

IMPORTANT TRAVEL INFORMATION – PLEASE REVIEW THOROUGHLY

A. Booking Conditions where we act as Agent

These Booking Conditions, together with any other written or verbal information we bring to your attention before your booking is confirmed, form the basis of your contract for agency booking services with us.

For all such arrangements, your contract for the supply of the service(s) in question will be the disclosed supplier of the service(s) in question. When making your booking, we will arrange for you to enter into a contract with that supplier. Your booking will be subject to these terms and conditions for our booking services, and also any booking conditions of the disclosed supplier of your travel arrangements.

Thank you for your purchase made through Travel Nation Canada, operated by 8742995 Canada Inc., o/a Travel Nation Canada (TICO registration number 50021573). The term “you” or “your” refers to you, the customer who has booked a reservation through our web site or through our customer service agents. Please review these terms and conditions carefully, and if you have any questions or concerns, don’t hesitate to contact us.

Conditions of Sale

You are responsible for ensuring that the spelling of all names is correct and corresponds exactly to how they appear on your passports. The exact spelling will appear on your ticket(s) and vouchers.

When travelling abroad, all Canadian citizens (including children) must carry a valid Canadian passport with an expiry date no sooner than 6 months after the scheduled date of departure from the last country visited, regardless of the entry requirements of the country. If your passport is damaged in any way, you may be denied boarding and will be responsible for all costs associated replacement travel arrangements and/or a new passport.

Entry to another country may be refused even if the required information and travel documents are complete.

You and anyone travelling with you should check with the airline directly for check-in or cut-off times as the airline’s suggested timings are guidelines only and are subject to change without notice.

Please ensure that you take the time to review the invoice/itinerary that we provide you to ensure that it is correct and reflects your requested travel arrangements.

Confirmations

You understand that:

- Any fees, levies, service charges, taxes or other charges are 100% non-refundable. Any price changes in the products purchased will not affect the value of this invoice and no monies will either be credited or debited unless changes to bookings have occurred.
- The living standards and practices at the destination as well as the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.
- It is your responsibility to be aware of and prepared for all legal, documentary, health and other requirements for your intended travel. Such requirements may include a passport, visas, tourist cards, affidavits for minor children, and any vaccinations that may be required and other

documents. Please contact the local Embassy of your travel destination and airline for the specific documentation required. For up-to-date information on passport requirements and passport applications, please visit www.pptc.gc.ca.

- All travelers will be required to present a valid passport for either air, land or sea travel to the United States. Driver's license, birth certificates, provincial health cards, etc., will not be accepted by U.S. Border Agents.
- Travel services purchased through us are supplied by third parties with their own terms and conditions of sale and in particular, but without limitation, those terms and conditions pertaining to cancellation.
- We are relying on your confirmation that as the booking or instructing passenger, you have the legal capacity and authority to purchase travel products and services on behalf of yourself and the other persons named in your invoice/itinerary, and that you will keep us informed of any changes to your travel plans or contact information.
- We have advised you of the availability of travel cancellation insurance and out-of- province health insurance and you have either purchased or expressly declined such insurance coverage.
- Any travel product or service purchased through us results in a contractual relationship between you and the supplier of such product or service, and you acknowledge that we act as an agent for the supplier providing the product or service to you.
- If you encounter dissatisfaction with the travel product or services purchased through us and provided by a particular supplier, you will notify us of the same and we will assist you in resolving any issue with the supplier; however, under no circumstances do we accept any legal responsibility or liability for any complaints with the product or services provided through suppliers. For more information regarding the terms and conditions governing the contractual relationship with a particular supplier, please consult the supplier's website and/or brochures.
- We will not be responsible for the acts or omissions of any person other than our employees or agents acting properly on our behalf within the scope of their employment or agency.
- We will not be liable for any damages due to illness, theft, labour dispute, act of God, mechanical breakdown, equipment failure, quarantine, rescheduling, government action, war, insurgency or act of terrorism or other events beyond our control.
- Suppliers named in any invoice/itinerary are independent parties over which we have no direct or indirect control; we are not responsible for their acts or omissions and we assume no responsibility for any claims, losses, damages, costs or expenses arising out of any personal injury, accident, death, loss, damage, delay or loss of enjoyment. We shall not be liable for the non-performance, negligent performance or deficient performance of any supplier of travel products or services purchased through us.
- Some hotels may charge a local tax or extra fee, which you must pay locally at the hotel upon check-in or check-out.
- Price increases are not permitted after the customer has paid in full. If you are a resident of Ontario and your deposit has been processed, you have the right to cancel your contract and obtain a full refund in the case that the price of services increases by more than 7% (unless resulting from an increase in government taxes or a fuel surcharge allowed by the Canadian Transportation Agency).

Special Requests

Any special request should be communicated to us PRIOR to the time of booking. Unfortunately, special requests (i.e. requests for specific rooms and views, as well as service needs and requirements due to medical conditions and/or disabilities, etc.) cannot be guaranteed by the supplier. While the suppliers will attempt to accommodate such requests, we cannot be held responsible if special requests are not fulfilled, and a failure to meet special requests will not constitute breach of contract by us.

Credit Card Payment

Your authorization to use your credit card (either through our web site or over the phone) constitutes acceptance of our terms and conditions, including these terms and conditions of sale and those of the supplier(s) of the travel products and services purchased, regardless of signing a credit card charge form. The foregoing authorization is your confirmation that you will pay the total amount charged for the products and services purchased according to your cardholder agreement and not charge back your payment. Notwithstanding the foregoing, the supplier(s) of the products or services purchased may require the cardholder to present the original credit card used as payment at check-in. Failure to present the original credit card may result in the requirement to purchase a new product or service.

Reservations are not guaranteed until ticketed and reservation and pricing is not guaranteed until credit card check is complete. Certain suppliers do not accept credit card as form of payment for a flight ticket purchased, in which case you may have made a separate booking with us directly for the relevant flight.

In the event that the credit card holder is not also one of the passengers travelling, a Third Party Credit Card verification process, including the completion of an appropriate Third Party Credit Card Form along with the presentation of a passport and driver's license, may be required.

We act as a retail agent on behalf of the suppliers of the travel products and services that we sell. Therefore, in some instances, the supplier's name will appear as the vendor on your credit card statement rather than ours.

Cancellations, Changes and Refunds

Unfortunately, we are not able to provide refunds for unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for any other travel products or services. Any changes made to your current booking will be subject to the terms and conditions imposed by the supplier(s) of those travel products or services. Travel insurance may protect you in certain circumstances and we encourage you to purchase the appropriate travel insurance coverage for protection. We also reserve the right to apply an administrative charge not exceeding \$50.00 before taxes for cancellations or changes to bookings in addition to any such charges imposed by the travel supplier(s).

Baggage Restrictions

Restrictions on carry-on baggage are regulated by Transport Canada. For updated information on these or other Government of Canada security requirements, please visit the Canadian Air Transport Security website at <http://www.tc.gc.ca> or <http://www.catsa-acsta.gc.ca> or phone 1-888-294-2202.

Transport Canada's restrictions on carry-on baggage at the time of this publication are as follows:

- Containers of liquids, aerosols or gels in your carry-on must be 100 ml/100 grams (3.4 oz) or less.
- All containers must fit in 1 clear, closed, re-sealable plastic bag no more than 1 litre (1 quart) in capacity. The approximate dimensions of a one litre/quart bag are 15.24 cm by 22.86 cm (6 in. by 9 in.) or 20 cm by 17.5 cm (8 in. by 7 in.).
- At the screening point, take your plastic bag out of your carry-on and place it in one of the provided trays.
- Drink or discard any beverages in containers over 100 ml before pre-board security screening.
- Any containers over 100 ml should be placed in checked baggage.
- Exceptions for liquids, aerosols and gels - the following are allowed in your carry-on without a bag and in containers over 100 ml:

- If traveling with an infant under two years of age (0-24 months), baby food, milk, formula, water and juice in small containers and reasonable amounts for your itinerary.
- Prescription and essential non-prescription medicines.
- You must declare all such items at security screening. These items must be removed from carry-on baggage and placed directly into a bin at the entrance of the checkpoint, as additional screening may be required.

The above restrictions may be changed at no notice by the Government or by authorities at your destination

UNLESS INSURED, ALL BAGGAGE REMAINS AT THE OWNER'S RISK THROUGHOUT THE TRIP.

Deposit Bookings / Early Booking Bonus

The full amount due is required to be paid prior to the specified due date, as there is no cancellation option. Five days prior to the specified due date, one of our Travel Advisors will be in contact with you to obtain your credit card information again so that final payment can be processed, as we do not store any of your credit card data on file. If there is an Early Booking Bonus date, one of our Travel Advisors will be in contact with you three days prior to such date. If we attempt to make contact with you and you do not in turn contact us to process the final payment, we will not be held responsible should payment not be processed prior to the required due date and the supplier cancels your booking. Please note that all deposits are non-refundable and, in the event that final payment is not processed prior to the specified due date, the supplier reserves the right to cancel your booking and retain all deposit monies paid by you.

Hotels and Car Rentals

For prepaid hotel accommodation, the following conditions apply:

- Any incidental charges will be assessed directly to you by the hotel upon check-out. - Rates are based on double occupancy, unless otherwise noted. Charges for extra persons (including children) may apply and must be paid directly by you to the hotel.
- Any changes to or cancellations of a reservation may result in cancellation charges or change fees ranging from a minimum of \$25.00 to the total amount of your stay.
- No refunds for unused nights, including those resulting from delayed check-in or early check-out, will be given.
- Guests must be at least 18 to 21 years of age (depending on jurisdiction) at time of check-in (depending on individual hotel policy) unless accompanied by a parent or guardian.

If car rentals are included, please note that in certain jurisdictions, a minimum age requirement may be imposed for purposes of car pick-up. Please check with the car rental company directly for the minimum age requirement at the pick-up destination, as a failure to meet the minimum age requirements may result in your car rental request being denied.

Travelling While Pregnant

For travelers who have entered their 32nd week of pregnancy, we recommend that you obtain a letter from your doctor stating (i) that the pregnancy is uncomplicated, (ii) the expected date of delivery, (iii) that you are in good health, and (iv) that (in their opinion) there is no reason why you cannot fly. We also suggest you contact the airline in advance of flying to confirm the regulations as outlined in their policy. In addition, many cruise lines will not accept passengers who have entered their 24th week of pregnancy by the beginning of, or at any time during the cruise. A physician's 'Fit to Travel' note is required prior to sailing, stating how far along (in weeks) your pregnancy will be at the beginning of the cruise. We recommend you visit the cruise line website prior to sailing to confirm the regulations as outlined in their policy.

Travel Insurance

We remind you that government health insurance plans may only pay a portion of the expenses incurred for emergency out-of-province hospital or medical services. In addition, based on the supplier terms, your bookings may also be 100% non-refundable. Therefore, without medical, trip cancellation and interruption insurance, you may lack the financial protection you need should you be faced with medical bills in the event of an unforeseen illness or injury during your trip. Please contact us at 1-844- 562-8466 to speak with a representative regarding the purchase of travel insurance.

Airport Check-In / Seat Selection

For non-reserved seating, seats are allocated on a first-come, first-served basis. While times may vary by airline, generally speaking, all passengers should arrive at the airport at least three (3) hours prior to flight departure, with check-in closing one (1) hour prior to departure. For security reasons, all passengers must be present for check-in, and you will not be allowed to board, nor will you be entitled to a refund, if you have not checked-in by the minimum time requirement as stipulated by the airline. While we will endeavor to notify you of any changes to departure times that we are made aware of, we cannot monitor every flight. Therefore, it is your responsibility to contact the airline and reconfirm your flight times 12 to 24 hours prior to departure.

Departure Taxes

Some destinations charge a departure tax which is collected from all passengers when they are leaving the destination at the local airport when checking in for the return flight. The Canadian government website travel advisory section contains details of any such taxes payable under the heading Entry/Exit for each destination, and we suggest that you check for relevant information for your destination at: <https://travel.gc.ca/travelling/advisories>

Special Considerations for Children Traveling with Parents

For travel within Canada, children under 18 years of age must present a birth certificate, health card, passport or other government issued photo identification. For travel outside of Canada, children must be in possession of a valid passport. If a child is traveling with only one parent, a notarized letter is required giving the parent permission for the child to travel unless the parent has sole custody and provides documentation proving so. The age at which a person is considered a child varies from country to country and you are therefore encouraged to investigate the requirements for the country you are travelling to if (i) you are travelling with a child under 18 without both parents, or (ii) traveling with a child who is not your child (e.g., niece, nephew or grandchild) and you are not their legal guardian.

Children Travelling Alone

Please contact the airline directly regarding services available for unaccompanied children. It is the parent's responsibility to contact the airline directly to let them know their child will be travelling alone and to review all details concerning travel for unaccompanied children prior to arrival at the airport.

Duration

Please note that the number of nights is based on the travel dates and not the hotel check-in or check-out dates. In certain circumstances involving odd durations, some hotels may require an early check-out and the hotel may charge additional fees. Please refer to the supplier's brochure or website for full details.

Currency

Prices displayed are in Canadian dollars unless otherwise noted. Some charges may be processed in a foreign currency by the supplier. In these case, please be aware that posted prices which include foreign currency exchange are approximate amounts only until the transaction has been processed and charged to your credit card.

Ticket & E-document

Prior to departure and provided your reservation has been paid in full, a web-link will be sent to the email address given at the time of booking with instructions on how to retrieve your e-documents online. If for whatever reason you cannot access your email address or are having difficulty with your e-documents, please contact us for assistance. Please ensure that you contact the airline at least 24 hours prior to departure and on the day of your departure for any schedule changes and confirmation of your flights.

Language

These booking conditions were originally produced in English. In the event of any discrepancy between the English and other language versions of these conditions, the English language version shall prevail.

B. Terms and Conditions for Holidays where we act as Principal

Travel Nation Canada, operated by 8742995 Canada Inc., o/a Travel Nation Canada (TICO registration numbers 50021573) ("Travel Nation", "we", "us" or "our"), operates the website ("the Website").

Section B below details the terms and conditions that will apply to any booking of holidays where we act as the Principal.

These Booking Conditions, together with our privacy policy and where you make a booking via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with **Travel Nation** where we act as Principal in the sale of a holiday to you. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and resident in Canada and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

1 Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit or full payment (as applicable); and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with your booking confirmation.

Upon receipt, if you believe that any details on the confirmation or any other booking document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). If we do not receive any balance due in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

2 Accuracy

We endeavour to ensure that all the information and prices on our website are accurate, however occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3 Insurance

Adequate travel insurance is vital. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4 Jurisdiction and applicable law

These booking conditions and any agreement to which they apply are governed in all respects by the laws of the Province of Ontario. We both agree that any dispute, claim or other matter which arises

between us out of or in connection with your contract or booking will be dealt with by the Courts of Ontario only.

5 Changes by you

If you wish to change any part of your confirmed arrangements, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. While we will do our best to assist, we cannot guarantee that the supplier will be able to meet your requested change as amendments can only be accepted in accordance with the terms and conditions of the supplier. The supplier may charge the amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of CAD 50 per person per change.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

6 If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. The cancellation charges imposed on us by our suppliers are usually restrictive. While our deposits usually cover most of the costs we incur if you cancel, some of the arrangements we sell are non-refundable in the event of your cancellation. Once you inform us of your need to cancel, we will advise you of the applicable cancellation charges. Cancellation charges can be as much as 100% of the total cost of the holiday, regardless of when you notify us of the cancellation and will normally increase closer to the date of departure. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7 Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. While every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

8 Disabilities and Medical Problems

If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

9 Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to be aware of and prepared for all legal, documentary, health and other requirements for your intended travel. Such requirements may include a passport, visas, tourist cards, affidavits for minor children, and any vaccinations that may be required and other documents. Please contact the local Embassy of your travel destination and airline for the specific

documentation required. For up-to-date information on passport requirements and passport applications, please visit www.pptc.gc.ca.

Requirements do change and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

All travelers will be required to present a valid passport for either air, land or sea travel to the United States. Driver's license, birth certificates, provincial health cards, etc., will not be accepted by U.S. Border Agents.

10 Pricing and monies paid

We reserve the right to amend the price of unsold flights and Packages at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed flight or Package is subject at all times to changes in transport costs such as fuel, and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; and to changes in the currency exchange used to calculate your arrangements and to rates, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We reserve the right to increase the price of any of our holiday products. In the event that any such increase is in excess of 7% (unless it is the result of an increase in government tax), you will be entitled to cancel your travel arrangements and receive a full refund. Commercially reasonable efforts will be made to advise you of any price increase at least 15 days prior to your departure date. All price increases may reflect administrative costs incurred. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

11 If We Change or Cancel

It is unlikely that we will have to make any changes to your arrangements, but occasionally, we may have to do so and we reserve the right to at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your flight or Package. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

"Examples of "major changes" include the following when made before departure; a change of accommodation area for the whole or a significant part of your time away, a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away, a change of outward departure time or overall length of your arrangements of twelve or more hours or a significant change to your itinerary, missing out one or more destination entirely. Examples of "minor changes" include the following when made before departure: any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type; a change of

outward departure time or overall length of your holiday of twelve hours or less, or a change of accommodation to another of the same standard or classification.

Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

12 Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, and you wish to complain further, you must send formal written notice of your complaint to us and within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

13 Our Responsibilities in relation to Packages and flights:

Travel Nation arranges on your behalf with airlines, hotels, cruise lines, transfer companies and other independent suppliers to provide you with the services you have purchased. We exercise due care in selecting these companies and pay particular attention to their reputation and reliability. However, we do not control these suppliers and cannot be held responsible for their performance or lack thereof. We cannot be held responsible for any injury, loss or damage whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, agent, employee or sub-contractor supplying any of these services as part of your holiday. Travel Nation as the tour operator and/or its agents do not assume responsibility for any claims, losses, damages, costs or expense arising out of personal injury or death, loss of enjoyment, upset, disappointment, illness, distress or frustration whether physical, emotional or mental, resulting from or arising out of any of the following:

- i Any negligent act or omission by the airlines, transportation companies, coach tour operators, car rental organizations, hotel/resort properties or other suppliers or their personnel or any company or person.
- ii Government actions, weather, equipment failure, labour disputes, sickness, theft or any other cause beyond our control.
- iii Failure of the passenger to obtain the necessary documentation or meet the required health regulations in order to complete their travel arrangements.
- iv Failure of the passenger to arrive at the airport within the time frame stipulated by your airline in these Terms and Conditions on the day of departure whether due to missed connections, adverse weather conditions, mechanical failures or any other reason whatsoever.
- v The need for us to change itineraries or substitute accommodation or services, provided that efforts are made to supply comparable services and accommodations available.
- vi Cancellation of a tour by us or our suppliers, provided that full refund of all monies paid is made to the customer.

While every effort has been undertaken to ensure accuracy, photographs, artist's rendering and written descriptions appearing in this brochure are representational only and are not a guarantee that everything at the destinations will be exactly as depicted.

14 Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the relevant Foreign Ministry to avoid or leave a particular country may constitute Force Majeure.

15 Excursions

Excursions or other tours that you may choose to book or pay for while you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

16 Conditions of Suppliers.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

17 Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, our assistance may extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

18 Travel Advisories

We strongly recommend that you visit <http://travel.gc.ca/travelling/advisories> to be aware of any relevant travel advisories and review any US State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Ministry to avoid or leave a particular country may constitute Force Majeure.

19 Your Behaviour

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or

any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

20. Language

These booking conditions were originally produced in English. In the event of any discrepancy between the English and other language versions of these conditions, the English language version shall prevail.

C. Terms and Conditions where we sell Accommodation Only holidays

1. **CONTRACT:** Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with **Travel Nation Canada, operated by 8742995 Canada Inc., o/a Travel Nation Canada (TICO registration number 50021573)**. (“Travel Nation”, “we”, “us” or “our”).
2. **PRICES:** We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.
3. **MAKING A BOOKING AND PAYMENT:** When you have chosen your accommodation and you make a request to us to book it, you must pay the full cost of the booking/the full cost of the booking. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice/email [*as applicable*]. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. The cost of your accommodation does not include any extra chargeable services that you may use while at the accommodation. These are payable direct to the hotel [*as applicable*].
4. **YOUR RESPONSIBILITY FOR YOUR BOOKING:** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.
5. **INSURANCE:** It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.
6. **IF YOU WANT TO CHANGE YOUR BOOKING:** After our confirmation has been issued, any requests for changes must be sent to us in writing, by email, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You may be asked to pay an administration fee of CAD50 plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can. If you change the number in your party, the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.
7. **IF YOU WANT TO CANCEL YOUR BOOKING:** The person that made the booking must put this in writing to us, by email. The cancellation charges imposed on us by our suppliers are usually restrictive. While our deposits usually cover most of the costs we incur if you cancel, some of the arrangements we sell are non-refundable in the event of your cancellation. Once you inform us of your need to cancel we will advise you of the applicable cancellation charges. Cancellation charges can be as much as 100% of the total cost of the holiday, regardless of when you notify us of the cancellation.
8. **IF WE CHANGE OR CANCEL YOUR HOLIDAY**

We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. Changes If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of accommodation, or you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you’ve paid to us. In some cases, we will also pay compensation (see below). These options don’t apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities. Cancellation We will not cancel your travel arrangements

less than 2 weeks before your departure date, except for reasons of *force majeure*. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us.

Insurance If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

9. *Force Majeure* We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.
10. OUR RESPONSIBILITY FOR YOUR BOOKING: We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. We also have no liability in the following situations:
- i. where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 9)
 - ii. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
 - iii. where you incur any loss or damage that relates to any business activity.
 - iv. where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of two times the cost of your accommodation. This limit does not apply to cases involving death or injury.

11. BEHAVIOUR: When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.
12. CHECK-IN AND CHECK-OUT: Check-in is normally after 3pm. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10am. Please note that times will vary by hotel.

13. COMPLAINTS: If you have a problem during your stay, please inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution while you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint while you were in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular clause 8 above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care.
14. These booking conditions were originally produced in English. In the event of any discrepancy between the English and other language versions of these conditions, the English language version shall prevail.