

GENERAL CONDITIONS

Quebec residents: Prices shown herein are valid for bookings made from February 7th 2009 to April 7th 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 counselling 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 OBLIGATIONS

1. Payments: 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: Deposits for all land arrangements are 250 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. Please refer to our websites: http://www.intair.com/en/general_conditions.php#item4

3. Cancellation: The travel agent must advise the consumer of all penalties, change fees and administration fee TC and/or its suppliers begin to incur costs on your booking from the time it is received. In the event of a cancellation the fees listed on our website will be deducted from the reimbursement: http://www.intair.com/en/general_conditions.php#item4. Please note that refunds are processed as of the dates they are communicated to TC' reservation agents. 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: Airline 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. Minimum Stay: Some hotels may require mandatory minimum stay; this information will be confirmed to your travel agent at the time of booking.

6. Room assignment and check-in/out times: Rooms can only be assigned by hotelkeepers 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.

7. 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.

8. Documentation: The traveler is responsible for obtaining the valid documents

required by government authorities. Travelers who do not have the required documents can be refused by the carrier and/or authorities of the country visited or transited, in which case the traveler will not be entitled to any refund. TC assumes no responsibility in this regard. TC recommends that you check with your travel consultant and advise him/her of your nationality/citizenship so that they can direct you to the appropriate authority to obtain the correct documentation at your expense. Special conditions apply to children travelling with only one parent. Check with your travel agent. Child rates, in most cases, apply to children 3 through 9 years of age; however, the applicable ages may vary by supplier. Children, unless stated otherwise, are restricted to sharing a room with a full-fare paying guest and must utilize existing bed space. The total number of occupants in a guestroom cannot exceed the maximum allowed. The availability of cribs, cots or any other special guest services cannot be guaranteed and may be subject to additional charges payable directly to the supplier. Infants, under 2 years of age, may travel for free or at 10% of the adult fare depending upon the destination and the carrier's policy. Free travel or infant fares do not guarantee a seat for the infant on any airline, tour bus, or train nor does it permit any baggage allowance. If an infant turns 2 years old while in destination, a round-trip child fare must be purchased prior to travel, except if otherwise specified by the airline. Infants under 6 weeks may require a doctor's certificate to travel. Please check with TC for individual supplier's policies.

9. 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 authorized by the carrier) must be paid by the traveler directly to the airline.

10. 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.

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

12. 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.

13. 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 can never 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.

14. Description prices services: Prices shown are not packages; they are the sum of independent components compiled to facilitate comprehension. Quebec residents: After April 7th 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): If there is an increase in price by 7 percent or more, the clients may cancel and apply for a full refund unless the increase is the result of retail sales tax or federal goods and services tax (GST). Prices shown on the TC websites and in our brochures are expressed in Canadian dollars, unless otherwise stated.

15. The beauty, colour and attractions of the destinations featured in travel brochures delight millions every year. 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 recognise 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.

16. Modifications to benefits: If, because of circumstances beyond TC' control, the establishments described in our brochure/website should fail to honour 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.

17. 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.

18. 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.

19. 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.

20. 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. Full text of our Privacy Protection Policy is available on www.intair.com

21. 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".

YOUR LOCAL TRAVEL AGENT

