

## Terms and Conditions

When you book a Travelbest Group holiday, you and those on whose behalf you are booking become party to a contract with Travelbest Group and those companies providing the services included in your holiday. We take great care in selecting the suppliers of services (i.e.: airlines, hotels, ground transportation companies, cruise lines, etc.) which together form the travel services you have purchased. We act solely as agents for the suppliers, the suppliers are independent parties over which we exercise no direct control. We shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to you or your travelling companions or group members, resulting from the acts, omissions or negligence of anyone other than us or our employees acting properly on our behalf. Suppliers' liability may also be limited by law, tariffs or conditions on tickets and in particular you should read and understand the limitations of liability set forth in the airline ticket, hotel, supplier or cruise documentation, once delivered to you. All prices quoted here are in Canadian dollars, unless otherwise specified and identified in the description.

### TRAVELBEST GROUP

Travelbest Group is a registered name of: 838476 Ontario Limited, 960 Edgeley Boulevard Suite 1B, Vaughan, Ontario, L4K 4V4, Phone: 1 (416) 640-1450, Fax: 1 (416) 646-0897, TICO Wholesale license 04133823 | TICO Retail License: 3078305

### COMMERCIAL BRANDS

838476 ONTARIO LIMITED also acts in business as Travelbest Group, Majestic Tours, Mandala Travel and Palm View Tours and Travel, which are all part of Travelbest Group in Canada. These conditions are applicable to all brands, and bookings done under any of them are considered under these terms and conditions.

### BOOKINGS

Travelbest Group accepts bookings only through travel agents. When a booking is done directly online, a travel agent will be assigned to you after the booking. All communication, including payment and refunds, must be done through your travel agent. To consider a reservation booked, unless otherwise stated in the invoice, a minimum deposit fee should be made at time of booking. (Please see deposit and refund policy). Booking within 72 hours cannot be made through the web site. Your travel agent must contact our office in order to make a last-minute reservation.

### CHANGES TO YOUR BOOKING

Unless otherwise stated in the invoice or description of the itinerary or booking screen no changes are allowed. In case changes were allowed by the provider, should you change your booking in any way, an administrative charge of \$40 per booking will be made. Unless otherwise stated in the invoice,

### DEPOSITS AND REFUND POLICY

All payment including deposits are nonrefundable unless otherwise stated in the invoice sent to the client at time of booking.

#### SERVICE FEES

Travel Agents add service fees to their bookings based on complexity and amount of time and work needed to be completed. Services fees are nonrefundable in any circumstances.

#### CANCELLATIONS

The passenger must notify the TRAVEL AGENT of their intention to cancel the travel service. Accordingly, the agent must inform Travelbest Group of the cancellation. In the event of cancellation by one or more passengers sharing the same accommodation, the rate charged to the remaining passenger(s) will be increased accordingly. In the event of cancellation, when applicable, all airline tickets, hotel, car vouchers and attraction tickets must be returned to our ticketing departments before a refund can be processed if refunds are allowed.

#### CANCELLATION PENALTIES

All payment including deposits are nonrefundable unless otherwise stated in the invoice sent to the client at time of booking.

#### UNUSED TRAVEL SERVICES

Unless otherwise stated in the invoice, no refund is made for unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for alternative arrangements.

We strongly recommend purchasing the appropriate Insurance Coverage.

Note: Insurance premiums are not refundable.

#### CHANGES ON SERVICES

We reserve the right to cancel a tour or modify the travel service you have purchased by substituting services, varying the itinerary, changing the aircraft, or otherwise. In all cases you will receive a comparable or superior product. In the event of a cancellation, our liability will be limited to the purchase price of the travel service only and we shall not be liable for any claims, demands, losses and damages of any nature or kind whatsoever that you may have by reason of our modification to, or cancellation of the travel service. Furthermore, suppliers may have the right to substitute other suppliers in their place with or without notice to us or to you. We do not assume responsibility for any claims whatsoever resulting from such substitution.

#### PRICE INCREASES

This contract permits price increases. No price increases are permitted after the customer has paid in full. If the price increase is more than 7% (except increases resulting from an increase in retail sales tax or federal Goods and Services Tax or Harmonized Sales Tax), the customer has the right to cancel the contract and obtain a full refund.

#### DOCUMENTATION

If "Documents Needed to Travel Note" it is not included in our invoice is because client understand the documents needed and no written explanation was necessary. Client is advised that each country, depending on client's country of residence, immigration status and documents he/she use to travel, could require Visas, Tourist Cards and other migratory forms to allow travelers to enter. Travelers are advised that destinations require passports to be valid for at least 6 months beyond the date of return. Before travel, if clients have any doubts, they must call our office and one of our agents will send some advice in writing. At the very end, it is the personal responsibility of all travelers to have in their possession before leaving Canada, the correct documentation required for both their journey to their destination and return to Canada including any stops or layovers in between. Travelbest Group cannot be held responsible if a passenger, did not call or did not took proper actions to have the correct documentation, also if is considered by the receiving country to be an undesirable visitor, whether the documents are in order, and in such an event, any cost associated with an early return to Canada or detainment will be at the traveler's expense.

#### CHILDREN TRAVELLING ALONE

Children between 5-14 travelling alone must pay full adult fare. Children under the age of 5 MUST always be accompanied by a companion aged 16 or older. Please be aware that notarized documentation may be required for children travelling alone or with only one parent. We recommend having an authorization letter notarized before travel.

#### BAGGAGE ALLOWANCE

Check with your airline or your travel agent for restrictions on baggage weight and number of pieces. Excess baggage is charged locally or prior departure by airlines. The terms and conditions with respect to checked baggage, cabin baggage and excess baggage are set by the Carriers and changes periodically. We strongly suggest that additional insurance is purchased for all fragile articles including sports equipment. Travelbest Group cannot accept responsibility for loss, damage or delay of baggage.

#### HEALTH ISSUES

Travel to some destinations may from time to time represent a health hazard. To get travel health information contact your doctor or local health board. In any case, it will be clients responsibility to obtain proper insurance and information on these topics.

#### SEAT ASSIGNMENTS

Seats on all flights are assigned at airport check-in, which usually commences 3 hours prior to departure.

#### HANDICAPPED OR SPECIAL FACILITIES

Travelbest Group must be advised of a traveler's special requirements at the time of booking and will make every effort to accommodate special requests but cannot confirm a reservation until all travel suppliers have acknowledged that they can provide the services requested.

#### SERVICES AND FACILITIES AT THE DESTINATION

We have made every effort to accurately describe the conditions at destination. It is only given for your information and is not part of the travel services included in the price. If you have a problem with the services provided at destination, please contact your provider representatives and give notice in writing. If you cannot resolve your problem at the destination, please write to Travelbest Group within 7 days of your return. You should be aware that each country has features, which may or may not appeal to you, including weather, food, local customs, etc. There may be different living standards, practices and conditions with respect to the provision of utilities, services and accommodation at your destination. Such standards may or may not be comparable to those you would expect from similar establishments in Canada or the United States. Note that all hotels undergo routine maintenance and renovations. If we are advised of any significant change, which may affect your enjoyment of the package, we will do our best to inform you in advance.

#### DELAYS

At commencement of travel, flight delays can occur through an Act of God, like a storm; by strikes, at the direction of a Governmental Agency; or for technical reasons. The carrier cannot be held responsible for delays caused by other than technical reasons and neither is Travelbest Group responsible for providing refunds for missed holiday time.

#### LATE ROOM USE

Hotel rooms are generally available from 3pm on the day of arrival and until noon on the day of departure. Check Outs are normally set by hotels around 11:00 AM. The hotel will not allow room use after Check Out time or before Check in even if you arrive earlier or depart later than those hours. Fees are charged at hotels to enjoy Late or Early usages.

#### AIR ONLY

Travelbest Group acts as a general sales agent for the carriers in the sale of Air Only fares. Schedules, aircraft and fares are subject to change without notice. Carriers maintain local telephone information lines with departure and arrival times. Please check 24 hours before and early on the day of travel for any changes in schedule. Flights are operated subject to the terms & conditions of the carriers, a copy of which can be viewed at their offices, websites or requested by mail.

#### FORCE MAJEURE

We shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, to you or your travelling companions or group members resulting from events beyond our or a supplier's reasonable control including, but not limited to, acts of God, strikes, lockouts or other labor disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.