

## **TERMS AND CONDITIONS – IMPORTANT INFORMATION REGARDING YOUR TRAVEL RESERVATIONS AND DOCUMENT REQUIREMENTS**

Transat Distribution Canada Inc., doing business as Marlin Travel, Club Voyages, Club Voyages Marlin, TravelPlus and Voyages en Liberté (“TDC”), acts as an intermediary between you and your selected carriers, hotels, tour organizers, tour operators and other service providers (the “Service Providers”). Consequently, TDC can under no circumstances be held liable to you or your travel companions for the services rendered by said Service Providers. TDC, in its capacity as travel agent, assumes no liability for Service Providers’ failure to perform their obligations, including but not limited to, for any damage or loss resulting from delay, cancellation, property loss, illness, injury, accident, death, quality of services, inconvenience, loss of enjoyment, disappointment or any event amounting to an act of God or force majeure.

### **RATES AND RESTRICTIONS**

Some airline tickets are issued at a special rate that carries restrictions. Some special rates do not permit cancellations, reservation changes or reimbursement of the total amount paid. It is your responsibility to check with your travel agent to determine whether the ticket purchased carries restrictions. Bookings may permit price increases. For Travel Services booked through a travel agent licensed in Quebec, prices may be increased in the event of the imposition of a surcharge on fuel by the carrier 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 increase by more than 5% since the date of the reservation. If the increase, without taking into account any increase in the Quebec sales tax or Canada’s goods and services tax, is equal 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 assumed by the client; no price increase may occur within 30 days preceding the date on which the services must be provided.

For Travel Services booked through a travel agent registered in Ontario, except if paid in full, the total price of the Travel Services may be increased. If the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than seven per cent (7%), the customer has the right to cancel the contract and obtain a full refund or opt for comparable alternate Travel Services acceptable to the customer, as long as the price of the product corresponds to the price of the original product, otherwise the difference in price shall be assumed by the client.

### **PAYMENT TERMS AND CONDITIONS FOR REIMBURSEMENT**

All reservations must be accompanied by a deposit. The due date for final payment varies according to the travel services purchased. You are responsible for verifying the terms and conditions in the brochure corresponding to the travel services purchased. If full payment is not received within the required period, TDC reserves the right to cancel your reservation without notice and without reimbursement of deposits or other amounts paid on a non-recourse basis. Travel insurance must be paid in full at the time of reservation along with the deposit amount. To find out what conditions apply to cancellation charges and/or charges for changes to any travel services purchased, you should contact your travel agent.

## TRAVEL DOCUMENTS

It is your entire responsibility to obtain, at your own expense, all required travel documents (including but not limited to passport, visa, tourist card, permanent resident card, official documents) and to abide by the laws in place at your travel destinations. It is also your responsibility to determine, by contacting your travel agent, which travel documentation will be required and to have such in hand before departure. TDC cannot be held liable for any damages resulting from failure to obtain travel documents or any delay which you may experience in obtaining such documents. TDC advises consumers to visit the website of the Department of Foreign Affairs and International Trade at the following address: [www.dfait.gc.ca](http://www.dfait.gc.ca). The site provides information and assistance for Canadians travelling abroad. Travel document requirements are subject to change; you are advised to check for such changes prior to your travel.

### FOR U.S. AND INTERNATIONAL TRAVEL

A Canadian passport is required; some countries require up to 6 months validity beyond your anticipated stay. A visa may be required; check with your travel agent. Recommended check-in time is at least 2 hours (for U.S. travel) or 3 hours (for international travel) prior to departure. Failure to check in at least 60 minutes prior may result in cancellation of your reservation or advanced seat assignment. Please re-confirm all international flights 24 hours prior to departure directly with the airline. Living standards and practices in other countries, and the conditions there with respect to the provision of utilities, services and accommodations, may differ greatly from those found in Canada. A previous criminal record could be an obstacle in U.S. and international travel leading to denied entry. Medical inoculations may be recommended depending on the country or region to which you are travelling.

### CHILDREN

If a minor (i.e. under 18) is travelling with only one parent, either (i) the absent parent must provide notarized consent or (ii) the travelling parent must provide proof of sole custody or a notarized letter that the other parent is deceased, as the case may be. All notarized consent letters should indicate the destination and length of travel, as well as consent to provide emergency medical treatment if required. If a minor is travelling alone or is accompanied by an adult other than a parent, both parents (or the sole documented custodial parent) must provide notarized consent. If a minor travelling alone has only one parent as evidenced by its birth certificate, a notarized copy of the birth certificate or the original together with the notarized consent of the parent will be sufficient proof allowing for travel. If a minor child travelling alone has only one parent due to the death of the other parent, the notarized consent of the custodial parent is required.

### INSURANCE

For each reservation, TDC offers you and your travel companions the option of taking out an insurance policy to protect you and your travel companions against certain events – including but not limited to coverage for trip cancellation or interruption, out of country medical, travel accident, baggage, personal effects, personal money, travel delay, etc. – that may occur before, during or after (for a specified number of weeks) your trip. **You hereby acknowledge that TDC made this offer of insurance in good faith and that you have made an informed decision to take out or refuse such insurance and to assume full liability for your decision.**

**WAIVER AND RELEASE**

You hereby acknowledge and agree that TDC will not be liable or responsible for any losses incurred by you or your travel companions resulting from denied boarding of an aircraft, vessel or any other mode of transportation, for unsatisfactory trip conditions or for any other matter relating to the trip. You and your travel companions hereby release TDC and its directors, officers, agents, employees and franchisees from any liability or claim that your or your travel companions now have or may ever have relating to the your trip.

**COMPLIANCE WITH THE TERMS AND CONDITIONS**

By reserving travel services, you are deemed to have accepted the above terms and conditions and you are expressly acknowledging that your travel agent has sufficiently advised you in respect of the above listed matters.

Transat Distribution Canada Inc., doing business as Marlin Travel, Club Voyages, Club Voyages Marlin, TravelPlus and Voyages en Liberté, is registered as a travel retailer in Quebec (# 753141), Ontario (# 500015084) and British Columbia (# 23567) with offices at: Place du Parc, 300 Leo-Pariseau, Suite 1601, Montreal (Quebec) H2X 4B3; 191 The West Mall, Suite 700, Etobicoke (Ontario) M9C 5K8; and Park Royal Shopping Centre, 2009 Park Royal South, West Vancouver (British Columbia) V7T 1A1.