

Terms and Conditions

The Purchase of your Travel Booking offered by Flight Centre USA, Inc., a Delaware incorporated business and/or The Flight Shops, Inc. a Canadian federally incorporated entity both trading in their respective countries as FCm Travel Solutions (collectively "FCm Travel Solutions"), constitutes a contractual agreement between FCm Travel Solutions and the purchaser of the travel booking and the booked travelers and implies acceptance of these Terms and Conditions and Release.

Deposit Cancellations and Refunds:

- Q Initial Non Refundable Deposit \$500 USD/CAD
- Q Within 45 days prior to departure NO REFUND

The above will be applicable for any cancellations due to any reason. All cancellations must be made in writing to FCm Travel Solutions to the attention of your account manager and the penalties are determined based on date of receipt.

We will not grant partial refunds for any unused trip arrangements, including voluntarily missed meals, sightseeing, transport, etc. once the trip has commenced, or facilitate any refunds for those travelers who do not complete any portion of the itinerary for whatever reason. All air tickets are 100% non-refundable and valid only for the flights booked. If forced to cancel travel due to circumstances beyond our control, an alternative itinerary will be provided at that time.

Stay Ahead/Stay Behind/Land Only: Can be made possible on an individual basis if advised at the time of booking. Please check with your account manager. Additional fares or fees may apply.

What your Package Includes: Your outgoing and return round trip flights from the designated gateway city, pre-assigned accommodations at destination, ground transportation, guide/escort as indicate in itinerary, entrance fees to all sights as per itinerary, baggage transfer of equipment, tips and gratuities to Guides and Drivers.

What your Package does not Include: Documentation fees, including that of passport and visas if applicable, government fees collected at destination, airport fees collected at terminal, in-flight beverage and meal costs, miscellaneous fees for airline in-flight services and products, laundry, additional costs during stay, including long distance phone calls, room service, excess baggage, optional excursions, overnight accommodations prior to departure or upon return, travel cancellation and medical insurance, new or increased fees or surcharges by airlines, hotel, and transportation, surcharges due to changes in currency exchange rates, certain airline taxes and fuel surcharges and expenses caused by airline rescheduling cancellation or delay caused by airlines, bad weather, and events beyond FCm Travel Solutions controls. This is only a sample of additional costs and is not comprehensive. Please refer to what is included in your booking fare.

Additional Fees: Please note that additional airport fees and government taxes (other than sales tax) may not be included in your ticket price, these are frequently collected at destination).

Travel insurance: Including medical and cancellation, is highly recommended and can be arranged. Please refer to our preferred insurance provider, RBC Insurance website, for the benefits and coverage for their various packages: <http://www.rbcinsurance.com/travel/travel-insurance-policy.html>

Visas & Passports: Please check that your passport is valid for 6 months or longer than your intended travel time. It is your responsibility to obtain at your expense all documentation required by all relevant government authorities for travel, which may vary depending on citizenship status. Special documentation may be required for unaccompanied minors or children traveling without both parents. If you do not have the proper documentation for boarding, the airline may refuse boarding. Flight Centre will not be held responsible for incorrect documentation whatsoever.

For international flights: Passengers traveling outside country of origin, regardless of nationality, must consult with visaconnection.com and local consulates about regulations on passports and visas

Depending on the requirements of the destination country, each passenger must be in possession of proof of citizenship with photo ID in the form of passport, birth certificate and driver's license, or citizenship card.

- Q Check with local officials (embassy, consulate) to find out which documents are required and then make certain that you have the documents in hand at time of check-in.

- Q Failure to provide the required documents may result in being denied boarding privileges by the carrier or relevant authorities, without further recourse or the possibility of a refund.
- Q No refund or replacement is given for lost or stolen travel documents.
- Q It is important to note that you may still be denied country entry even if the relevant documentation is provided.

Notice to Travelers: Travelers should be aware that different living standards and practices may exist outside of United States and Canada including but not limited to: provision of utilities, e.g. Water and electricity; accommodations; services of all kinds; food; food preparation and water quality. Flight Centre shall not be held responsible for any loss, damage, illness or injury resulting from different living standards. The quality of hotels advertised by our suppliers has been rated in accordance with the normal standard of the destination and could be different from the standard of Canadian hotels. Service may be interrupted at any time for renovations, maintenance, or construction. Flight Centre is an agent only and cannot be held responsible for quality or interruptions of service.

Vaccination Requirements: Call your local Traveler's Medical and Vaccination Centre, or see your family doctor. For Canadians please visit this site for more details and travel centres in Canada http://www.phac-aspc.gc.ca/tmp-pmv/travel/clinic_e.html

Travel Safety: The decision to travel and where to travel are the sole responsibility of the individual. The best way to have a safe trip when you are traveling to unfamiliar places is to do your research first and check the safety of your travel destination. FCm Travel Solutions recommends reviewing travel prohibitions, warnings, advisories, and announcements issued by the local governments prior to booking. Relevant information can also be found on these sites: www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.treas.gov/ofac, www.cdc.gov, www.customs.gov, <http://www.voyage.gc.ca/dest/ctry/reportpage-en.asp> and <http://www.tc.gc.ca/>.

Baggage allowances and restrictions: will apply on all airlines, these will vary and you should contact the airline you are traveling with directly to verify specific restrictions.

US Regulations for flights: 100% screening of all checked baggage. Effective January 1, 2003, for flights departing from the United States, all checked baggage is subject to 100% inspection using various screening methods.

- Q Passengers are urged to leave all of their checked baggage unlocked, to avoid the need to forcibly open bags that require further physical inspection
- Q Passengers are advised to use cable or zip ties as an alternative to baggage locks

For more information, visit www.tsatraveltips.us

Agency: FCm Travel Solutions acts as a travel agent only. Many of the services that make up your travel booking are provided by independent suppliers ("Service Providers"). Payment of your travel booking to us, as the Agent of the Service Provider, contracts you to the terms and conditions of the Service Provider. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies against the Service Provider, and not against us. We do not represent that any travel products or services will be suitable for you. We rely on the information that is provided by the Service Providers to assist you to make an informed decision, but we cannot guarantee the accuracy in respect thereof.

Disclaimer of Liability: FCm Travel Solutions is not itself a tour operator, carrier, or hotelier, nor do we own aircraft, hotels or coaches. We exercise every care in the selection of reputable service providers, which term include but is not limited to tour operators, airlines, coach operators, hotels, cruise – line operators and shilling, rail, car hire, and restaurant operators ("service providers"), which we recommend or which are used in tours that we sell. All bookings are subject to the terms and condition and limitations of liability imposed by these Service Providers, some of which limit or exclude liability in

respect of death, personal injury, delay and loss or damage to baggage.

We always do our best to make sure your travel arrangements are satisfactory. However we cannot be held responsible for any liability of whatever nature, whether in contract tort, or otherwise, for the acts, omissions or default, whether negligent or otherwise, of the Service Providers, over whom we have no control.

To the maximum extent permitted by law, neither we nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with the purchase and/or use of any products and services supplied. This limitation of liability applies to all damages of any kind including compensatory, direct, indirect, or consequential damages, loss of data, income, or profit, loss or damage to property, personal injury and claims of third parties.

If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited to, at our option:

- Q In case of products:
 - o The replacement of the products or the supply of equivalent products
 - o The payment of the cost of replacing the products or acquiring equivalent products
- Q In case of services
 - o The supply of the services again
 - o The payment of the cost of having the services supplied again.

Disputes: If you have cause for complaint whilst traveling on a booking that was facilitated by FCm Travel Solutions, you must bring it to the attention of your account manager immediately who will do their best to rectify the situation. Delay in reporting a complaint may reduce the effectiveness of your account manager to alleviate the situation. It is unreasonable to take no action while traveling but then write a letter of complaint upon return. Regardless, we will endeavor to address a complaint that has been forwarded to the account manager within 28 days of completion of travel.

It is possible that flight times, accommodations, and or other travel services booked may change even after the booking is completed and full payment is received. It is recommended that you familiarize yourself with the terms and conditions of the Service Providers. Please ensure that we have your current contact information so that we can notify you of such changes.

Many of the services that make up your travel plans are provided by independent suppliers ("Service Providers"). These Service Providers have their own terms and conditions on your booking. Some of these terms and conditions may limit or exclude the Service Provider(s)' liability to you, usually in accordance with the applicable International Conventions.

Liability Limitations: Service Providers reserve the right to refuse service to travelers for the following reasons. The traveler:

- Q Lacks proper documentation for the country of destination
- Q Has a contagious disease
- Q Is under the influence of alcohol, drugs or narcotics
- Q Manifests disruptive and/or unruly behavior

Behavior of Self and Other Travelers in Party: When you book with us, you accept responsibility for any and all damage or loss caused by you or any member of your party. Full restitution for such damage or loss must be paid directly to the Service Provider. Failure to do so, you will be responsible for any subsequent claims made against us (in addition to ours and the Service Provider's legal costs) as a result of your actions.

As our client we reasonably expect that you will respect and be considerate for other people traveling. If you or any member of your party behaves in such a way that is deemed to be dangerous, upsetting, or distressful to a third party or damager to property, we or the Service Provider may terminate your travel plans of the person(s) concerned, without prior notice. Should this occur, the person(s) concerned will be required to cease continuing to travel on the booking made with us. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds

will be made and no expense or costs incurred as a result of the termination of travel will be compensated by FCm Travel Solutions.

Special Requests and Medical Problems: Should you have any special request, you must advise us at the time of the booking and clearly note it on booking. We will endeavor to pass any reasonable request to the Service Provider; however, we regret that we cannot guarantee that your special request will be fulfilled. Failure to meet any special request does not signify a breach of contract on our part. We also regret that we cannot accept conditional bookings, ones that are specified to be conditional on the special request or fulfillment. All such bookings will be considered a "regular" booking with a provision of the possible accommodation of the special request.

Should you or any other persons of your party traveling have a medical problem or disability which may affect your choice and pleasure of travel, please inform us prior to confirming your booking so that we can advise to the suitability of the chosen arrangements. In such an event, please provide us with the opportunity to assist you to ensure your travel experience is not limiting by providing us full details of your medical problem or disability in writing. We are within our rights to cancel a booking if we deem the travel plans reasonably inappropriate for the traveler with a health problem or disability that hinder them from undertaking the trip or if we are made aware after the time of booking of details that were not provided at the time of booking.

Check-in closing times: Due to enhanced security measures at all airports, most airline check in counters closes 1 hour prior to the scheduled time of departure. It is imperative that all passengers arrive at check-in within the recommended times noted. Any passenger arriving late for check-in will be denied boarding.

Check-in opening times: All passengers are asked to check in at least 2 hours for domestic and 3 hours for international prior to the scheduled time of departure of their flight. Please note that all travelers must be present with their boarding documents, passport and visas necessary for their travel.

Privacy Policy: FCm Travel Solutions respects the privacy of its customers. The personal information FCm Travel Solutions collects is used for the purpose of meeting your travel requirements. The personal information FCm Travel Solutions collects may include your name, address, phone number, e-mail address, credit card details (where you provide them) and any further information you volunteer to us. Where necessary to fulfill your requested travel requirements, we will provide personal information you provide to us, to airlines, tour companies, car hire agencies, hotels, restaurants, insurance providers and commercial partners. Please be assured we will not disclose any personal information for any other purpose without your consent, except where the use of disclosure is required or authorized by or under law and to protect any personal information it holds under law. FCm Travel Solutions takes reasonable steps to protect any personal information it holds from misuse, loss, unauthorized access, modification or disclosure. FCm Travel Solutions does not send unsolicited mail, nor does it sell, in whole or part, the personal information it collects and doesn't note disclose it to other organizations, except as provided above. The consequences of you not providing any information requested by FCm Travel Solutions is that FCm Travel Solutions may not be able to complete your travel arrangements nor will it be able to contact you to advise of changes to your travel details.

On request you are welcome to view the personal information that we hold about you. If you think that any personal information we hold about you is inaccurate, please contact us, and following authentication, we will take reasonable steps to ensure that is corrected.

Governing Law: If any dispute arises about this agreement or how this agreement applies, the laws of British Columbia will apply. To the maximum extent permitted by law, this agreement is governed by the laws of British Columbia and Canada. You hereby consent to the exclusive jurisdiction and venue courts in Vancouver, British Columbia, Canada in all disputes arising out of or relating to this travel booking.

If any of the terms and conditions for my booking is invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.

Additional Notices for US Travelers:

Vaccination Requirements: Call your local Traveler's Medical and Vaccination Centre, or see your family doctor.

Tax Recovery Charges: Amount displayed as Taxes & Fees consists of tax recovery charges, in the respective amounts that we must pay to our service providers in connection with facilitating your travel booking, equal to certain taxes, governmental fees and other charges payable by each such supplier.

Seller of Travel: Flight Centre USA, Inc. DBA FCm Travel Solutions is registered in the State of California and complies with the California's seller of travel regulations. Our registration number is 2048434-40. Registration as a seller of travel in California does not constitute the state's approval

Additional Information and Financial Security Arrangements: The Aviation Consumer Protection Division of the Federal Department of Transportation is responsible for issues relating to airline consumer travel. Under the Fair Credit Billing Act (US), consumers that purchase airline tickets from an airline that subsequently fails are entitled to a refund or credit from the credit card issuer. Under the USA Aviation and Transportation Security Act of 2001 (Public Law 107-71, 19 November 2001) the Century of Aviation Reauthorization Act of 2003 (P.L. 108-176, 12 December 2003), and the Intelligence Reform and Terrorism Prevention Act of 2004 (8 December 2004) other airlines based in the USA are required to provide transportation to holders of tickets on other USA-based airlines that have ceased operations due to insolvency or bankruptcy, "to the extent practicable", provided that the passenger makes arrangements with another airline within 60 days of the shutdown of the ticketed airline. The USA Department of Transportation has interpreted this in a series of [guidance letters](#) (administrative rulings) to mean that other USA-based airlines flying the exact same route are required to honor tickets of a USA-based airline that shut down, on a space-available (standby) basis, for no more than US\$25 per person per flight, one-way.

Additional Notices for Canadian Travelers:

We hold a Business Practices and Consumer Protection Authority license and are a proud member of the Association of Canadian Travel Agents.

Vaccination Requirements: Please visit this site for more details http://www.phac-aspc.gc.ca/tmp-pmv/travel/clinic_e.html or see your family doctor.

Release

I, the undersigned as the traveler or parent of the traveler (if under age of majority), have read and agree to the Terms and Conditions of FCm Travel Solutions and my itinerary description, as well as those provision contained in this Release, and acknowledge that they form part of my agreement with FCm Travel Solutions.

I understand that FCm Travel Solutions reserves the right to make changes in the program and in program costs as described in the itinerary description without liability of refund and can also terminate my booking or this agreement if I breach any of the terms and conditions of this agreement or at FCm Travel Solutions sole discretion. Under such conditions the Cancellation conditions will apply.

I agree to abide with all domestic and international laws of the country of origin and abroad, including those concerning alcohol and drugs. If I abuse or disobey such laws, even if unintentional, that I waive my right for a refund and that I could be sent home at my own expense or could be held by local authorities should they be involved.

I understand that it may be necessary for FCm Travel Solutions to make alternate arrangements with regards to accommodations, flights, as well as travel dates and destination, in the event of such changes FCm Travel Solutions will reasonably try to advise as early as possible with regards to alternate arrangements and will facilitate cancellations and refunds as per the Cancellations conditions.

Ensuring that I have correct documentation, with regards to visas and passports is my responsibility.

I agree to remise, release, and forever discharge FCm Travel Solutions as well as all of their affiliated, related, subsidiary and parent companies and all of their officers, directors, servants, and agents from any and all manner of actions, causes of actions, suite, debts, interest, dues proceedings, duties, covenants, whether implied or expressed, claims, demands, grievances, execution, rights, obligations and liabilities of every kind and nature whatsoever and wheresover, whether in law or in equity or by statute, or otherwise, and whether known or unknown, suspected or unsuspected, which I have ever have or may have in the future for any reason with regards to my booking with FCm Travel Solutions.

I acknowledge and agree that the terms of this agreement are fair and reasonable and have been accepted by you without reservation. I confirm that I have had a reasonable opportunity to review this Agreement and to discuss its terms and are entering into it without duress or pressure. I confirm and agree that I have been given the opportunity to seek and obtain legal advice on the terms of this agreement and have either done so, or have freely decided not to do so.

I have completely read and understand the Terms & Conditions and Release of this Agreement as supplied herewith, and agree to be bound and to comply.

Signature of Traveler

Name of Traveler

Date

We have provided you with a listing of all airlines and contact phone numbers that you can call to reconfirm your flights. We strongly recommend that you re-confirm your flights at least 24 hours prior to departure time.