

McTavish Travel

TERMS OF SERVICE

WHEREAS **MCTAVISH TRAVEL SERVICES LTD.** (the Agency) is in the business of arranging travel services for customers;

AND WHEREAS the customer requires travel services, including transportation, accommodation and admission to events, for business and/or pleasure, for him/herself and others;

THESE TERMS OF SERVICE (the Terms) will govern the relationship between the Agency and customer, and anyone for whom customer requests Agency make travel arrangements, in relation to the travel arrangements.

1. Duration of these Terms

These Terms apply to any and all travel arrangements made by Agency for customer, and anyone for whom customer requests Agency make travel arrangements until either Agency or customer provides the other with 30 days notice of termination. These Terms will then terminate on the thirtieth day after notice is provided, subject to any provision of these Terms that specifically states that it will remain in effect after termination.

2. Duties and Recommendations of the Agency

Agency shall source travel services based on the information provided by customer for use by customer and anyone for whom customer requests Agency make travel arrangements.

Agency directs customer's attention to the terms and conditions of the suppliers of the travel services being arranged for the customer, including airlines, car rentals, trains, bus lines, cruise lines, hotels and tour operators, which will govern the contracts that customer and anyone for whom customer requests Agency make travel arrangements, will have with the travel service suppliers and affect customer's rights. Agency directs the attention of customer and anyone for whom customer requests Agency make travel arrangements, to those terms and conditions which are located on the websites and/or in the brochures of the suppliers of the travel services. Any questions about the travel suppliers' terms and conditions should be addressed to the specific travel service supplier.

Agency strongly recommends that customer and anyone for whom customer requests Agency make travel arrangements, purchase travel insurance, including trip cancellation, trip interruption, baggage and medical coverage.

3. Duties & Acknowledgements of the Customer

Customer and/or anyone for whom customer requests Agency make travel arrangements, shall verify all details set out on all itineraries and invoices upon receipt from Agency and shall immediately advise Agency of any errors or omissions.

Customer shall provide a copy of these Terms and any changes to these Terms to anyone for whom customer requests Agency make travel arrangements.

Customer acknowledges that customer and anyone for whom customer requests Agency make travel arrangements, has been directed to review the terms and conditions of the suppliers of the travel services included in the travel arrangements made by Agency,

including airlines, car rentals, trains, bus lines, cruise lines, hotels and tour operators, including baggage allowances, check-in times, age and height restrictions and advised that any questions customer and anyone for whom customer requests Agency make travel arrangements, may have about the travel suppliers' terms and conditions should be addressed to the specific travel service supplier.

Customer acknowledges that Agency has recommended that customer buy travel insurance and customer confirms that customer has advised anyone for whom customer requests Agency make travel arrangements, of that recommendation to buy travel insurance.

Customer and anyone for whom customer requests Agency make travel arrangements, shall be responsible to ensure that they have all necessary travel documentation, including a passport (valid until 6 months after the expected return date), visas and parental consents to travel with minors required by any destination to which they are travelling or through which they will transit.

Customer and anyone for whom customer requests Agency make travel arrangements, acknowledges that even with the required documentation and information in his/her possession s/he may be refused entry into another country at either the point of departure or arrival.

Customer and anyone for whom customer requests Agency make travel arrangements, acknowledges that the destination(s) to which they are travelling may have living standards and practices and standards and conditions with respect to the provision of utilities, services and accommodation, that may differ from those in Canada.

Customer shall be responsible for notifying Agency of any special requirements regarding the travel arrangements, including the type of seating/accommodation required and dietary requirements of customer or anyone for whom customer requests Agency to make travel arrangements, at the time of booking the travel arrangements. Agency will make travel suppliers aware of such requests and customer shall be responsible for any additional costs for such requests, however Agency shall not be responsible for any failure to provide such services by the travel suppliers.

Agency shall not be liable for any damage or loss suffered by customer or anyone for whom customer requests Agency to make travel arrangements, including the inability to use any of the travel services, as a result of failing to comply with this section.

4. Price of Travel Services

Prices quoted by Agency for travel services are based on information provided to it by travel suppliers, include all applicable taxes and any contribution to the compensation fund (where applicable) and are subject to change according to travel supplier terms and conditions.

5. Payment for Travel Services & Counselling fees and Non-fundable Amounts

Customer shall be responsible for payment of all travel services and payment shall be made to supplier and/or agency as required. Customer shall be responsible for payment of all counselling fees and payment shall be made to Agency. Customer shall be responsible for

payment of all deposits and payment shall be made to Agency. Deposit terms whether the travel services are supplied or used and regardless of why the travel services are not supplied or used are governed by the terms and conditions of the supplier agreement.

Counselling fees are due on the date the travel services are booked and are non-refundable regardless of whether the travel services are supplied or used and regardless of why the travel services are not supplied or used.

Agency shall advise customer of dates when payments are due and failure to make payments when due may result in cancellation of the travel services, which will be considered Cancellation by Customer (see below) and all travel supplier and Agency cancellation fees and penalties will apply.

6. Change or Cancellation by Travel Supplier

The travel services are typically sold well in advance of travel dates and sometimes they are modified or not available. Most often changes to the travel services will be minor, however a travel supplier may make a more significant change, for example a change of time of departure or return by more than 24 hours; change of the standard of the accommodation; increase in the cost of the travel services of more than 7% (unless government imposed); change of route necessitating other identification or documentation when there is insufficient time to meet these requirements before departure; or an error in price. In that case the rights of customer and anyone for whom customer requests Agency to make travel arrangements, shall be governed by the terms and conditions of the travel supplier.

7. Change or Cancellation by Customer

Customer and anyone for whom customer requests Agency make travel arrangements, must make any change or cancel a booking with Agency and not with a travel supplier.

Change(s) and cancellation(s) of any travel arrangements by customer or anyone for whom customer requests Agency to make travel arrangements, will be subject to the change/cancellation policy(s) applicable to the travel service in question.

In the case of a change by customer or anyone for whom customer requests Agency make travel arrangements, additional counselling fees will apply, and penalties provided for in the travel supplier(s) terms and conditions will apply.

In the case of a cancellation by customer or anyone for whom customer requests Agency make travel arrangements, additional counselling fees may apply, and penalties and non-refundable amounts provided for in the travel supplier(s) terms and conditions will apply.

8. Privacy

Agency shall comply with the provisions of the Personal Information Protection and Electronic Documents Act and any other applicable privacy laws in its handling of private information. In particular it will:

1. Protect personal information held by it.
2. Identify the purpose of its collection and how it will be used.
3. Use the information collected only for the stated purpose.
4. Ensure that the information is accurate, complete and up to date.
5. Protect the information against loss or theft.

6. Report the theft of any information and notify the individual of all breaches where a "real risk of significant harm" to the individual is possible.

9. Compensation payable to the Agency

In addition to the counselling fees for the services provided by Agency (set out in Schedule "A" to these Terms), Agency will be entitled to payments from travel service suppliers as agreed between it and those suppliers, in relation to all travel arrangements made for customer and anyone for whom customer requests Agency make travel arrangements.

10. Payment of Counselling Fees

Customer shall be responsible for payment of all counselling fees with respect to the travel arrangements made for customer and anyone for whom customer requests Agency make travel arrangements.

11. Waiver of Rights

Agency has advised customer that because of the effects of COVID 19 in all parts of the world it cannot provide any assurance about conditions in any location, the methods used in any location to manage COVID-19, the services or amenities available in any location, or the effects of COVID-19 on any of the travel services that travel arrangements. Knowing of the conditions and having been given this warning by Agency, customer, on his/her own behalf and on behalf of anyone for whom customer requests Agency make travel arrangements, acknowledges that use of the travel arrangements has significant inherent risks and customer and anyone for whom customer requests Agency make travel arrangements agrees to waive any and all rights s/he/they may now have or may have in the future against Agency, its directors, subsidiaries, affiliates, its parent company and the parent company's subsidiaries and affiliates for any damages, actions, causes of action, proceedings, suits, debts, dues, covenants, contracts, claims and demands as a result of any adverse circumstances caused by or arising from the use of the travel services, including those related to delay, interruption or cancellation of some or all of the travel services, causing customer and/or anyone for whom customer requests Agency make travel arrangements, to have to remain in transit or stay at a location for longer than anticipated, all at customer or anyone for whom customer requests Agency make travel arrangements, cost.

12. Indemnification

Customer undertakes and agrees to defend and indemnify Agency and hold Agency harmless, at customer's sole expense, from and against all claims, demands, suits, losses, costs, damages, and expenses that Agency may sustain or incur by reason of:

- (a) any breach of these Terms by customer;
- (b) anything stated by customer to anyone for whom customer requests Agency make travel arrangements that is contrary to any of these Terms or Schedule "A" hereto or the terms and conditions of any travel supplier;
- (c) a claim, demand, suit, etc. made by anyone for whom customer requests Agency make travel arrangements; and
- (d) a claim by a credit card company or other third party dealt with by the Agency in relation to the booking of travel services for customer or anyone for whom customer requests Agency make travel arrangements.

Customer's obligations in this section shall continue in force after these Terms are terminated, for whatever reason, by either party.

13. Changes to these Terms

Agency may make changes to these Terms from time to time and all changes shall be binding on customer and anyone for whom customer requests Agency make travel arrangements from the date on which any change is made.

14. Agency Responsibility

Agency arranges travel services with independent third parties, such as airlines, hotels, bus companies, baggage handlers and other independent suppliers to provide customer, and anyone for whom customer requests Agency make travel arrangements, with the travel services purchased. Agency exercises care in selecting these independent suppliers and pays particular attention to their reputation and reliability. However, Agency does not control these independent suppliers and cannot be held responsible for their performance or lack thereof.

Agency is not responsible for any injury, loss or damage whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, agent, employee or sub-contractor supplying any of these travel services.

Neither customer nor anyone for whom customer requests Agency make travel arrangements, shall have any claim by reason of customer or anyone for whom customer requests Agency make travel arrangements failing to purchase travel insurance or because customer failed to advise anyone for whom customer requests Agency make travel arrangements to purchase travel insurance.

15. Limitation of Agency Liability

Agency's liability for any loss, damage or injury, whether to property, physical or mental, arising from its own acts, omissions or negligence, is limited to the amount paid directly to Agency by customer or anyone for whom customer requests Agency make travel arrangements, in relation to which any claim by customer or anyone for whom customer requests Agency make travel arrangements, is made.

16. Termination of Terms

In the event of the termination of these Terms, customer shall be obliged to pay the full amount owing with respect to all travel services booked for customer and anyone for whom customer requests Agency make travel arrangements, as of the date notice of termination is given. Failure to make full payment will result in cancellation of the travel services and the provisions of these Terms and the terms conditions of the travel supplier(s) shall apply.

In the event of the termination of these Terms, Agency shall be obliged to facilitate the travel arrangements for customer and anyone for whom customer requests Agency make travel arrangements, provided that payment in full for those travel services is received by the date the notice of termination is given.

17. Force Majeure

In no event shall Agency be liable for any failure to perform its obligations or delay in performing its obligations where such failure or delay is due to events beyond its control which prevents the performance of its obligations, including without limitation, nuclear or environmental catastrophes; natural disasters and extreme weather conditions; war, invasion,

or similar hostilities; rebellion, revolution, insurrection; riots or civil unrest; strikes, lockouts and labour action; acts or threats of terrorism; epidemic, pandemic, or spread of disease; Acts of State or governmental restrictions; and loss or prolonged interruption of necessary utilities, communications or computer services.

Customer acknowledges that Agency, on behalf of customer and anyone for whom customer requests Agency make travel arrangements, will forward funds to independent third party travel suppliers, and that once forwarded, these funds may not be recovered and/or refunded. Where a force majeure event has occurred, performance of Agency's obligations shall be suspended for the duration of the force majeure event, and Agency shall perform its obligations when it is possible to do so.

In any event, the liability of Agency arising out of force majeure event shall not exceed amounts paid directly by the customer or anyone for whom customer requests Agency make travel arrangements, to Agency, and Agency shall not be liable for any consequential or indirect damages or legal costs incurred by any party.

18. **General Provisions**

NOTICE

Notice may be provided either in writing, to the last address provided by the party, delivered by hand, or by email or other electronic method, in which case it will be effective only when it acknowledged by the other party.

PARTIAL VALIDITY

If any provisions of these Terms are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

MODIFICATION

These Terms may be modified by the Agency at any time.

LAW GOVERNING TERMS

These Terms shall be governed by and construed in accordance with the laws of the Province of **ONTARIO**.

FORUM FOR DISPUTES

The parties agree that the courts of **ONTARIO** have exclusive jurisdiction over the resolution of any dispute, controversy or claim arising out of or in relation to these Terms.

SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

COMPLETE UNDERSTANDING

These Terms represent the complete understanding of the parties with respect to the booking of travel arrangements.

WAIVER

No waiver of any provision(s) of these Terms shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

LANGUAGE

Les parties ont convenu que ces Termes, ainsi que tous les autres documents relatifs au ces Termes, ne soient rédigés qu'en anglais. The parties have agreed that these Terms, as well as all other documents relating to these Terms, be drawn up only in English.