicable change and cancellation fees. 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.

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 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 the purchase of Services, as the case may be. However, the Customer may be required to provide written authorization that the credit card may be used without a signature. Once a credit card number is transmitted 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.

Wedding group promotions

Our Wedding promotions are applicable to new wedding South Packages group bookings only, excluding cruise packages, of a minimum of 10 adult guests made by April 30, 2020 for travel between November 1, 2020 and April 30, 2021, or by October 31, 2020 for travel between May 1 and October 31, 2021, and offer the following advantages:

1) Travel credit towards a wedding planning for betrothed couple: The wedding couple (or another guest) can travel to the resort in advance to plan their wedding. Full payment of the planning trip is required in advance, the couple will be reimbursed after the wedding group has travelled. The couple will receive a maximum refund of \$500 per person. This offer is available at select resorts and is valid only if the couple’s wedding group is a minimum of 50 passengers (25 rooms). 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, the months of February and March and the period of Easter.

2) Price Drop Guarantee: If the price of a South Package becomes available at a lower price than the one initially paid, Customers will benefit from our Price Drop Guarantee (the “Guarantee”). Upon the Customer’s request, we will proceed to a one-time price adjustment, up to 60 days prior to departure. 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. The maximum reimbursement cannot exceed \$400 per adult or \$200 per child.

3) No deposit for guests: The first 30 guests who reserve 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. Exceptions apply to certain hoteliers. The wedding couple and any additional guests are required to pay a deposit of \$300 per person at time of booking in order to guarantee their space.

4) 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.

5) Future travel voucher for the wedding couple: Valid for all wedding groups with a minimum of 20 adult passengers. This voucher is non-transferable, non-refundable, holds no cash value and must be redeemed within 14 months of the original travel date. The newlyweds can redeem the voucher for any Transat Sun package, which must be booked at least 60 days before departure.

6) 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, special perks on board and priority baggage handling.

7) Wedding gown: The bride can bring her wedding gown on board as a personal item, subject to available space.

8) 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) and is subject to change without notice.

These promotions may be combined and apply to the South Packages described in the Sun & Fun Brochure 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 (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, apartment or car, or purchase theme park tickets.

Travel insurance

Transat highly recommends to their clients the purchase of travel insurance at time of booking, namely trip cancellation, loss of, or damage 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 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 or hotelier for any hotel room change.

Where “accommodation or equivalent category” appears, the accommodation listed is not guaranteed and the supplier will have sole discretion in choosing an alternative of the equivalent category. Customers will be informed of the accommodations reserved on their travel documents prior to the date of departure. Transat cannot be held liable for the supplier’s selection.

Hotel check-in and checkout

The Customer acknowledges and accepts that check-in time for most hotels is between 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 check out later than the specified time may be required to pay additional charges. Customers who wish to check out 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. Itineraries, Guided 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.

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;

· 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;

· 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/en-CA/privacy-policy

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 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.

This Brochure is valid until October 31, 2021.

Printed in Canada in July 19, 2019.

Transat Tours Canada Inc., doing business as Transat, is a member of ACTA Canada, 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 300 Léo-Pariseau, Suite 500, Montreal, Quebec H2X 4C2 - 191 The West Mall, Suite 800, Etobicoke, Ontario, M9C 5K8-2175 West, 41st Avenue, Vancouver, British Columbia, V6M 1Z6.