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TERMS & CONDITIONS

Travel Insurance:

Travel Insurance is recommended in particular for both out of province medical and cancellation coverage. Please refer to our recommended insurers' brochures for full details and conditions. If the Invoice does not note that Insurance has been purchased or the Insurance Policy Number is not noted on the Itinerary, then you have elected to DECLINE travel insurance.

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.

Increases: Please note that all airfares and tour operator rates are subject to change without notice if full payment for booking has not been received. Ultimate Destination Weddings Ltd. therefore cannot warrant that prices will not change, and an increase must be borne and paid for upon demand either by Ultimate Destination Weddings Ltd., the airline, the tour operator or the supplier of the service until booking is paid in full.

Credit Card Chargeback: If for any reason, any travel service provider is unable to provide the service for which was contracted, your remedy lies against that provider and not with Ultimate Destination Weddings Ltd. In the event that payment has been made to Ultimate Destination Weddings Ltd. by credit card you agree that you will not seek to chargeback your payment to Ultimate Destination Weddings Ltd.

Declined Card: If the credit card is declined, no bookings will be finalized with our suppliers.

Cancellations, changes, and ex-changes: Please be aware that most travel bookings are non - refundable and non – reroutable. Any changes or amendments to itinerary or passenger details are either not permitted or will incur a penalty from the airline or supplier. Please see itinerary for penalty details. Please note that airline/supplier refunds can take up to 16 (sixteen) weeks. Airline tickets are generally non - refundable once travel has commenced.

Visas & Passports: Please ensure that you have valid travel documentation and visa. A passport is the only reliable and universally accepted travel and identification document. Using other documentation may result in delays or being denied boarding. You need a visa to enter many foreign countries. The requirements and processing times for your visa will depend on what you intend to do while you are abroad: visit, study or work. Any Visa advice provided to you is dependent on the accuracy of the information provided by you. Visa advice is current but can change prior to your intended travel. Please verify documentation requirements closer to your travel dates. Most international countries require a passport with at least 6 months' validity beyond the intended travel time. Other documentation requirements, including visas, will vary depending on citizenship status. Special documentation may be required for unaccompanied minors or children traveling without both parents.

For more information, please inquire with the Consular Affairs Bureau for Canadians Abroad or review online the Essential Information for Canadian Travelers Guide at voyage.gc.ca.

For domestic flights: all passengers must be in possession of government-issued photo identification. Children under 16 should carry proof of identity, if no photo ID is available.

For international flights: Passengers traveling outside Canada, regardless of nationality, must consult with travel agents and local consulates about regulations on passports and visas. For more information on passports and visas, consult the Canada Customs & Revenue Agency web site. 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.

- It is your responsibility to obtain all documents including those for infants and children required by relevant government authorities of the country you're visiting.
- Some countries have very specific regulations regarding cases where only one parent is traveling with a child. We recommend you obtain information the country consulate.
- 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.
- 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.
- No refund or replacement is given for lost or stolen travel documents.
- Cruise passengers must present a valid passport, regardless of the entry requirements for their country of embarkation.
- It is important to note that you may still be denied country entry even if the relevant documentation is provided.
- If you are not a Canadian passport holder, please ensure that you have your PR card when traveling or check your Canadian entry/visa requirements.

Passport Requirements: Valid passport will be required for travel to or from Canada, USA, Mexico, Central/South America, Caribbean, and Bermuda. Passengers without proper documentation will be denied boarding.

Agency: Ultimate Destination Weddings Ltd. 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.

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. In addition, hotel room requests are based on availability and are not guaranteed. 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. A request cannot be guaranteed.

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

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

What ID does a child need when traveling? Whether traveling alone or accompanied by an adult, each child must travel with his own travel documents plus supporting documentation: i.e. birth certificate showing the names of both parents and/or legal documents pertaining to custody. Also, the adults traveling with the minor children are strongly advised to hold a notarized letter of travel consent signed by the parent(s) or guardian(s) with legal custody. The letter must include the signor's address, phone details, authorization to travel, the destination and length of stay. If a parent/guardian is divorced or deceased, custody document or death certificate is required.

For unaccompanied minors traveling please notify your travel agent and the airline of the person who is responsible for meeting the minor at destination.

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. Due to recent fuel price increases, luggage weight limitations have been further reduced. Some airlines may charge fees for checked baggage. Please inquire with your airline(s) for details.

US Regulations for flights: 100% screening of all checked baggage. For flights departing from the United States, all checked baggage is subject to 100% inspection using various screening methods. Passengers will be advised at the check-in counter that the Transportation Security Administration (TSA) will be inspecting all checked baggage. Notices advising passengers to leave their bags unlocked are displayed at the check-in counter.

As a result, the following guidelines should be followed by all passengers to ensure safe and efficient processing:

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

For more information, visit <u>www.tsatraveltips.us</u>

Reconfirming Flight Times: Please confirm your flight departure times at least 24 hours prior to departure. Some airlines will have schedule changes and your flight time may differ to what is stated on your itinerary. We recommend that you reconfirm your onward and return flights at least 3 days prior to each journey. Ultimate Destination Weddings Ltd. is not responsible for schedule changes. **Check-in opening and closing 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 the destination. Due to enhanced security measures at all airports, most airline check in counters close 90 minutes prior to the scheduled time of departure. Any passenger arriving late for check-in will be denied boarding.

Flight confirmation and information: Please confirm your flight departure times at least 24 hours prior to departure. Some airlines will have schedule changes and your flight time or airline carrier may differ to what is stated on your itinerary.

Most flights are non-smoking. Frequent flyer numbers should always be presented to the airline at check-in. Some booking classes/airfares may not qualify for frequent flyer accrual. Please contact the airline directly for details. Please ask your consultant to notify the airline of any special requests including seat arrangements. Please not that they are requests only not guarantees and at the airline's discretion.

Every airline as well as every ticket issued has different policies regarding changes and change fees, most require at least 24 hours' notice of flight time - please check with your airline. Most airlines will treat "no show" as a loss of passenger travel. The ticket will be ineligible for future changes, credits or reinstatement and its value becomes null and void.

Notice to Travelers: Travelers should be aware that different living standards and practices may exist outside of 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. Ultimate Destination Weddings Ltd. 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. Ultimate Destination Weddings Ltd. is an agent only and cannot be held responsible for quality or interruptions of service.

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.

Travel Information:

- Many of the services which made up your travel booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.
- We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained on the links provided.
- The details of the prices, packages, tours, flights and other information are subject to change without notice. The travel products and services described are subject to availability.
- It should be noted that all documents issued to travelers are non transferable. Such documents may
 include but are not limited to, airline tickets, hotel vouchers, tour vouchers, or any other document used
 to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions
 such as, but not limited to, being non refundable, non date changeable and subject to cancellation
 or amendment fees. It is your responsibility to familiarize yourself with these conditions.

- All monies received by us from you in respect of travel services are received by us as the Agent 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 that Service Provider, and not against us. In the event we received payment by Credit Card, you agree that you will not seek to chargeback or recover your payment or any other losses from us.
- You are responsible for obtaining all passport, visa and health information required. We will assist you to obtain such information.

Pricing: Prices are non-negotiable and will not be discounted to match other tour operators, seat sales, or online booking engines, including that of Ultimate Destination Weddings Ltd. This contract permits price increases. No price increases are permitted after the customer has paid in full. If the price increase is more than 7%, except increases resulting from an increase in retail sales tax or federal goods and services tax, the customer has the right to cancel the contract and obtain a full refund.

Insurance: Many of the problems for which we cannot be held responsible for can be insured against. We highly recommend that you take out insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Individuals are responsible to finance on the spot medical treatment and other contingencies, and then to reclaim this from insurance, if covered. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. It is our responsibility to be familiar with the insurance coverage purchased and ensure that the coverage meets your travel needs.

Insurance has to be purchased and paid for in full as soon as the booking is made to become fully effective.

Special Requests and Medical Problems: Should you have any special requests, you must advise us at the time of the booking and clearly note it on booking. We will endeavour to pass any reasonable requests 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 is 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 holiday, 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 that 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 hinders 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.

Group Bookings: To facilitate group bookings, we will endeavour to forward any group booking discounts provided by the Service Provider to you on the condition that one person represents the clients when making the booking arrangements and payments. In this case, confirmation of the booking and payment will be sent to him/her only. All payments for the booking are also to be made through him/her only.

Currency Exchange Rates: Most of our booking fares are in CDN or US currency and we will state as such. All charges will be processed in either CDN or US dollars onto your credit card regardless the origin of your credit card. Please be aware that translating the booking fare into your home currency will always be approximate until charged on your credit card. Posted currency rates from various publicly sources should be used as a guideline only as rates are rarely verified as accurate and actual rates will vary. When using the information of the travel booking for any financial purpose, please consult a qualified professional to verify the accuracy of the currency rate.

Suitability of Travel Products and Services: Service Providers are independent parties over which we have no control. The information and description given about the Service Providers and their products are based on our inquiries and are believed to be accurate, but we cannot guarantee in respect thereof.

Tickets and Timings: All reference to departure times are for your guidance and are subject by amendment by the wholesalers and/or suppliers prior to actual booking. It isn't until full payment has been made that the departure times are set. You must check your itinerary on each stage of the completion of the booking to ensure that you have the correct flight times. It is possible and that flight times will change even after tickets have been issued and you will be advised of such prior to departure provided your personal information is correct and up to date.

Conditions of Suppliers: Many of the services which make up your travel plans are provided by independent suppliers ("Service Provider"). These Service Providers have their own terms and conditions on you 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.

Your Privacy:

- We will not disclose personal information about you (such as your name, contact details, browsing habits) which is provided by you or via your browser, without your permission unless we are required or need to do so to comply with your request or instructions.
- We and our third-party providers of travel and travel related products and services may disclose personal information about you to others where directly connected with facilitating your travel arrangements and bookings. For example, we may disclose information about you to airlines, hotels, car rental companies in facilitating your travel arrangements.

Indemnity: You indemnify us and our officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- any breach of these rules by you;
- any act or omission by you or an officer, employee or agent of you;
- any claim, action, demand or proceeding by a third party against us or our officers, employees or agents caused or contributed to by you or an officer, employee or agent of you.

Disclaimer:

- The travel products and services offered and promoted are products and services of third parties. Our role is to facilitate your travel arrangements, including processing your bookings and making payments. We are acting as agent for the third-party providers. Your legal relationship in respect of the third-party products and services is with the third-party provider.
- TO THE EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ALL LIABILITY, COST, DAMAGES, CLAIMS AND EXPENSES (INCLUDING DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL LOSS OR DAMAGE WHETHER IN NEGLIGENCE OR OTHERWISE) ARISING OUT OF THE SUPPLY OR FAILURE TO SUPPLY OR USE OR NON-USE OF THE THIRD-PARTY PRODUCTS OR SERVICES.
- 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:
- in the case of products:
 - o the replacement of the products or the supply of equivalent products;
 - the payment of the cost of replacing the products or acquiring equivalent products;
 - in the case of services:
 - the supply of the services again;
 - \circ the payment of the cost of having the services supplied again.

Governing Law:

- If any dispute arises about this agreement or how this agreement applies or arising out of your use of this site, the laws of Canada will apply.
- You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Canada and waive any right that you may have to object to an action being brought in those courts.
- To the maximum extent permitted by law, this agreement is governed by the laws of Alberta and Canada. You hereby consent to the exclusive jurisdiction and venue courts in Calgary, Alberta, Canada in all disputes arising out of or relating to the use of this Web Site.

Behaviour of Self and Other Travelers in Party: When you book with us, you accept responsibility for any and all damage or loss caused by your 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 while 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 damage 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 the Company.

Disputes: If you have cause for complaint while on holiday you must bring it to the attention of your travel agency or consultant immediately who will do their best to rectify the situation. Delay in reporting a complaint may reduce the effectiveness of your travel agency or consultant to alleviate the situation. It is unreasonable to take no action whilst on holiday but then write a letter of complaint upon return. Regardless, we will endeavour

to address a complaint that has been forwarded to the travel agency or consultant within 28 days of completion of travel.

Termination: We may terminate this Agreement, and any other agreement between us, immediately if you breach any of these rules.

Our Relationship: No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these rules.

Notices: Except as required by law or otherwise specified by us, you must provide any notices to us by email to info@ultimatedestinationweddings.ca. We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

General:

- If any of these terms of use is invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.
- Headings are for reference purposes only.
- If we do not act in relation to a breach by you or others of these rules, this does not waive our right to act with respect to subsequent or similar breaches.
- No employee, agent or representative of the Company has the authority to modify, waive, or alter any provision of these terms and conditions.

In this Agreement, the term "website" includes any email bulletins or other content that we provide to you via or initiated from this website.