

## **Terms and Conditions for November 1, 2023 to October 31, 2024 departures.**

The purchase of vacation packages, flights, à la carte accommodations, excursions: and transfers (hereinafter referred to as the “Services”) offered by Transat Tours Canada Inc. operating as Transat (hereinafter “Transat”) constitutes a contract between Transat and you (the “Customer” or “Customers”), which include namely the terms and conditions described hereinafter that bind you.

These terms and conditions are applicable to sales made on or after June 09, 2023 **for departures between November 1, 2023 and October 31, 2024.**

### **Accuracy of information**

Transat has put forth all necessary efforts to ensure that the information on the Services commercialized by Transat for 2023-2024 and contained on [www.transat.com](http://www.transat.com) website is current and accurate as of the date of its publication. However, changes to the Services, descriptions, prices and these 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](http://www.transat.com). Therefore, please visit the [www.transat.com](http://www.transat.com) website to find out about such updates and obtain additional information prior to booking.

### **Services**

Vacation packages (hereinafter “Package” or “Packages”) 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, formula and occupancy selected, the services of a Transat destination representative and where applicable, other service offerings related to the Package.

À la carte accommodations (hotels and apartments) (hereinafter “À La Carte accommodations”), include accommodation for the period, category, meal plan and occupancy reserved and service charges, unless otherwise indicated.

### **Prices**

Prices indicated on [www.transat.com](http://www.transat.com) website for the Services are set based upon the prices of suppliers, exchange rates, fuel costs, taxes and other fees. The [www.transat.com](http://www.transat.com) website is updated several times a day and prices displayed are likely to change according to these updates. The applicable price is the price in effect at the time of registration for the relevant Services and is confirmed to the Customer before his final acceptance. Unless otherwise indicated, all prices are quoted in Canadian dollars (CAD) on a per person basis on double occupancy, and include the applicable retail provincial sales tax, the federal goods and services tax or harmonized sales tax (HST), governmental and airport fees and duties, local airport taxes at destination, tourist card fees and administration fees. Some local taxes and facility fees are not included.

For Québec residents, prices exclude the contribution to the Compensation Fund for Customers of Travel Agents of \$3.50 per \$1,000 of travel Services purchased, which will be added on your invoice.

The prices of Packages posted on [www.transat.com](http://www.transat.com) website 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 only 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.

The price of Services does not include insurance, Customer's personal expenses, tips, telecommunications costs or any other additional services or activities that are not specifically described.

### **Deposit and terms of payment**

Any reservation of Services made 45 days or more prior to the departure date must be accompanied by a deposit. See the "Deposit, and change and cancellation fees" grid at the end of these terms and conditions.

Unless otherwise specified, final payment must be made no later than 45 days prior to the departure date. Reservations made 45 days or less before the departure date must be accompanied by payment in full. Final payment dates may vary for À La Carte Accommodations, groups and promotional fares. Please inquire at the time of booking.

If final payment is not received within the required period, Transat reserves the right to cancel any such reservation, in whole or in part, without prior notice and without recourse by the Customer, and charge the applicable cancellation fees indicated at the end of these terms and conditions.

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 shown on all travel documents is accurate and in accordance with the reservation.

### **Payment of Services**

By providing a credit card number verbally or in writing, the Customer undertakes to respect these terms and conditions and authorizes, as the case may be, the payment of the deposit and the purchase of Services. Once a credit card number is provided 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.

### **Promotions**

The "Book early, get plenty" promotion is valid on new individual South package bookings made between May 23 and June 29, 2023, for travel between September 1, 2023, and April 30, 2024. Offer does not apply to groups, air only, Florida packages, à la carte accommodations, as well as packages to Sandals & Beaches Resorts, Marival Resorts, Velas Resorts, or Couples Resorts Jamaica. This promotion may change without notice and is subject to availability at the time of

booking. The Price Drop Guarantee applies to the base price, is subject to the availability of the same product and does not apply to Transat 72-hour sales, deals of the day, SPC rooms and promotional room upgrades. Should the package become available at a lower price, customers may receive a refund of up to \$200 per adult and \$100 per child, minus a \$20 administration fee per person. The request must be made at least 30 days before departure. The Price Drop Guarantee may be discontinued or modified at any time without notice. A future travel credit of \$50 per adult and \$25 per child will be issued, which is non-transferable and must be redeemed by April 30, 2025. Option Flex Standard is offered at 50% off, or \$45 instead of \$89, and regular Terms and Conditions apply.

“SAVE ALL SEASON LONG” promotion applies to the price of a Package advertised on [www.transat.com](http://www.transat.com) when booked and paid up to 35 days before departure.

“BOOK EARLY AND SAVE” promotion, this promotion is based on double occupancy unless otherwise indicated. The date of final payment may vary depending on the hotelier.

These promotions, as well as any other promotions which may be announced by Transat during the season, are valid for new bookings only, may not be combined and apply only to the Services described on [www.transat.com](http://www.transat.com) 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 (hereinafter “Air Transat”).

**Changes:** Flights offered by Transat are conducted in accordance with the applicable tariff of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and tariffs are also subject to approval by the relevant government authorities. Flight consolidations and changes in the published schedules, aircraft type, days of operation, air carrier providing air travel and flight itineraries may be undertaken at any time and without prior notice, in accordance with the air carrier’s tariff.

**Flight schedules and connecting flights:** Flight times, even as they appear on airline tickets, are subject to change 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 Customers 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-assigned, 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) due to a change of air carrier, aircraft type or flight consolidation, the refund by Transat of the amount paid for Club Class service or similar upgrade shall be deemed a complete and final settlement of all recourses in this matter.

**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 is transported, stored and handled at Customer's risk at all times.

**Prohibited items in checked or carry-on baggage:** We recommend that Customers consult the Canadian Air Transport Security Authority's [website](#) 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:** The Customer is advised to consult the air carrier to ensure that it meets the requirements of governmental authorities for the transportation and importation of animals abroad. Transportation of the animal may be refused if these requirements are not met. Fees are non-refundable. The Customer may consult the [travel information section on the Air Transat website](#).

**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 (Airport improvement fees and 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 assuming all responsibilities for said minor.

### **Travel insurance**

Transat highly recommends the purchase of travel insurance at time of booking to cover against any unexpected events, namely trip cancellation, loss of, or damage to 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](http://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 (such as passport, visa, vaccination certificate, sufficient funds, certificate of insurance, or other). For more information on required travel documents, please visit [www.travel.gc.ca](http://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 acknowledges 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 during the 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 certain climates and can therefore be commonly found inside and outside of any hotel, regardless of its classification. Transat cannot be held responsible for any health problems or illness resulting therefrom and the Customer is advised to take all necessary precautions.

**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.

### **Assignment of rooms**

Hoteliers are solely responsible for hotel room assignment, 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 location 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.

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 from 3 PM. Checkout time varies depending on the hotel, but is usually before 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 checkout later than the specified time may be required to pay additional fees.

### **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.

### **Changes to the reservation by the Customer**

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 or Transat: 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.. Subject to restrictions depending on facilities and services abroad. The Customer may consult the [Travel Information](#) section on the [Air Transat website](#).

**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](http://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, a closure of borders or airspace, nuclear disaster or any other unlawful act against public order or authority or any consequences thereof;
- 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, including but not limited to a travel advisory issued by a government;
- 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 on [www.transat.com](http://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**

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

### **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](http://www.transat.com).

### **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](mailto:customerrelations@transat.com). If a problem cannot be resolved or dealt with immediately, Customers are requested to forward their comments or claims in writing to their travel agent or Transat within 30 days of the date of return.

### **Applicable law**

This contract is deemed to be executed and governed by the laws of the province of Canada in which the departure is made.

### **Severability**

The voiding of one or other of the clauses hereto shall neither annul nor invalidate these terms and conditions.

## **Terms & Conditions: Option Flex Standard and Option Flex Extra**

### **Description**

The Option Flex program including "Option Flex Standard" and "Option Flex Extra" is offered by Transat Tours Canada Inc. ("Transat") at a cost of \$89 per person for Option Flex Standard and \$149 for Option Flex Extra, to Customers who purchase Packages to a southern destination listed on [www.transat.com](http://www.transat.com).

Option Flex Standard or Option Flex Extra must be purchased by all Customers sharing the same room at time of booking and are non-refundable. Option Flex Standard and Option Flex Extra are not applicable to groups, air-only bookings, à la carte hotels, guided tours, United States packages, Cartagena & Baru Duo packages, or packages that include flights with an airline other than Air Transat. Option Flex also does not apply to packages to Marival Residences Luxury Nuevo Vallarta, Marival Distinct Luxury Residences, Sandals Resorts, Beaches Resorts, Couples Resorts or Velas Resorts.

With Option Flex Standard and Option Flex Extra, Customers will have the flexibility, prior to departure, to make a change to their booking, transfer their Package or cancel their trip for a refund as described hereafter.

Transat will waive its right, where applicable, to increase the price of the package after the booking



date due to the imposition of a surcharge by the air carrier.

Pursuant to Option Flex Standard or Option Flex Extra, a Customer may make one cancellation or one series of changes. Any request for a cancellation or a change of date, destination or hotel must be made directly through the Customer's travel agent and be received by Transat at least 72 hours prior to departure (from Canada) for a Customer who purchased Option Flex Standard and 24 hours prior to departure (from Canada) for a Customer who purchased Option Flex Extra; or in the case of a transfer to a friend or a family member, up to 30 days prior to departure. If the travel agent is unavailable, the Customer should complete the [online cancellation form](#) to process the request. The date of the change or cancellation will be deemed to be the date on which such a request is received by Transat. Any change or cancellation request not received by Transat within these timelines will not be accepted and the change or cancellation fees outlined in the Change and Cancellation Fees section will apply. The Customer must repurchase Option Flex Standard or Option Flex Extra at the time of said change or upon booking a new package, as the case may be, in order to be entitled to its benefits for any future travel.

### **Changes to the booking**

The following changes are available under Option Flex Standard or Option Flex Extra:

- a) name change or passenger change (transfer to a friend or a family member);
- b) change of departure date, hotel or destination; or
- c) change of room category.

Certain changes are subject to availability.

If the requested change cannot be made within the deadlines provided herein prior to departure, Transat may offer alternate solutions to the Customer. If the Customer refuses these solutions or if none are offered by Transat prior to the scheduled departure date, the Customer will then have the option to change the departure date and destination and select a new Transat package or cancel the booking subject to the terms and conditions herein. Changes to travel dates are subject to hotel and flight availability.

No change fee will be applied in the case of a transfer to a friend or a family member, up to 30 days prior to departure or for changes made at least 72 hours prior to departure (from Canada) for a Customer who purchased Option Flex Standard and 24 hours prior to departure (from Canada) for a Customer who purchased Option Flex Extra, notwithstanding the occurrence of a force majeure event.

Any price difference resulting from a change or the selection of a new package must be paid by the Customer.

Please consult the "Change and Cancellation Fees" section at the end of these terms and conditions.

### **Cancellation**

#### **Option Flex Standard**

In the event of cancellation, Customers who purchased **Option Flex Standard** can cancel their reservation 72 hours prior to departure (from Canada). In the case of a change in room occupancy following a cancellation, any price difference will be borne by the Customer who will occupy the room further to such change. No reimbursement will be provided if the price of the new package or hotel room thereof is lower than the original price of the booking. Please consult the "Change and Cancellation Fees" section at the end of these terms and conditions.

The Customer's package will be refunded in Option Flex travel credits within approximately 15 days. If Option Flex travel credits are authorized, they will be recorded in the name of each person on file

and may be used for the future purchase of any Transat product. Option Flex travel credits issued in a file booked through a travel agency, will be recorded with that travel agency. Option Flex Credits remain valid for 12 months following the return date initially planned.

#### Option Flex Extra

In the event of cancellation, Customers who purchased **Option Flex Extra** can cancel their reservation 24 hours prior to departure (from Canada). In the case of a change in room occupancy following a cancellation, any price difference will be borne by the Customer who will occupy the room further to such change. No reimbursement will be provided if the price of the new package or hotel room thereof is lower than the original price of the booking. Please consult the "Change and Cancellation Fees" section at the end of these terms and conditions.

Moreover, for Option Flex Standard and Option Flex Extra, a waiting period of 15 days from the date of cancellation will apply before a new booking can be made by the Customer.

Such travel credit or full refund shall be provided to the Customer even in case of the occurrence of a force majeure.

Option Flex is not a travel insurance plan and does not replace such insurance coverage, both of which are recommended to be purchased prior to departure.

#### **DEPOSIT, CHANGE AND CANCELLATION FEES**

The table below summarizes the various changes permitted and the change and/or cancellation fees payable per person (plus tax) with respect to the Services booked. These fees may be expressed in dollars (\$) or as a percentage (%) of the total cost of the Services. Fees apply to each change requested by the Customer, and are cumulative and non-refundable.

**Important:** Transat or a supplier may, from time to time, offer special rates for certain hotels or types of rooms for which no change will be allowed without penalty. These special rates bear the words "non-refundable tariff" or "no changes allowed" on the reservation file and the fees appearing hereafter will therefore not apply.

(\*) These changes are subject to the prior approval of suppliers and the Customer must pay any price difference for the Services between the date of the reservation and the date of the change (excluding any applicable promotion) in addition to the applicable change fees (no reimbursement will be provided if the price of the Services is lower further to such change).

(1) One change of name or passenger is allowed per reservation.

(2) Changes to room occupancy with our hotel partners will result in a cancellation and a new reservation. The price at the time of the change will apply to all occupants of the room. Any cancellation requested by an occupant of the room will be subject to a cancellation. The addition of an occupant will be subject to the daily rate. In either case, room occupants will be subject to the new rate as follows: (1) if the new rate is lower, the occupants remaining on file will receive a refund of the difference less the \$50 change fee. (2) if the rate is higher the occupants will be required to pay the difference and the change fee will be waived.

(3) The customer is entitled to one cancellation OR one set of changes per reservation.

### South Packages and À la carte accomodation (see conditions below for Sandals & Beaches hotels)

Type of change	45 + days	44 to 22 days	21 days to 72 hours	Less than 72 hours
Deposit	\$250	Payable in full	Payable in full	Payable in full
Name correction	No charge	\$25	\$25	Not allowed
Change of name or passenger <sup>1*</sup>	\$50	Not allowed	Not allowed	Not allowed
Change of date, hotel, destination or room category <sup>*</sup>	\$50	Not allowed	Not allowed	Not allowed
Change In room occupancy <sup>2*</sup>	\$50	Not allowed	Not allowed	Not allowed
Cancellation	\$250	50% of total cost	100% of total cost	100% of total cost

### Flights

Type of change	More than 24 hours prior to departure	Less than 24 hours prior to departure
Deposit	Payable in full	Payable in full
Name correction	No charge	Not allowed
Change of name or passenger	Not allowed	Not allowed
Change of date or destination: bookings before September 26, 2023	No charge	Not allowed
Change of date or destination: bookings after September 26, 2023	\$100	Not allowed
Cancellation	\$200	Not allowed

### À la carte excursions and transfers

Type of change	45 + days	44 to 22 days	21 to 8 days	7 days to 72 hours	Less than 72 hours
Change of date, number of passengers or type of vehicle	No charge	No charge	No charge	Not allowed	Not allowed
Cancellation	No charge	No charge	No charge	100% of total cost	100% of total cost

### Option Flex Standard

Type of change	45 + days	44 to 30 days	29 to 22 days	21 days to 72 hours	Less than 72 hours
Option Flex fees	100% of total cost at time of booking	100% of total cost at time of booking	100% of total cost at time of booking	100% of total cost at time of booking	100% of total cost at time of booking
Name correction	No charge	No charge	Allowed	Allowed	Not allowed
Change of name or passenger <sup>3*</sup>	\$50, Terms and conditions apply	Allowed	Not allowed	Not allowed	Not allowed
Change of departure date, destination, hotel or room category <sup>3*</sup>	\$50, Terms and conditions apply	Allowed	Allowed	Allowed	Not allowed
Cancellation of package	Deposit amount refunded as a travel credit and remainder refunded according to the initial payment method minus the value of Option Flex	50% of the total cost refunded as a travel credit and remainder refunded according to the initial payment method minus the value of Option Flex	50% of the total cost refunded as a travel credit and remainder refunded according to the initial payment method minus the value of Option Flex	100% refunded as a travel credit minus the value of Option Flex	Non-refundable

## Option Flex Extra

Type of change	45 + days	44 to 30 days	29 days to 24 hours	Less than 24 hours
<b>Option Flex fees</b>	100% of total cost at time of booking	100% of total cost at time of booking	100% of total cost at time of booking	100% of total cost at time of booking
<b>Name correction</b>	No charge	No charge	Allowed	Not allowed
<b>Change of name or passenger<sup>3*</sup></b>	\$50, Terms and conditions apply	Allowed	Not allowed	Not allowed
<b>Change of departure date, destination, hotel or room category<sup>3*</sup></b>	\$50, Terms and conditions apply	Allowed	Allowed	Not allowed
<b>Cancellation of package</b>	100% refunded according to the initial payment method minus the value of Option Flex	100% refunded according to the initial payment method minus the value of Option Flex	100% refunded according to the initial payment method minus the value of Option Flex	Non-refundable

Transat Tours Canada Inc., doing business as Transat, is 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 Place du Parc, 300 Léo-Pariseau, Suite 200, Montreal, QC, H2X 4C2 • 191 The West Mall, Suite 800, Etobicoke, ON, M9C 5K8 • 11900 Haney Place, Unit 151, Maple Ridge, CB, V2X 8R9.