



**PLEASE READ THE WEB SITE TERMS AND CONDITIONS IN THEIR ENTIRETY.**

For purposes of these Terms & Conditions the words "you," "your," "passenger" and "cardholder" refer to each person who books or is named on the booking or otherwise purchases or receives goods and services arranged through TravelBrands. The words "TravelBrands", "our" and "we" refer to Red Label Vacations Inc. dba TravelBrands.

These Terms & Conditions, in their entirety, govern your purchase and/ or booking of goods and/or services from TravelBrands. You accept and agree to be bound by these Terms & Conditions, as outlined on our Web Site. You agree to convey the Web Site Full Terms & Conditions to all parties associated with your booking.

**Independent Suppliers:** TravelBrands makes arrangements with third party suppliers who provide travel-related services such as air travel, hotels, buses, sightseeing, car rental, transfers or other activities included in your booking.

We act solely as agent for the suppliers identified on your travel documents whose services are being arranged for you. The travel services provided by suppliers are subject to the terms and conditions contained in the tickets, brochures, exchange orders or vouchers issued by them. Familiarize yourself and your travel companions with the suppliers' terms and conditions of sale. We have provided you with the information, as it was made available to us, and explained those services that relate to the services offered, prices and terms and conditions, which terms and conditions govern your purchase of travel services.

The liability of these suppliers may be limited by their tariffs, conditions of carriage and international conventions and arrangements.

TravelBrands 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.

Suppliers are independent parties over which we have no control. The information and description given about suppliers are based on our inquiries and are believed to be accurate, but we make no warranty or representation in respect thereof. We cannot be responsible for breach of contract, failure to comply with any laws, or any intentional or negligent actions or omissions on the part of such supplier(s), which result in any loss, damage, delay, inconvenience or injury to you, your travelling companions or group members.

**Notice to Travellers:** Please be advised that:

- We do not assume responsibility for any breach of contract, acts or omissions of anyone other than our employees, properly acting on our behalf;
- TravelBrands assumes no responsibility for overbooking, cancellation or delays for hotels, airlines, car rentals, local excursions, transfers, or other services arranged through TravelBrands;
- No employee, agent or representative of ours has the authority to modify, waive or alter any provision of this Notice;
- Unless the term 'guarantee' is stated in writing on your tickets, invoice or itinerary, we do not guarantee any of the supplier(s) rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. We are not responsible for any injuries, damages, or losses caused to any traveller in connection with terrorist activities, social or labour unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control. There may
- be different living standards and practices, and different standards and conditions with respect to the provision of utilities, services and accommodation outside Canada. Information on 'relevant laws and
- customs and documentation' is contained in the supplier(s) brochure, or is obtainable through tourist offices, consulates, etc, of the applicable destination. We can only provide information available to us from
- our manuals or automated airline services. By embarking upon your travel, you voluntarily assume all risks involved in such travel, whether expected or unexpected. You are hereby warned

of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility you may be unable to travel as scheduled because of personal emergency.

- Any deviation in your travel is subject to a service fee in addition to any supplier charges or penalties.
- We cannot be responsible for your failure to obtain and carry proper travel documentation (see section on Documentation).

**MANY OF THE PROBLEMS FOR WHICH WE CANNOT BE RESPONSIBLE CAN BE INSURED AGAINST. WE ARE STRONGLY RECOMMENDING THAT YOU OBTAIN THE APPROPRIATE INSURANCE COVERAGE TO PROTECT YOURSELF AND YOUR TRAVELING COMPANION(S) ACCORDINGLY.**

**How To Make A Booking:** Simply call or visit your travel agent and they will contact TravelBrands for reservations.

**Payment Requirements:**

<b>Air Only</b>	Full payment is due immediately on booking
<b>Cruise</b>	Deposit amounts and payment terms vary by Cruise line, length of sailing, and/or itineraries. Please enquire at time of booking
<b>Sunquest Packages</b>	A non-refundable deposit of \$250.00 per person, is due immediately on booking. Balance and/or full payment is due no less than 45 days prior to departure date*  * The deposit due at the time of booking, and full payment, is non-refundable and non-transferable.
<b>Exotik Tours If more than 50 days prior to departure</b>	LAND PORTION: deposit of \$100 per person. AIR PORTION: We will follow our airline contract for each individual ticket. Standard deposit will be \$500 but this can vary and be higher for some tickets. Clients will be notified at time of booking.  Final payment is due 50 days before first service. These deposits do not include insurance. For all bookings made less than 20 days before departure, payment by credit card is required.  CANADA LAND PORTION: 10% per person of the total package price AIR PORTION: We will follow our airline contract for each individual ticket. Standard deposit will be \$500 but this can vary and be higher for some tickets. Clients will be notified at time of booking.  Final payment is due 50 days before first service. Important Note: Additional deposits may be required by some land services which are over and above the Exotik deposit requirements. Clients will be notified at time of booking.

The deposit and/or full payment due at the time of booking is non-refundable and non-transferable. TravelBrands reserves the right to cancel a booking where any payment is not received within 5 days of its due date.

**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 TravelBrands for the card's use. TravelBrands Inc. will appear as the merchant on your credit card statement.

**Cancellations:** If you need to cancel your booking, you must notify your travel agent immediately. Cancellation charges are calculated based on the date that TravelBrands receives notice of cancellation.

**Cancellation Charges:**

<b>Air Only</b>	Cancellation charges as
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	imposed by the airline. Please enquire at time of booking
<b>Cruise</b>	Cancellation charges as imposed by the cruise line. Please enquire at time of booking
<b>Sunquest Packages</b>	45 days or more prior to departure date: \$250.00 per person non-refundable deposit 44 days to 21 days prior to departure date: 50% of total price* 20 days prior to departure date to any time including on and after departure date: 100% of total price*  * The deposit due at the time of booking, and full payment, is non-refundable and non-transferable. Sunquest reserves the right to cancel a booking where cash or credit card payment is not received by its due date.
<b>Exotik Tours</b>	If you need to cancel your booking, you must notify your travel agent immediately. Cancellation charges are calculated based on the date that Exotik Journeys receives notice of cancellation. The cancellation charge compensates Exotik Journeys 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 Exotik Journeys of any cancellation and is not a penalty. Exotik may arrange for the resale of any holidays you cancel without refund to you.  LAND: More than 50 days before use of first service: The deposit amount will be charged (refer to the "Payment requirements" paragraph. 49 to 30 days: 50% of the package price. Less than 30 days: 100% of the package price. Some products have more flexible cancellation conditions, clients will be notified at time of booking.  LAND FOR CANADA PRODUCTS: More than 50 days before use of first service: \$50 per person 49 to 30 days: = 10 % on Entire Item price 29 to 4 days: = 50 % on Entire Item price 3 days to day of arrival = 100% on Entire Item price AIR: Deposit amount is non-refundable. Penalties after final payment applied will vary upon ticket conditions and can be advised at time of booking.

The cancellation charge compensates TravelBrands 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 trip you agree that the cancellation charge is a genuine estimate of damages to TravelBrands of any cancellation and is not a penalty. TravelBrands may arrange for the resale of any holidays you cancel without refund to you.

**Changes to a Booking:**

**Sunquest:** Changes to a Booking: Changes to a confirmed booking will make the booking subject to cancellation charges and administration fees. Administration fees vary depending on the airline or hotel. Ask your travel agent to contact Sunquest on your behalf. There will be charges for each change. You will also be responsible for any price increase on goods and services, and no price adjustments shall be made if the price for such goods and services has decreased. 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.

Name change requests or name corrections may be denied due to airline or hotel policy and conditions, and will be treated as a cancellation and rebooking.

**Exotik Journeys:** If, after booking has been confirmed by Exotik Journeys, 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: Exotik Journeys will only charge a supplement if our suppliers are asking for such as airlines, hotel, ground operator etc. No price adjustments shall be made if the price for goods and services has decreased. 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. If a passenger wishes to modify, change or cancel the package, he or she will be required to notify Exotik in writing within the prescribed deadline.

**Attraction Tickets, Tours & Transfers:** Changes to a confirmed booking can only be made prior to 30 days before departure. An administration fee of \$25.00 per booking plus GST/HST will be charged for each change.

**Hotel Only:** Changes to a confirmed booking can only be made prior to 60 days before departure. An administration fee of \$25.00 per booking plus GST/HST will be charged for each change.

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 such goods and services has decreased. 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. Name change requests may be denied due to hotel and supplier policy and conditions.

Requests for changes less than the specified days before departure will not be accepted and will make the booking subject to full cancellation charges. Name changes or name corrections within this period will be treated as a cancellation and rebooking.

**Air Inclusive Packages:** Changes to a confirmed booking are not permitted and will make the booking subject to full cancellation charges. All change requests (including passenger name/letter/title correction) will be treated as a cancellation and rebooking.

**Cars Rentals:** Changes to a confirmed booking are permitted prior to scheduled pick-up. Change requests made after scheduled pick-up, will be treated as a cancellation and rebooking. No refund for unused days. Additional charges may apply.

**Group Bookings:** Please note that cancellation charges and change fees for groups may differ from those above and will be in accordance with the group contract terms and conditions.

**Special Requests:** TravelBrands cannot guarantee specific requests such as room location, adjoining rooms, bed preference, in-flight meal requirements, sky cots, etc.

While TravelBrands will attempt to advise service providers of such requests, it cannot be held responsible if such requests cannot be fulfilled or if local surcharges are applied.

**Children:** Unless otherwise stated, children's prices are restricted to those 2-11 years of age at the time of departure and only when sharing a room with 2 full paying adults.

**Infants:** Passengers under the age of 2 for the duration of the holiday are considered infants and will fly free of charge (1 infant per adult allowed). A reservation, however, is required for each infant. Please note that infants are not assigned a seat and are not allotted baggage allowance. If an infant turns 2 years of age during the vacation, an airline ticket must be purchased for his or her travel to and from the destination. Certain fees may apply.

**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. TravelBrands 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. This includes the documentation required by both the government authorities in your holiday

destination as well as any jurisdictions which you may transit through en route to your holiday destination. 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. A valid passport is required. Some countries require passports to be valid for up to six months beyond your return to Canada. For information on the Canadian Government Passenger Protect program, please visit [PublicSafety.gc.ca](http://PublicSafety.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 jurisdictions transited through en route to the holiday destination, or by the airline, passage or entry to the destination or transit jurisdiction may be refused. If passage or entry is refused, TravelBrands will not be held liable and will not issue any refunds.

**Hotel check-in may require a valid passport and/or a valid credit card. Rental Car pick-up will require a valid driver's license, a valid credit card and may also require an International Driving Permit (IDP). Please enquire at time of booking.**

**Tickets:** Tickets are available once full payment has been received by TravelBrands (see section on Payment Requirements). All tickets and vouchers are produced in electronic format and will be forwarded to you or your travel agent. Please review for accuracy. E-documents must be presented along with proper identification (see section on Documentation) at check-in for departure flight, return flight, and for other purchased services such as hotel accommodations, optional excursions, transfers and car rentals. All e-tickets are valid only for the flight purchased and cannot be exchanged for other flights or departure times.

**Flights and Carriers:** All flight times, flight itineraries, carriers and aircraft types are subject to change with or without notice. The carriers and TravelBrands also reserve the right to add en route or overnight stops. It is recommended that you contact the airline within 24 hours of departure to confirm your departure times. 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. Please check with the airline directly for check-in cut-off time. You agree that TravelBrands 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), The Athens Convention, The London Convention and The Montreal Convention and these Terms & Conditions. TravelBrands makes arrangements with various airlines. Air transportation complaints are solely the responsibility of the airline concerned. You agree that TravelBrands cannot be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays.

**Baggage:** Please check your e-tickets for baggage allowance information. There may be charges for excess baggage. Please contact the airline for more details. All baggage remains at your own risk throughout the trip. TravelBrands shall not be responsible for any damage to or loss of luggage or personal items. 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. All incidents of damaged, lost or stolen luggage should be reported in writing directly to your insurance company. 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. Please ensure you have adequate insurance to cover your belongings throughout your holiday.

**TravelBrands STRONGLY RECOMMENDS THE PURCHASE OF TRAVEL INSURANCE**

**Connecting Flights:** If you have arranged your own

connecting flight, you should allow ample time (minimum 3 hours or overnight) between flights. TravelBrands cannot accept any responsibility for additional charges incurred for airfares or other expenses due to missed flights, irregular air operations or flight time changes.

**If your Air Inclusive Package flight itinerary includes a connecting flight and an airline change/flight delay occurs en route or you miss your connecting flight, you must immediately contact the Customer Service Help Line number indicated on your e-documents and notify them of your revised arrival time/flight number in order to secure your transfer pick-up, provided transfer service is included in your package.**

**Local Transfers:** If you have purchased roundtrip transfers, your documents will include transfer vouchers with full details. Upon arrival, please proceed directly to the transfer company identified on your documents. For your return, please be ready to depart your hotel at the designated time indicated by your transfer company. You must reconfirm your return transfer pick-up time. There is no reimbursement for missed transfers.

**Problem Handling:** If you have any questions, queries or problems while at your destination, please contact hotel management, the transfer agent or supplier directly, as applicable. You may also contact our Customer Service Help Line at the contact telephone number listed in your documents. Failure to report your concerns may preclude your right to a claim.

Should you find your accommodation unsuitable, contact the hotel manager immediately. If you decide to find your own accommodation elsewhere, we will refund the unused portion of your hotel stay less any cancellation penalties imposed by the supplier. Additional expenses incurred for new accommodation are your responsibility. Any request for refund must be accompanied by original receipts.

**Additional 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 TravelBrands 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. The Public Health Agency of Canada recommends that you visit your family doctor or a travel medical clinic prior to departure to advise you on precautions. Please check the Foreign Affairs & International Trade Canada website at [Travel.gc.ca](http://Travel.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 TravelBrands 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 TravelBrands 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 TravelBrands 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:** In the event that certain services are cancelled, TravelBrands will have no responsibility beyond the refund of all monies received by TravelBrands for such cancelled services, which will be deemed to constitute full settlement of any claim you might have against TravelBrands for the cancellation.

**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, TravelBrands reserves the right to substitute hotel and other arrangements for arrangements of comparable value without notice or liability.

**Force Majeure/Act of God:** TravelBrands 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 TravelBrands 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 or natural phenomena at any time of the year.

**Hotel Ratings:** Star ratings are our opinion and can differ from official gradings. Our rating is relative to general standards in each destination, so our four-star hotel in one destination can be different to our four-star hotel in another. Ratings are based on many factors including hotel location and facilities as well as feedback from our customers and staff. Hotel rooms in Europe vary in size and some may have smaller dimensions.

**Facilities & Services:** Hotels may curtail or alter some facilities without notice, usually for purpose of ongoing maintenance and improvement. You agree that TravelBrands shall not be held responsible or liable if, due to the acts or omissions of others, some services, bonus features or facilities described, cease to be available or are not working.

The behaviour of other guests and the cancellation of services for any reason are beyond TravelBrands's control. All efforts are made to ensure accuracy at the time of publishing. Descriptions and photographs are representational only and are not a guarantee that everything will be exactly as depicted at the destination. You agree that TravelBrands 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 or natural phenomena.

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.

**Unused Service:** No refunds or adjustments will be made to you for portions of your trip not taken or used.

**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 but could be different at each hotel. All-inclusive privileges begin at check-in and end at check-out.

**Day Tours:** Itineraries may be physically demanding and may entail prolonged periods of walking. Some day tours are not recommended for those with special needs and/or children under the age of six – please enquire at time of booking. When visiting any church in Europe – shorts, short skirts or bare shoulders are not permitted. For security purposes, bags, parcels, knapsacks are not permitted in certain museums and churches. Local guides are fluent in English and/or other languages; however, some language barriers may be encountered.

Day Tours may require a minimum number of passengers to operate; which may result in cancellation of the tour if the minimum requirement is not met.

**Local Excursions/Optional Tours:** All excursions/optional tours sold locally in destination are subject to the local cancellation policy as each tour is operated by independent suppliers.

**Prices & Cost Increases:** All prices, unless otherwise stated, are per room based on single/double adults sharing one hotel room. All prices advertised on our Web Site or in our brochure are in Canadian dollars. The prices advertised are based on fixed costs at the time of publication. These costs are dependent on rate of exchange and/or other factors. TravelBrands 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 TravelBrands, 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 TravelBrands.

Prices may be adjusted in response to market conditions or other factors and may change at any time. Changing conditions require a response to booking trends that cannot be foreseen and may result in price increases or decreases depending upon the specific product and dates of travel. Price reductions made in response to market conditions are offered as an incentive to new bookings only.

All prices are directed solely to Canadian residents. Residents of other countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. TravelBrands shall not be responsible or liable for any resulting change in price or additional expenses imposed by hotels or suppliers.

**For Residents of the Province of Quebec:** The price for the travel services provided hereunder may be increased following the imposition of a surcharge on fuel by the air carrier, or an increase in the exchange rate insofar as the exchange rate applicable 45 days before the date of departure has increased by more than 5% since the date of this contract. If any such increase is equal to or greater than 7% of the price of the travel services, without taking into account any increase in the Quebec sales tax or federal goods and service tax, you may choose to cancel this contract and to receive a full refund of any amounts paid. There shall be no increase in the price of travel services within 30 days of your departure date.

**Special Needs Passengers:** TravelBrands must be advised of any special services required at time of booking so we can determine the availability with the airline directly. Although reasonable attempts will be made to provide the airport services requested, TravelBrands does not guarantee that the airport while in destination will be wheelchair accessible.

Services required for a passenger with special needs cannot be confirmed at the time of booking or prior to departure. Transfer/tour vehicles and hotel facilities for special needs passengers may be limited and subject to local surcharges in destination or not available. Please check with your travel agent or a TravelBrands representative prior to booking.

**Notice of Claims:** You must notify TravelBrands, in writing by registered mail, of any claim you may have, or claim to have, against TravelBrands, within 30 days from the event giving rise to the claim. Should you not file a written complaint with TravelBrands within 30 days from the end of your trip, 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 TravelBrands.

TravelBrands 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 TravelBrands unless you have submitted a notice as set out above. Under no circumstances shall TravelBrands be liable to you for an amount in excess of the total amount paid to TravelBrands for your vacation.

**Compliance:** You agree to comply with any reasonable instructions issued by TravelBrands or its representatives during your vacation.

**Applicable Law:** Regardless of your holiday destination, any dispute between you and TravelBrands 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 TravelBrands 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, TravelBrands 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 TravelBrands, 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.

**TravelBrands'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 TravelBrands and Regulations thereunder and are subject to the conditions imposed by the suppliers and such suppliers' (and TravelBrands's) liability is limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements as amended (e.g. The Warsaw Convention, The Athens Convention, The London Convention and the Montreal Convention).

You agree that TravelBrands 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 therefrom, or from any cause that arises by reason of actions of parties other than TravelBrands.

TravelBrands reserves the right to decline any passenger as a member of these tours at any time.

**Privacy Policy:** TravelBrands 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.travelbrands.com](http://www.travelbrands.com) or by contacting our Privacy Policy Office at the address listed below.

**Red Label Vacations Inc - d.b.a. TravelBrands**

5450 Explorer Drive, Suite 302 Mississauga, ON L4W 5N1  
**Ont. Registration Number:** 50022275 [tico.ca](http://tico.ca)

1050 Pender St W., Suite 2200 Vancouver, B.C. V6E 3S7  
**BC Registration Number:** 3597

1257 rue Guy, Suite 325 Montreal, QC H3H 2K5  
**Quebec Registration Number:** 703 376

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

**Miscellaneous:** Prices are valid at time of publication for departure February 1-December 31, 2020. All prices are subject to change without notice. The information on our web site and in our brochure supersedes all previously published information.

**Published July 2021.**

**Entire Agreement:** The full terms and conditions, together with the Privacy and Security sections, as well as the Web Use Agreement Terms and Conditions available on our web site, to the extent that they apply, constitute the entire agreement between TravelBrands and you regarding the subject matter of this agreement, and supersede all prior or contemporaneous communications, whether electronic, oral or written between TravelBrands and you with respect to such subject matter. Your retention and use of tickets, reservations, tour documents, invoice or bookings after issuance, shall constitute evidence of your consent to the full terms and conditions as outlined on our web site.