

## TERMS AND CONDITIONS

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For purposes of these Terms & Conditions the words "you," "your," "passenger" and "cardholder" refer to each person who books or otherwise purchases or receives goods and services arranged through Boomerang Tours. The words "Boomerang Tours", "our" and "we" refer to Thomas Cook Canada Inc., its parents, subsidiaries, affiliates and agents. Acronyms are used as follows: Boomerang Tours = Boomerang. Boomerang makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in your booking. The travel services are subject to the conditions imposed by these suppliers, and their liability may, in turn, be limited by their tariffs, conditions of carriage and international conventions and arrangements. Boomerang does not own, manage, operate, or control any vehicle, hotel, resort, cruise ship, restaurant, or other supplier of services, and is not responsible for their acts or omissions. Please read and ensure you understand these Terms & Conditions before booking your vacation. When you book or otherwise receive services through Boomerang, you are accepting and agreeing to the Terms & Conditions listed on these pages

### INCLUSIONS:

All prices include (whenever applicable) air transportation in economy class from Vancouver, Toronto or Montreal on an individual or group basis; transfers as indicated in the program; transportation by tour bus, train or ship as mentioned in the itineraries; double occupancy accommodation with private bathroom and/or private shower. (Single rooms are limited and will be confirmed after the reservation); meals mentioned in the itineraries (drinks not included); visits according to the itinerary including entrance fees; handling of one piece of luggage per person (unless otherwise stated in the program); hotel service charges; Boomerang travel documents.

### PRICES DO NOT INCLUDE:

Passport fees, insurance, optional excursions, gratuities, visa fees & transportation-related taxes and fees, personal expenses (drinks during meals, wine or spirits) and any other items not specifically stipulated as being included in the package must be paid for by the passenger including airport taxes where applicable.

### HOW TO MAKE A BOOKING:

Simply call or visit your travel agent and they will contact Boomerang for reservations. Before booking, you must clearly explain to your travel agent your requirements, your tastes, your needs and your expectations with regard to the trip planned as well as any detail that could affect the validity of transportation tickets and the smooth functioning of the package (for example, if you are a national of a country other than Canada, or if you have a handicap, etc.) so that your travel agent can give you the proper advice. The name given when booking must be the name appearing in your passport. Otherwise a name change fee will apply

### PAYMENT REQUIREMENTS:

#### DEPOSIT

Land only : \$300 per person

Air/Land Packages : \$300 deposit for land arrangements and air paid in full once the land is confirmed.

Note : Additional deposits may be required by some resorts which are over and above Boomerang deposit requirements.

If you combine a flight with land : full payment for the air is required and once the ticket issued, it will be 100% non-refundable

These deposits do not include insurance. Final payment is due 50 days before departure. For all bookings less than 20 days before departure, payment by credit card is required.

### CREDIT CARDS:

When a credit card is used to confirm and pay for a booking, you, the passenger, and/or the cardholder give consent to Boomerang for the card's use. The credit card holder's signature is compulsory. The travel agent must retain proof thereof and submit it to Boomerang upon request.

Cancellations: If you need to cancel your booking, you must notify your travel agent immediately. Cancellation charges are calculated based on the date that Boomerang receives notice of cancellation. The cancellation charge compensates Boomerang for damages arising from cancellation, including, among other things, pre-payment made on booking of travel and other services and administration costs involved in processing a cancellation. By booking a vacation you agree that the cancellation charge is a genuine estimate of damages to Boomerang of any cancellation and is not a penalty. Boomerang may arrange for the resale of all holidays you cancel without refund to you.

### CANCELLATION CHARGES:

- Once the ticket issued, it will be 100% non-refundable
- More than 45 days prior to departure: \$1000 per person or 30 % of the package if there are no flights included
- 44 to 30 days: 75% of the package price
- Less than 30 days: 100% of the package price

The departure date is excluded in determining the cancellation deadline. If a change is made to the room occupancy, including the addition to or reduction of the number of occupants, you will be responsible for any resulting increase in price. In the event a passenger wishes to modify, change or cancel the package, he or she will be required to notify Boomerang in writing within the prescribed deadline. Boomerang will not issue a refund for any cancelled or unused services after the departure point.

### CHANGES TO A BOOKING:

If, after booking has been confirmed by Boomerang, you wish to modify the arrangements already made, any change (flight dates, destination or name change) will be subject to availability and will entail the following fees:

- Up to 45 days prior to departure:
  - Any change concerning the hotel: minimum of \$50 per person, per change (plus any additional supplements according to this change).
  - Any change concerning the names, departure dates or destination: minimum of \$350 per person, per change (plus any additional supplements or penalties according to this change and the availability).
- 44 days or less: your change will be considered as a cancellation and will be subject to the applicable cancellation charges.

You will also be responsible for any price increase on goods and services from the original reservation date to the date of change. No price adjustments shall be made if the price for goods and services has decreased.

### SPECIAL REQUESTS:

Boomerang cannot guarantee specific requests such as room location, adjoining rooms, bed preference, seat selection, in-flight meal requirements, sky cats, etc. While Boomerang will advise service providers of such requests, it cannot be held responsible if such requests cannot be fulfilled or if local surcharges are applied.

### CUSTOMS & IMMIGRATION:

Customs and/or immigration officials can deny a person entry into their country at their own discretion. A previous criminal record could be an obstacle in international travel. Boomerang cannot be held responsible for denied entry under any circumstances.

### 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. Some countries require a visa and/or a passport valid for at least 6 months after the date of return to Canada. All passengers must make sure they have a valid passport according to the requirements of the countries visited. Passengers holding other than a Canadian passport may require other documents (i.e. visa or vaccination certificate). The passenger must obtain these documents before departure.

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, Boomerang will not be held liable and will not issue any refunds.

### TICKETS:

Tickets will be issued 50 days prior to departure or upon receipt of full payment or upon airline's request, if booked within 45 days. It is important to review all tickets.

All flight times, flight itineraries, carriers and aircraft types are subject to change with or without notice. The carriers and Boomerang also reserve the right to add en route stops. It is recommended that you contact the airline within 24 hours of departure to confirm your departure time. It is also recommended that you arrive at the airport 3 to 4 hours prior to departure to allow sufficient time for check-in and security clearance. Airline cut-off times vary between 45 and 90 minutes. Please check with the airline directly. You agree that Boomerang cannot be held responsible or liable if you miss your flight or are denied boarding. Carriage and service performed and tickets issued are subject to the terms referred to on such tickets, the rules relating to liability by the Warsaw Convention (as amended), and these Terms & Conditions. Tickets and boarding passes are non-transferable and non-negotiable.

Air transportation complaints are solely the responsibility of the airline concerned. You agree that Boomerang cannot be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays. Air travel is in economy class by the carrier specified by Boomerang. The quantities are limited, supplements can apply. You may not qualify for frequent flyer miles when flying on certain fares.

### BAGGAGE:

Each airline determines the quantity, size and weight of authorized baggage. There may be charges for excess baggage. Please check with your travel agent or contact the airline for more details. Class of booking may influence baggage allowance. All baggage remains at your own risk throughout the trip. Due to security restrictions, liquids and gels, as well as many other items, are not permitted in carry-on luggage. Prescription medications should be kept in the original container and packed in carry-on luggage. Please check with the airline prior to departure for the most up-to-date regulations in order to avoid items being confiscated at security. In the event that your baggage is delayed at your destination or upon your return home, please contact the airline representative before leaving the airport. Failure to do so will invalidate your claim. Independent contractors over which we have no control perform baggage handling and we cannot assume responsibility for loss of, or damage to, baggage or other possessions. Due to the carrier's limit of liability, please do not check valuable items such as jewellery and cameras. Please also limit the valuables (including electronic equipment) you take with you on holiday and use the safety deposit boxes provided at hotels or on cruise ships. Please ensure you have adequate insurance to cover your belongings throughout your holiday.

### CONNECTING FLIGHTS:

If you have a connecting flight with separate tickets, you should allow ample time (minimum 3 hours) between flights. Boomerang cannot accept any responsibility for additional charges incurred for airfares or other expenses due to missed flights, irregular air operations or flight time changes.

### TOURS & ITINERARIES:

Tours abroad are not operated or managed by Boomerang but by tour operators and/or local suppliers whose names appear on your exchange vouchers. Boomerang's role is strictly limited to transmitting your reservations to the local tour operator. Boomerang does not assume any responsibility in the event of an error or failure to provide any service by the local tour operators or their representatives.

Itineraries stated in this brochure are given for information purposes only and are subject to change at any time. Cities and stops described in the tours, whether individually or as a whole, cannot in any way be considered a determining factor of your booking. Itineraries, visits, accommodation or means of transportation are subject to change during the course of the tour, due to special circumstances, and the local tour operator as well as the guide can decide at any time to make any changes or substitutions - their decision being final and without recourse. Number of participants in a group can vary from 2 to 45 persons in the programs presented in this brochure except

for the tours guaranteed with only 25 or 35 passengers.

For tours guaranteed with only 25 or 35 passengers, sometimes, depending on the room assignment, the maximum can be of 27 or 37 passengers including our tour leader

### CORRESPONDENTS AND LOCAL GUIDES:

Tours and visits mentioned in the itineraries are provided by local guides. For most visits, Boomerang provides French or English-speaking local guides, but remember that accents can vary from one country to another. Arrival and departure transfers are provided by drivers and do not necessarily include the services of local guides.

### ACCOMMODATION (ROOMS & CABINS):

Note that in South Pacific countries, heating and air conditioning in hotels may be not working in spring and fall, especially October and May. If you have paid a supplement for sea view room, depending on the hotel orientation, please note that sea view can be partial or lateral. Even if there are many restaurants at the hotel, your included meals are always at the main restaurant (unless otherwise stated). Supplements can apply for other restaurant services. Hotels shown in this brochure are rated according to quality standards in the country where they are located. These standards are sometimes lower than North American standards, because they particularly take into consideration the services available rather than the comfort in the rooms/cabins.

Hotels are subject to availability and are confirmed at time of booking; they may be replaced by other rooms/cabins of similar category. Hotel and cruise ship companies assign rooms/cabins available when passengers arrive. Boomerang has no control whatsoever on the size, location or view of rooms/cabins assigned to passengers.

Single rooms, outside North America, are usually smaller and not as well located as double rooms. Their number is very limited and they can only be confirmed after booking.

If you book a tour with single occupancy, you can, at the time of booking, request to share the room with another passenger. All such requests must be made in writing at the time of booking. Boomerang does not guarantee the compatibility of people sharing rooms or their mutual understanding. You will assume sole responsibility, with Boomerang being totally exempted, for all the risks and inconveniences associated with sharing a room with a stranger, including the fact that you cannot change travel partners or get a different room during the trip and will have to pay an extra charge for changing the type of occupancy, which is not always possible. In the event that room sharing is denied to a passenger who made such a request, or if such a request is not followed up, the passenger cannot claim this as a reason for cancelling his or her booking and must pay the extra charge for single occupancy.

### CRUISES:

To avoid any disappointment, we would like to inform our clients that, unlike cruises in the Caribbean, where luxury services and accommodation are frequent, cruises in the Mediterranean, Asia, Egypt, Russia and South Pacific should be regarded as the most pleasant and convenient way to visit many sites. In no cases can the ships used be

compared with those used in the Caribbean in terms of tonnage, size and number of cabins, service and entertainment on board, etc. Criteria used for ship classification are established on the basis of local standards, which may be lower than North American standards. Moreover, these cruise ship companies use different types of ships to operate cruises. The choice of ship is their sole responsibility and is done only a few days before departure, without any consultation with us. In the event that the tonnage of your cruise ship is lower than the one indicated in this brochure, no price change can be made to the cost of the package. Consequently, we cannot guarantee any particular ship in the cruise ship company's fleet.

#### PROBLEM HANDLING:

If you have any questions, queries or problems while at your destination, please contact the hotel or supplier directly. Should you find your accommodation unsuitable, contact the hotel manager or the supplier immediately. Failure to report your concerns may preclude your right to a claim.

If you decide to find your own accommodation elsewhere, there will be no refund for the unused portion of your hotel stay. Additional expenses incurred for new accommodation are your responsibility.

#### NOTICE TO TRAVELLERS:

Please be aware that different living standards and practices exist outside of Canada, including but not limited to provision of utilities, i.e. water and electricity, accommodations, services of all kinds, food, food preparation, water quality, security, insects, wildlife or weather conditions. You agree that Boomerang shall not be responsible or liable for any loss, damage, illness or injury you may suffer as a result of such different living standards and practices. It is not uncommon to suffer from travellers' diarrhea when travelling. The Public Health Agency of Canada recommends that you visit your family doctor or a travel medicine clinic prior to departure to advise you on precautions. Please check the Foreign Affairs & International Trade Canada website at [voyage.gc.ca](http://voyage.gc.ca) for information specific to your destination before you travel. All hotels undergo routine maintenance and renovations. Certain resort areas are undergoing major growth with ongoing construction and Boomerang is not responsible for any resulting inconvenience. At brand new hotels, some facilities may not be completely operational. Landscaping and other finishing touches may be continuing during your stay. If Boomerang is advised of any significant work that will be ongoing during your stay or of any major facilities that will not be available, we will try to advise you prior to departure through notice to your travel agent.

#### TRAVEL INSURANCE:

It is strongly recommended that all travellers obtain adequate insurance coverage to protect themselves should they be obliged to cancel a holiday due to health problems or unforeseen circumstances. You may purchase such insurance from your travel agent at the time of booking. You may also wish to purchase medical insurance. You agree that Boomerang shall not be responsible or liable for health problems that may arise or become aggravated while travelling or at your destination. Standards of medical care may differ from those in Canada. Treatment may be expensive, payment in advance may be required and

provincial health care coverage may be limited.

#### CANCELLATION OF SERVICES:

Boomerang reserves the right to cancel a package if not enough participants are registered. In the event that certain services are cancelled, Boomerang will have no responsibility beyond the refund of all monies received by Boomerang for such cancelled services, which will be deemed to constitute full settlement of any claim you might have against Boomerang for the cancellation. However, you must notify us of your decision in writing within 72 hours of such notice.

#### ALTERATION OF SERVICES:

Advertised facilities may occasionally be modified or unavailable. We will advise you or your travel agent of any description changes, if known, prior to departure. Sometimes major changes to your holiday arrangements may be required due to circumstances beyond our control, such as hotel overbooking, unexpected maintenance problems or due to market conditions. Major changes may include change of destination, change of departure or return by more than 24 hours, change of itinerary, change of hotel, ship or accommodation standard. In these circumstances, Boomerang reserves the right to substitute hotel and other arrangements for arrangements of comparable value without notice or liability.

#### FORCE MAJEURE/ACT OF GOD:

Boomerang is not responsible or liable for changes or cancellations made that relate to or arise as a result of hostilities, acts of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics or health risks, technical problems with transport as well as flight delays due to weather or for mechanical reasons, government action, closed or congested airports or ports, supplier insolvency, governmental acts and other events beyond our control. You agree that Boomerang does not assume any responsibility, and is not liable, for the costs or other consequences that arise out of or result from inclement weather conditions at any time of the year.

#### FACILITIES & SERVICES:

Hotels may curtail or alter some facilities without notice, usually for purpose of ongoing maintenance and improvement. You agree that Boomerang shall not be held responsible or liable if, due to the acts or omissions of others, some services, bonus features or facilities described in this brochure, cease to be available or are not working. The behaviour of other guests and the cancellation of services for any reason are beyond Boomerang's control. All efforts are made to ensure accuracy at the time of printing this brochure. Descriptions and photographs are representational only and are not a guarantee that everything will be exactly as depicted at the destination. You agree that Boomerang shall not be held responsible or liable for modifications that can take place after publication, including damage or beach erosion due to storms or tidal conditions. Services such as à la carte dinners, daily activities programs, spa services and bonus features are on a first-come, first-serve basis and may require reservations. Certain services and activities may be withdrawn by the hotel for reasons such as weather conditions and number of participants. All withdrawn features are non-refundable. Spa services are at additional charge unless otherwise stated.

Room upgrade bonus features are subject to space availability at check-in and cannot be guaranteed prior to your arrival. Bonus features do not have a cash value.

#### HOTEL CHECK-IN & CHECK-OUT:

Due to hotel housekeeping requirements, regardless of flight times, hotel check-in is normally after 3:00 pm on the day of arrival. Hotel check-out time is normally 12 noon. All-inclusive privileges begin at check-in and end at check-out.

#### UNUSED SERVICES:

No refunds or adjustments will be made to you for portions of your vacation not taken or used.

#### PRICES & COST INCREASES:

All prices, unless otherwise stated, are per person based on two adults sharing one hotel room. All prices advertised in this brochure are in Canadian dollars and do not include GST (where applicable) and taxes. However, local environmental fees, pay on board kitty fees or communal hotel taxes must be paid locally. 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. Boomerang reserves the right to increase the price. Should the price increase be greater than 7%, you have the right to cancel the contract for travel services and obtain a refund of all monies paid to Boomerang, unless the price increase is the result of government taxation or fuel surcharge allowed by the Canadian Transportation Agency. Every effort will be made to advise your travel agent of any price increase at least 15 days prior to your departure date. 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 Boomerang.

#### SPECIAL NEEDS PASSENGERS & MEDICAL RECOMMENDATIONS:

Some tours can be tiring depending on the passenger's state of health. Because of the intense heat in some countries, frequent travel and change of food, we recommend that you be in good health and rested when leaving Canada. Some drugs are not available abroad. You must carry a sufficient amount of your medication, whether it is prescribed or can be purchased over the counter. Ensure your medication is in your hand luggage. Never pack it in your suitcase or give it to someone else to carry it for you. Make sure you have your prescription paper on you while travelling. Unfortunately, in its regular programs, Boomerang does not provide special care or special assistance to individuals suffering from a disability or food allergies. Some hotels and countries are not equipped to provide special care to clients with a disability. Any person with a disability or incapacity who requires special attention or treatments must notify Boomerang in writing at the time of booking and provide a declaration signed by his or her doctor stating that he or she is capable of participating in the activities of the tour and can move without the assistance of another member of the group or the wholesaler's representative. Boomerang reserves the right to refuse a passenger who cannot complete the trip or for whom the trip represents a danger to the passenger or to others.

#### NOTICE OF CLAIMS:

You must notify Boomerang, in writing by registered mail, of any claim you may have, or claim to have, against Boomerang, within

30 days from the event giving rise to the claim. Should you not file a written complaint with Boomerang within 30 days from the end of your vacation, you will be presumed to be satisfied with the services received and to have waived any and all claims that you may have had against Boomerang. Boomerang will not respond to any claims or demands made after the expiration of the 30-day delay. You may not commence any legal proceeding against Boomerang unless you have submitted a notice as set out above. Under no circumstances shall Boomerang be liable to you for an amount in excess of the total amount paid to Boomerang for your vacation.

#### COMPLIANCE:

You agree to comply with any reasonable instructions issued by Boomerang or its representatives during your vacation. Any person acting in a way that compromises the enjoyment of other travellers on the trip or who refuses to follow instructions given by Boomerang representatives may be obliged to return to Canada before the end of the trip, at his or her own expense.

#### APPLICABLE LAW:

Regardless of your holiday destination, any dispute between you and Boomerang shall be interpreted in accordance with the laws of the place of your departure from Canada and international conventions and agreements referred to herein. Notice: No agent or representative of Boomerang or any other service provider has the authority to modify or waive any provision of these Terms and Conditions.

#### ARBITRATION:

Any claim or dispute (including, without limitation, any unresolved claims concerning any services booked through, or provided by, Boomerang and claims made directly by you or by anyone connected to you or claiming through you) relating to or arising from your purchase of a holiday, or the goods and services provided by or through Boomerang, must be decided by one arbitrator, to the exclusion of the Courts. The arbitration shall be governed by the National Arbitration Rules of the ADR Institute of Canada, Inc. or its successors or a replacement Administrator. The seat of the arbitration shall be in the province in which you reside. The decision of the arbitrators shall be final and binding upon the parties. The present arbitration clause applies to all claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis.

#### BOOMERANG'S RESPONSIBILITY:

The travel services provided are subject to the Travel Industry Act (ON), Travel Agent's Act (BC), Travel Agent's Act (QC) or any other similar act enforced in the province of residence of the purchaser or in the province where a vacation was purchased from Boomerang and Regulations there under and are subject to the conditions imposed by the suppliers and such suppliers' (and Boomerang's) liability is limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements, as amended (eg. The Warsaw Convention, The Athens Convention & The London Convention). You agree that Boomerang shall not be responsible or liable for, and you hereby waive any claim arising out of or relating to, any loss, damage, injury or illness whether physical or mental, resulting from any delay, substitution of

equipment, or any act, omission, negligence or commission of any third party supplying any of the services or accommodation herein, its agents, servants, employees, subcontractors, or for any claims for such loss, damage or injury, whether physical or mental, arising there from, or from any cause that arises by reason of actions of parties other than Boomerang. Boomerang reserves the right to decline any passenger as a member of these tours at any time.

#### PRIVACY POLICY:

Boomerang is compliant with the Personal Information Protection and Electronic Document Act (P.I.P.E.D.A.) that went into effect January 2004.

A copy of our policy can be found at [www.exotiktours.com](http://www.exotiktours.com) or by contacting our Privacy Policy Office at the address listed below.

Boomerang Tours is a wholly-owned division of Thomas Cook Canada Inc. Ontario Registration Numbers: 50014991 B.C. Registration Number: 3522-1 Montreal, QC: Quebec Permit Holder QC800493

1257 Rue Guy, Montreal, QC H3H 2K5

Severability: The invalidity of any provision contained herein does not affect the validity of any other provision listed.

Miscellaneous: Prices are valid for travel from April 1/11 to March 31/12. Blackouts and surcharges may apply particularly over special event periods and during Christmas and New Years. All prices are subject to change without notice.

The information in this brochure supersedes all previously published information. Printed in Canada.

Note: A printable version of these Terms & Conditions is available at [www.exotiktours.com](http://www.exotiktours.com)

**Boomerang**  
tours

