



ATOURZ – TOURS & VACATION PACKAGES GENERAL TERMS & CONDITIONS

When you book with ATOURZ (a division of Airliners) you enter into a contract with ATOURZ and those companies providing the included services. As a tour operator, our liabilities are limited. When you make a booking with ATOURZ along with a payment of deposit and/or final payment, it constitutes an acknowledgement of receipt and your acceptance of these terms and conditions.

Please read the following terms and conditions carefully and ensure that you fully understand them.

BOOKING WITH YOUR TRAVEL AGENT

ATOURZ encourages and accept bookings through all licensed and bonded travel agencies across Canada. If you are booking with a travel agent, all consulting and communications pertaining to your holiday prior to your departure and upon your return, including payments and refund transactions, complaints and customer service issues must be made through your Travel Agent.

PRICES

All prices advertised in the web site are in Canadian Dollars unless specified otherwise. At times, our tailor-made quotations and tour proposals are offered using different world currencies mainly to offer value and take advantage over the fluctuating exchange rates. All prices are subject to change without prior notice in the event of currency fluctuations, adjustments, changes of costs, surcharges in costs, surcharges in fuel, tax hikes etc. The airfare prices we quote are obtained from our airline consolidator division, AIRLINERS and will be subject to availability and payable in full at the time of booking in case of individual travelers. (Not applicable for tour groups if a contracted airfare has been established well in advance). The cancellation policy and the penalty fees imposed vary by the airlines and their product offering and will be applied as per the respective airline terms and conditions.

PRICE GUARANTEE

ATOURZ guarantees that your vacation price will not increase for any reason once you have paid your balance in full. If the price of travel services for which you have paid a deposit increases by more than 7% before payment of the balance, you have the right to cancel without penalty and we will refund you the full deposit.

PAYMENTS

Payment must be made either by a cheque issued by your authorized travel agent, a personal cheque or the following credit cards: VISA, MasterCard and American Express. If you make a payment with a credit card, Airliners, of which ATOURZ is a division, and/or the respective airline if air tickets purchased, or both, as the case may be, will appear as the vendor on your statement. ATOURZ or your travel agent's name will not appear in the credit card statements. Credit card payments for tour packages require that the passenger to complete the booking form and sign the payment authorization section of the form, and return the same to ATOURZ. No services will be booked without the receipt of the signed authorization form. Third party credit card payments may have restrictions and subject to approval by ATOURZ management. If you are giving an interim authorization verbally to use your credit card for deposit and/or final payment this indicates your compliance with our booking terms and conditions, until such time you submit a signed authorization and a completed tour booking form. Non-payment on due-date will result in automatic cancellation with applicable penalties.

PRICE INCLUDES

International & Domestic Airfares:

If Applicable.

Meeting/Assistance/Transfers/

Porterage: Airport / Hotel round-trip transfers at all destinations and includes one suitcase per person.

Accommodation: In twin bedded rooms with private bath or shower, unless otherwise agreed. The right is reserved to substitute hotels should conditions warrant such change for reasons beyond our control. Rooms are assigned by the respective supplier(s) on a run-of-the-house basis, in category (ies) as specified in the itinerary. Important Note: Living standards and practices at the destination and standards and conditions with respect to the provision of utilities, services and accommodation may differ from those found in Canada and North America. Check-in and check-out times vary by hotels. It is your responsibility to notify ATOURZ or local supplier at the destination directly of late or missed flights. Failure to do so may result in

cancellation of your reservation. Check-in for accommodation is generally not until 2-3 pm in most cities around the world. Alternative arrangements are recommended for early arrivals.

Meals: Meals as per itinerary.

Guide: Professional English-speaking local guide(s).

Sightseeing & Entrance Fees: Using local Transportation options and entrance fees as per itinerary.

Services Charges & Taxes: All taxes charged by local governments on services, which are part of the program, are included except those imposed by airport authorities (Navigation fees, airport improvement fees, other related taxes/fees, Canadian Air Travelers Security Charge, Airline insurance fee).

PRICES DO NOT INCLUDE:

Personal expenses: Telephone and data port charges at some hotels, meals and drinks, unless otherwise specified in the itinerary.

Tips: To guide(s) driver(s) and hotel personnel.

Insurance: At time of deposit, customers may purchase travel insurance as indicated on booking form.

TAXES AND SERVICE CHARGES

All travel services are subject to various charges such as departure taxes, hotel service charges, government hotel taxes, visa fees etc. The exact taxes and amounts vary by destination, product and the period of travel. These charges are shown as an additional amount depending upon the destination and subject to change. Hotel and car rental taxes are generally pre-collected unless otherwise specified. Service charges are paid locally except where noted.

DEPOSITS & FINAL PAYMENTS

Air Bookings

If air travel is booked with us full payment may be required at the time of purchase of air tickets.

Tour Bookings/Land Arrangements

A non-refundable deposit of \$300 per person is required at the time booking without which no services will be requested. The balance is due 60 days prior to departure, unless agreed otherwise. A booking made within 60 days of departure is payable in full at the time of booking. We

reserve the right to cancel your booking if full payment is not received by the due date and applicable cancellation penalties will apply. In the event of services requested not being available, alternative services will be offered. If alternative services are not acceptable, your payment will be refunded in full. Some suppliers may require higher deposits than \$300 and the same will be advised to you at the time of booking.

DEVIATIONS

The itineraries featured in the web and offered in our quotations and tour proposals are subject to revisions, changes or cancellations without prior notice when the ATOURZ representatives and service providers feel such deviations are necessary to operate the tour smoothly.

CHANGES TO CONFIRMED BOOKINGS

If you wish to change the travel arrangements made, ATOURZ will make every effort to satisfy your request. However, any changes to a confirmed reservation will be subject to a \$50 per person change fee outside of 60 days of departure. Within 60 days of departure cancellation penalties will apply.

Change in the room occupancy: If any change made by one or more customers alters the basis of room occupancy originally confirmed, rates will be adjusted to reflect true room occupancy status.

Change in customer's name: Changes of customer names will be treated as a cancellation and cancellation fees may apply.

Changes made subsequent to departure date: Charges will apply for any changes in customer reservations (subject to availability) subsequent to the departure date.

FLIGHTS AND CARRIERS

Customers acknowledge and accept the following:

Changes: Flights offered by ATOURZ/AIRLINERS are conducted in accordance with the applicable tariffs of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariffs.

Schedule Check and Connecting Flights:

Flight schedules are subject to change without notice. Customers having purchased air only must reconfirm their return flight within 24 to 72 hours prior to the scheduled take-off time. ATOURZ/AIRLINERS undertakes to notify customers reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure times or in case of cancellation of a flight. Whenever customers book connecting flights, they must allow sufficient time to make their connection. No control can be exercised over air carriers to

guarantee flight schedules, which may be altered or affected by various circumstances. ATOURZ/AIRLINERS will not be liable for any change of schedule or a missed flight connection, including any additional fees incurred and special, incidental or consequential damages (including the carriage of baggage) arising from the foregoing, whether or not it had the knowledge that such additional fees or damages might be incurred.

Airport check-in: It is recommended that customers arrive at the airport check-in counter at least 3 hours prior to departure. Failing this, their reservation may be cancelled and their seats assigned to other customers, with no right of recourse.

Seat assignment: unless already pre-assigned, staff at the air carrier's check-in counter conducts aircraft seating.

Other applicable conditions: Air transportation is subject to all applicable government regulations and is governed by the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier as well as the conditions of contract appearing on the airline ticket. Any amendments or changes to the applicable air carrier's general terms and conditions of carriage once filed with and approved by federal regulatory authorities, are not subject to additional public notice and are legally binding.

Refusal to transport: Removal of passengers: ATOURZ shall not be liable for refusal by itself or the air carrier to transport a passenger nor for the cancellation of a reserved space or removal of a passenger due to, but not limited to, safety reasons, to prevent the violation of any applicable laws of any country or to prevent any hazard or risk to such passenger, to any other person or property, or to the flight.

VALIDITY OF TICKETS:

Tickets are made out in the name of the customer and are not transferable. Tickets are valid only on the dates and flights indicated. Unused portions of tickets may not be used for travel on other flights and are not subject to refund at any time.

BAGGAGE:

Limits: Air carriers have individual rules and regulations with respect to baggage weight, size and number. Customers must consult with the travel agent for applicable restrictions.

Liability: The provisions of the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier, as well as the notice appearing on the passenger ticket and baggage check, govern the loss of and damage to baggage and establish the limits of air carrier's liability. Baggage lost or damaged while boarding or disembarking a ship must be reported to the Purser's office prior to the ship's departure from port or prior to leaving the local customs area. Passengers' baggage and

property are transported, stored and handled at owner's risk at all times.

CANCELLATION CHARGES

Charges will apply in the event of any cancellation. Insurance premiums are non-refundable, in whole or in part, whether cancelled before or after the departure date. The day of departure is excluded when calculating cancellation or change fees. All cancellation fees must be calculated based on the total amount of the products and Travel Services purchased.

If cancellation is necessary, the notice of cancellation must be provided to ATOURZ in writing. Charges for cancellation will be as follows:

Number of days prior to tour commencement	Cancellation charges of total price
60 days or more	loss of deposit
59 – 31 days	50%**
30 – 0 days	100%

**Plus any unrecoverable deposits paid to suppliers.

REFUNDS & CLAIMS

No refunds will be made for any unused portions of a tour package including hotels, sightseeing, cruises, transfers, meals, international or domestic flights unless cancelled or missed by the service providers and suppliers. No refund will be made in the event a service or function is cancelled due to causes beyond the supplier's control.

All requests for refunds must be submitted in writing to ATOURZ through the travel agent from whom the tour has been purchased within 30 days of scheduled completion of travel service. Your refund claims should accompany original/authentic receipts, written notices from hotels, ground service providers explaining the failure to provide a confirmed service and all relevant support documents including personal notes and photographs if available, returned to ATOURZ by traceable means. Your failure to provide us with a detailed notice in writing will preclude your right to pursue a claim against us. Refunds will not be issued for amounts less than \$50.00

ATOURZ require minimum of 6-8 weeks from the date of receipt of your official claim to investigate and process refunds.

TRAVEL INSURANCE & MEDICAL ADVICE

All clients are strongly recommended to take out adequate insurance coverage to protect themselves against trip cancellation and interruption, loss of luggage, medical, hospitalization and emergency evacuation prior to or during travel. In the event of a traveller becoming ill during a tour, all hospital, medical, evacuation and air lift expenses are the traveller's responsibility. In such cases clients shall not be entitled to any refund for the remainder of the tour, either in total or partial. It is also strongly

suggested that participants seek the advice of a travel health professional with regard to any medical precautions at the destination/s.

TRAVEL DOCUMENTS

It is the full responsibility of customers to obtain at their own expense all necessary travel documents required by all relevant government authorities, including all ports of call, and to comply with the laws thereof. Passports will be required for all air and sea travel to or from all destinations and may have to be valid for six months beyond the date of the expected return to Canada. Canadian Citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be required for permanent residents/landed immigrants who are not Canadian citizens. One (1) parent traveling with a child under age 18 may have to obtain a notarized letter of consent signed by the parent not traveling. Customers are responsible for checking which documents are required, and then make certain that they have the necessary documents in hand prior to departure. The carrier or relevant authorities, without further recourse or the possibility of a refund, may deny customers boarding privileges failing to provide the required documents. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. ATOURZ shall not be liable for any aid or information given by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given orally, in writing or otherwise, or for the consequences suffered by any customer resulting from his/her failure to obtain such documents or to comply with such laws.

HEALTH

The Public Health Agency of Canada strongly recommends that your travel plans include contacting a travel medicine clinic or physician six to eight weeks before departure. Based on your individual risk assessment, a health care professional can determine your need for immunizations and/or preventive medication and advise you on precautions to avoid disease. Travellers are reminded to ensure that their routine (childhood) immunizations (e.g., tetanus, diphtheria, polio, and measles) are up to date.

Standards of medical care may differ from those in Canada. Treatment may be expensive, and payment in advance may be required. Travellers are advised to arrange for medical insurance prior to departure. Prescription medications should be kept in the original container and packed in carry-on luggage.

The Public Health Agency of Canada also recommends that travellers who become sick or feel unwell on their return to Canada seek a medical assessment with their personal physician. Travellers should inform their

physician that they have been travelling or living outside of Canada.

LOCAL LAWS, CUSTOMS AND DIFFERENT LIVING STANDARDS

Some events are part of normal unpleasant occurrences, which can happen when traveling abroad. The customer realizes this, solely assumes the consequences thereof and agrees that ATOURZ cannot be held responsible for any damages owing to such occurrences.

Living Standards: Customers are asked to bear in mind and accept that living standards and practices at the destination, and the conditions there with respect to the provision of utilities, services and accommodations, may differ from those found in Canada.

Service disruptions: Some services including water, electricity, air-conditioning, security, sanitary conditions, pools, food, beverages and other services or benefits may be suspended or interrupted partially or completely during the customer's stay. Likewise, depending on the occupancy rate of hotels, à la Carte dining may be replaced by buffet or vice-versa.

Food, water and beverages: The food, water and beverages may not be up to North-American standards. Accordingly, customers assume sole responsibility for any illness suffered while abroad or upon return owing to the quality of the food, water and beverages.

To ensure an informed and enjoyable vacation, we recommend you discuss the relevant customs of the countries you will be visiting with your travel agent and the appropriate tourist boards and/or embassies or consulates.

SPECIAL SERVICES

We will do our best to convey your special accommodation requests and other requirements but these are strictly at the discretion of the hotel or local service provider, and may not be confirmed prior to departure and may be subject to surcharges payable locally. ATOURZ is not responsible if these special requirements are not met. Special in-flight meals must be requested at least 72 hours before departure. There is no charge for special meals, and if your special meal request is not provided, no refund will apply.

IF YOU ENCOUNTER A PROBLEM

Should you find your accommodation or other services unsuitable, contact our local representative or the hotel manager without delay. If the matter cannot be resolved at the destination, notify your Travel Agent immediately. If you decide to find your own accommodation elsewhere, we will refund the unused portion of your hotel stay upon return less any cancellation penalties imposed by the supplier. Any additional costs incurred are your responsibility. Please ensure to bring original/authentic

receipts, written notices from hotel manager or ground service providers explaining the reason for the change and any other relevant support documents including personal notes and photographs if available.

INFORMATION AND PHOTOGRAPHS

Every effort is made to ensure the information provided is correct. Photographs are representational only and do not guarantee that everything will be exactly as depicted upon arrival at your destination. The occasional error or change in circumstances may occur. As tours are planned months in advance prior to departure, occasionally it is necessary to make changes. The majority of these changes will be minor and we reserve the right to make them whenever it is necessary. Where significant changes are made, we will notify you or your Travel Agent as soon as reasonably possible.

FORCE MAJEURE:

ATOURZ shall not be liable for failure in the performance of any of its obligations, including without limitation, for any loss or damage resulting from any delay, cancellation, loss of personal belongings, illness, bodily injury, accident, death, deterioration of Travel Services, inconvenience, loss of enjoyment, disappointment or frustration, either mental or physical, due to:

- An Act of God or Force Majeure;
- A war, revolution, insurrection, riot, blockage or any other unlawful act against public order or authority, including an act of terrorism or threat thereof;
- Fire, flood, explosion, earthquake, epidemics, quarantine, storm, lightning, tornado or adverse weather conditions generally;
- Accident to or failure of an aircraft or equipment used in connection therewith, loss of or hijacking of an aircraft, or any shortage of or inability to provide labor, fuel or facilities;
- Any strike, lock-out, labor dispute or other industrial disturbance whether involving ATOURZ employees, the employees of its service providers or others upon whom ATOURZ relies;
- Any government order, regulation, action or inaction or any failure to obtain the approval of a government authority having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation;
- Others upon whom ATOURZ relies for the performance of the whole or any part of any Travel Services hereunder;
- Any other causes beyond the reasonable control of ATOURZ and any other event not reasonably to be

foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of ATOURZ or of its service providers.

EXCLUSION OF LIABILITY

ATOURZ makes arrangements with air carriers, hotels, transfer operators and other independent parties to provide customers with Travel Services they purchase. Although ATOURZ takes great care in selecting these service providers, it does not have any control over them and cannot be held responsible for their omissions, fault or negligence, or that of their employees, nor for any loss or damages suffered as a result thereof. Travel Services provided are subject to the conditions imposed by the service providers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

OPTIONAL ACTIVITIES NOT INCLUDED IN THE PACKAGE

ATOURZ shall not be liable for the quality or safety of activities (such as excursions, optional tours, little extras and others)

available at destination that customers may wish to participate in and which are not included in the package, nor for any other representation made by the operator of any such activities. Any written or oral contract for all such activities shall be deemed to be made between customers and the operator of such activities and shall be undertaken at the customers' own risk of loss, damage or injury. ATOURZ shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such activities which are offered by third parties over whom ATOURZ has no control.

CONFIDENTIALITY & PRIVACY

ATOURZ strictly complies with principles of confidentiality with respect to customers' personal information, including in accordance with the Personal Information Protection and Electronic Documents Act.

LAWS The laws of the province in which the Canadian gateway city is located govern this agreement. Any

legal action instituted against ATOURZ must be heard before the courts of this province. For the purposes of any such proceedings, the parties hereby agree to elect domicile in the judicial district of the Canadian gateway city in question. The voiding of one or other of the clauses hereto shall neither annul nor invalidate this agreement, which is known as the General Terms and Conditions. ATOURZ, a Division of Airliners, is registered as a tour wholesaler and a retailer in Ontario.

ATOURZ ASSURANCE

At ATOURZ we want you to have the perfect vacation you envisioned. We will go the distance to accommodate all your special requests, whenever possible. We are also committed to do our utmost to solve any unexpected problems that you may encounter.

DISCLAIMER

The general terms and conditions stipulated in the document may be changed at any time without notice and at the sole discretion of ATOURZ or its parent company, AIRLINERS.

Last updated: December 6, 2010

ATOURZ – A division of Airliners

1220 Ellesmere Road, Suite, 1
Toronto, Ontario

Tel: 416 485 6375 | 1 877 728 6870 E-mail: res@atourz.ca
Ontario Registration # - 4631685 and 4631677

