

Quebec residents: Prices shown herein are valid for bookings made from April 15th 2009 to June 15th 2009. However prices may increase when the result of an increase in taxes, fees or royalties ordered by a public body having such authority. Although not subjected to GST/PST, the total cost of the services elaborated in this brochure exclude the contribution to the compensation fund for customers of travel agents in the amount of 3.50\$ for each 1 000.00\$ of tourism services purchased. (Fees & charges subjected to GST/PST)

Amounts to be added to bookings for Quebec residents only: Hotel without air \$5.00/booking

Thank you for choosing the services of Thomas Cook NORTH AMERICA. Please note Thomas Cook NORTH AMERICA will be referred to as: "TC" in the general conditions below.

GENERAL CONDITIONS

PLEASE READ THE FOLLOWING ATTENTIVELY:

Reserving one of our services implies acceptance of all conditions described in TC' brochure. The contract that binds us carries, for both parties, rights and obligations which are listed below. Travel agencies provide a valuable service and counseling to prospective travelers. TC only accepts bookings through registered travel agencies and therefore encourages you to make your TC reservations with a travel consultant who understands your individual and particular needs. Travel agencies are not owned or controlled by TC. It is the travel agent's duty and pleasure to provide all information needed and ensure that the traveler understands the conditions of this contract. Upon booking, the traveler has the obligation to give the exact names and surnames

as shown or as they will show at the time of travel in their passport. Failing to do this may result in a full penalty due to name change correction restriction from the suppliers. Insurance: It is strongly suggested to take out an insurance policy the day the booking is made. Different types of protection are being offered by travel agencies, such as: cancellation, medical and hospitalization, baggage or an insurance limiting any loss of goods or monies before or during the trip. Cancellation insurance must cover "taxes and service charges", to ensure that these are reimbursed by the insurer in the event of a cancellation.

RIGHTS AND OBLIGATION

1. **Payments & Deposits:** Credit card payment: A credit card number authorizes and guarantees the confirmation of a booking. The emitting companies oblige that the credit card slip be signed by the credit card holder and must be mechanically validated. Failing to do so, the emitting company may refuse payment. In the event where a payment would be refused, the travel agency shall be liable for the payment.

Deposits and payments for TC' services are to be paid to the travel agency with which you made your reservation. Mandatory deposits for reservations made 45 days or more prior to departure: Deposit for all land arrangements is \$300 per person. Deposits for cruises are per person, vary by cruise line and may be based on the cruise duration". (\*Remark: Conditions may differ for some hotels, cruises, tours, optional insurance premiums, air deviations, etc. Specifications will be given to your travel agent at the time of booking). Flights: Airline tickets are subjected to specific rates and conditions which will be confirmed to your travel agent upon booking. Balance due: Full payment is due and must be received at TC no later than 45 days prior to departure or as per specific indications at the time of booking.

2. **Modification and change fees:** Any request for a change or modification is subject to availability and is considered a cancellation, therefore subject to cancellation penalties and/or administration fees. Administration fees of \$50 will be applied for modifications plus applicable revision fees.

3. **Cancellation:** Should you be required to cancel your trip, you must pay charges which will be deducted from any reimbursement, according to the following schedule, calculated from the date the written notice is received by TC:

Days of notice	45 or more	44-31	30 days and less
% of travel package	Loss of deposit	50%	100%

Cancellation insurance must cover the amount of the "taxes and service charges" in order for these to be reimbursed by your insurer in the event of a cancellation. No refund will be issued for any part of the trip which has not been completed, or for services which have not been used, regardless of what the local representative may say. All changes done at destination will be considered as a cancellation. All travel documents, once issued, must be returned to TC prior to any refund being considered. Flights and Cruises: Airline and cruise tickets are subjected to specific rates and conditions which will be confirmed to your travel agent upon booking.

4. **Validity airline tickets and vouchers:** Airline tickets and vouchers are issued in the traveler's name and are not transferable. They are valid only for the dates, flights, hotels and services indicated. Under no circumstances can airline tickets and vouchers which have not been used on the date indicated be refunded, used or exchanged for another flight, hotel or service. Electronic Ticketing (E-tickets) is the default method of TC where available. A traditional paper ticket will only be issued if e-ticketing is unavailable and if the airlines' contract allows it. Electronic tickets cannot be reissued as paper tickets. Paper tickets issued by TC on flights eligible for electronic tickets are subjected to an additional fee by the airline. Travel Wallet: An TC ticket wallet containing your paper tickets and vouchers will be forwarded to your travel consultant on fully paid bookings at least 10 working days prior to departure. E-ticket receipt will be transmitted via fax or e-mail to your travel consultant. Note: in the event of a late reservation or due to cruise lines operational priorities, cruise tickets may be issued to passengers upon arrival at the embarkation pier.

5. **Room assignment and check-in/out times:** Rooms can only be assigned by hotel-keepers based on availability the day of arrival. TC cannot guarantee rooms with ocean or garden view, or on specific floors, locations, etc. except if a supplement has been included in the prepaid fare to this intention. Special requests should be made at the time of original booking and may be subject to additional charges payable directly to the local supplier. Check-in and Check-out times vary between hotels. Check-in time is typically between 3pm and 4pm (some hotels have check-in after 4pm) and check-out time is normally between 11am and 12 noon. (During peak periods, check-in may be delayed one to two hours). The travel agent must advise TC at the time of booking of any prescheduled late arrivals. In case of delay during the trip, the passenger must contact the hotel directly to advise them of their late arrival. Most hotels will store luggage for guests arriving before check-in time and/or departing after check-out time. Early Check-in and Late Check-out: You may want

to consider purchasing an additional night should you have a very early arrival or very late departure. Some hotels do offer a reduced rate for this service when booked at the time of original reservations: note it is non-refundable if unused.

6. **Services included:** All services specifically described herein, all others being excluded such as personal expenses, optional insurance coverage, etc. The fare grids have been calculated using regular carriers licensed by the Canadian Transportation Agency.

7. **Documentation:** It is solely your responsibility to obtain, at your own expense, all the documentation required by relevant government authorities for the purpose of your holiday. Required documentation may vary depending on citizenship status. Special documentation may be required for minors travelling alone; for children who have a different surname than the adults who accompany them; or for single parents travelling with children. Prior to departure, you should check with your travel agent and/or the relevant consulate about what documentation is required. You must travel with a valid passport. For information on the Canadian Government Passenger Protect program, please visit [www.passengerprotect.gc.ca](http://www.passengerprotect.gc.ca). Landed immigrants without Canadian citizenship or a Permanent Resident Card may be denied boarding upon return to Canada. In the event that a passenger does not possess the documentation required by the government authorities at the holiday destination or by the airline, passage or entry to the destination may be refused. If passage or entry is refused, TC will not be held liable and will not issue any refunds.

8. **Baggage:** Baggage allowances vary by airline and as such, it is the traveler's responsibility to contact all airlines directly for information regarding their specific policies. Any charge for excess baggage (when authorised by the carrier) must be paid by the traveler directly to the airline.

9. **Flight schedules:** TC does not act as an "air carrier". Its only obligation is to provide the traveler an airline ticket to the destination specified. TC assumes no responsibility for the carrier's failure to provide transportation which is the sole responsibility of the airline carrier. Please note that airline tickets carry restrictions and limits on liability. The airline companies concerned are not to be held responsible for any act, omission or event during the time the passenger is not aboard their aircraft. The passenger's contract in use by the airlines, when issued, shall be the sole contract between the carrier and passenger. This contract, regardless of where it is performed, shall be interpreted in accordance with the laws of the place of departure from Canada. The provisions in this agreement are non-severable. Flight schedules are the ones programmed at the time of ticket issuance and are subject to change without prior notice. TC assumes no responsibility for any loss, damage or inconvenience resulting from a change to the schedule or airline delay. The traveler must verify directly with the airline for any schedule change 72 hours prior to departure and 72 hours prior to the return. TC will not be held liable of any consequence due to a flight cancellation or delay booked in conjunction with a land portion or a cruise; would it be a flight bought through consolidation or via the cruise supplier. Flights purchased through a cruise supplier are subjected to the latter's conditions.

10. **Checking in at the airport:** The traveler must report to the check-in counter at 3 to 4 hours prior to the scheduled departure time. Failing to do so, the seats could be assigned to other travelers, without recourse

11. **Seat selection:** Some airline companies offer seat pre-selection at the time of booking. If they do not, seats are assigned on a "first come, first served" basis by the agent representing the airline company at the airport. Advanced seat selection cannot be guaranteed and final seat allocation is at the sole discretion of the airline.

12. **Travelers suffering from allergies disabilities:** Some hotels or suppliers do not provide facilities for disabled travelers. TC must be advised of their condition at the time of booking. As TC has no control over service providers, including hotels, restaurants, carriers or others, TC cannot ever state nor guarantee the absence of allergenic substances during the trip. The traveler should never rely on the statements of a service provider or his staff regarding the absence of allergens regardless of the quality or reputation of the service provider, notably because of the risk of indirect contamination. The traveler must take his own precautions and assume sole responsibility for any risks arising from contact with allergenic substances, fully exonerating TC from any responsibility.

13. **Description prices services:** Prices shown are not packages; they are the sum of independent components compiled to facilitate comprehension. Quebec residents: After July 15th 2009, the prices become obsolete and considered null and void. For bookings after this date, the traveler must refer to his travel agent. Canadian residents (except Quebec): The prices advertised in this brochure are based on fixed costs at the time of print. These costs are dependant on rate of exchange and/or other factors. In the event of an error in published rates, you will be given the option to accept the change or to cancel for a full refund of all monies received by TC.

14. Every effort has been taken to ensure that the information such as hotels' descriptions, accommodations, activities, advantages and photographs contained in TC' websites and brochures are accurate at the time of printing; however changes may occur after photographs have been published. Your selection of a vacation to see these areas of the world must be made with that knowledge. TC believes that all of its published vacations will provide you with enjoyment. Hotels are classified and rated based on TC' own inspections: our assessments may not reflect opinions of other sources. The quality standard given for the hotels refer to criteria and standards that apply in the country where the hotel is located. These may differ from North American standards in general. Furthermore, travelers must recognize that standards, practices and conditions related to services and facilities, accommodations and food, can differ from those generally accepted in Canada and North America. As well, festivities or local and/or religious demonstrations are celebrated according to the customs of the country visited.

a. The hotelkeeper can decide to make certain changes, undertake construction or other work without prior notice, in order to improve and/or maintain the property. TC cannot be held liable for any ensuing inconveniences. b. Furthermore, the various activities mentioned in this brochure are subject to the availability of equipment and/or a sufficient number of participants. Moreover, should some activities be suspended or restricted by the hotelkeeper because of equipment breakdown or any other reason, TC cannot be held responsible. c. Excursions and other activities which are not mentioned

in this brochure but are offered at the destination are not included in your prepaid price. As TC has no control over the contents or operation of these excursions and/or activities, TC cannot be held responsible. d. All photographs in this brochure are published as examples and should, in no way, be considered a decisive factor in this contract.

15. **Modifications to benefits:** If, because of circumstances beyond TC' control, the establishments described in our brochure/website should fail to honor the reservations of their clients because of overbooking or any other reason, TC and its representatives reserve the right to lodge their clients in other hotels or rooms of similar or higher category. In the event that the hotels or rooms are of an inferior category and in this event only, TC will refund the difference in price between the two hotels or room categories, without further compensation. Barring specific fault, negligence or omission on the part of TC, TC assumes no responsibility for any trouble or inconvenience arising from such a situation. TC reserves the right to make adjustments to the itinerary or schedule and to cancel any air or land program prior to departure, notably if the number of participants is insufficient. Shall an air or land program be cancelled a full refund will be paid to the agency. This reimbursement will constitute the final, definitive and complete settlement of all claims from TC. Following cancellation of an air or land program, TC may offer a comparable alternative based on availability. Acceptance of the alternative will create a new and binding agreement. TC reserves the right to decline or accept any person as a member of the tour or to refuse to retain a member of the group without recourse.

16. **Role limited responsibility:** Holder of a travel agency permit, TC is neither a "carrier" nor a "hotelkeeper" nor a "car supplier", nor a "cruise operator", all of these services being provided by independent companies (hereafter known as "service providers") over which TC has no control. The role of TC consists solely in developing the travel services described in this brochure, whose components are supplied by the various service providers whose names appear in the brochure, and to issuing the required travel documents and vouchers. TC' obligation towards the traveler consists mainly in making his reservations with the service providers, and issuing payment for these at the appropriate time. Since TC has no direct and immediate control over service providers or their employees, TC can, in no way, assume responsibility for any errors, acts or omissions by the service providers, their employees or any other person over whom TC has no direct or immediate control. The service provider alone is responsible for any incident arising from any fault or failure on his part. Consequently, TC assumes no responsibility for any claim whatsoever, including injury, loss of property, delays, illness, excessive fatigue, loss of enjoyment resulting from: a. A wrongful or negligent act or omission and/or overbooking by any of the service providers, their personnel or any other individual over whom TC has no direct or immediate control. b. Illness, theft, labour disputes, mechanical breakdowns, quarantine, government or police restraints, weather conditions or any other cause beyond TC' control, including changes to the itinerary resulting from the aforementioned events. c. The passenger's failure to carry or obtain the required travel documents. d. The passenger's failure to arrive on time at the airport or other convocation during the trip. e. Delays by an air, land or maritime carrier. f. Theft, loss or damage to property during transportation, since travelers are responsible for keeping an eye on their baggage at all times. g. Any damage resulting from the traveler's physical condition, food poisoning, accident, etc. h. Bankruptcy or shutdown of a service provider or carrier. i. Any failure or malfunction of any equipment, material, computer equipment, software, computerised devices or systems. j. War, terrorism, crime or other potential sources of harm. The Canadian Government regularly issues advisories and warnings to travelers giving details of local conditions in specified cities and countries according to its perception of risks to Canadian travelers. We strongly recommend that passengers and their travel consultants obtain and consider such information before making travel decisions.

17. **TC does not act as a travel insurer:** The price of TC' services takes into account the fact that the travelers agree to the clauses exonerating and/or limiting the responsibility of TC. Without these clauses, prices would have to be significantly higher.

18. **If you have problem or experience some difficulties during your vacation:** The traveler bears the responsibility to immediately contact the local TC' representative or supplier representative. They will do everything possible to ensure your problem is resolved locally. In the event that it is impossible to settle a problem at the destination, the traveler has to send his/her travel agent a detailed report within 21 days following his/her return, allowing TC to investigate the situation with the establishments involved and follow-up on the traveler's behalf. Failing to do so, the claim will not be processed.

19. **Privacy Protection Notice:** TC is concerned about and committed to your right to privacy. TC fully supports and is committed to complying with the Personal Information Protection and Electronic Documents Act, the new Canadian legislation enacted to protect the privacy of the individual.

20. This agreement is governed by the applicable provincial laws and any action that may be instituted should be referred to the authorized tribunals of the province of purchase. The voiding of any of the conditions contained herein does not cancel or otherwise invalidate any of the other conditions, all of which remain valid and in effect. The wording of the above-mentioned conditions is the final text, and cancels or replaces any text appearing in previous documents or any other document under the heading of "Conditions".

21. **Miscellaneous:** Prices are valid at time of printing for departures April 1/09 to March 31/10 unless otherwise noted. All prices are subject to change without notice.

