

TERMS & CONDITIONS

THESE TERMS & CONDITIONS (“Terms”) govern the relationship between 17464126 Canada Inc., dba Yaycations, its affiliates, employees and independent contractors (“Yaycations”), and customer, and anyone for whom customer requests Yaycations book travel services (together referred to as “CUSTOMER”).

The Travel Services

Yaycations books travel services, including flights, cruises, transportation, accommodation and tours, on behalf of CUSTOMER. CUSTOMER enters into contracts with the suppliers of the travel services and all obligations and liabilities with respect to the travel services are those of CUSTOMER. The travel services booked for CUSTOMER are set out on the **Itinerary** (the “Booking”).

Duties and Recommendations of Yaycations

Yaycations sources travel services based on information provided by customer for use by CUSTOMER.

Yaycations directs the attention of CUSTOMER to the terms and conditions of the suppliers of the travel services being arranged for CUSTOMER, including airlines, trains, bus lines, cruise lines, hotels and tour operators, because those terms and conditions govern the contracts CUSTOMER enters into with the travel service suppliers and affects their rights and obligations. Those terms and conditions are located on the websites 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.

Yaycations strongly recommends that CUSTOMER, purchase travel insurance, including trip cancellation, trip interruption, baggage and medical coverage.

Duties & Acknowledgements of Customer

Customer must review and verify all details set out on the Booking and any other itineraries and/or invoices immediately on receipt from Yaycations and must immediately advise Yaycations of any errors or omissions.

Customer must provide a copy of these Terms and any changes to these Terms to anyone for whom customer requests Yaycations book travel services **before** asking Yaycations to book any travel services.

Customer acknowledges that customer and anyone for whom customer requests Yaycations book travel services, have been directed to review the terms and conditions of the suppliers of the travel services included in the Booking, including airlines, 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 has about the travel suppliers’ terms and conditions should be addressed to the specific travel service supplier.

CUSTOMER are responsible for complying with all customs, rules and procedures of the travel suppliers and failure to comply with all travel supplier customs, rules and procedures may result in CUSTOMER being removed from the premises and/or refused future use of the travel services.

Customer acknowledges that Yaycations has recommended that customer and anyone for whom customer requests Yaycations book travel services buy travel insurance and customer confirms that customer has advised anyone for whom customer requests Yaycations book travel services of that recommendation to buy travel insurance. CUSTOMER acknowledges that some countries will refuse entry if CUSTOMER do not have proof of travel insurance including medical coverage.

CUSTOMER, are responsible for ensuring that they have all necessary travel documentation, including a passport (valid until 6 months after the expected return date), visas, parental consents to travel with minors required by any destination to which they are travelling or through which they will transit, unabridged birth certificates for minors when required by any destination (including but not limited to South Africa and Botswana) and pardons with respect to any criminal conviction.

CUSTOMER acknowledges that even with possession of the required documentation and information entry into another country at either the point of departure or arrival may be refused.

CUSTOMER 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 their home country.

Customer must notify Yaycations of any special requirements regarding the travel arrangements, including the type of seating/accommodation required, dietary requirements, medical condition, allergies and health concerns of CUSTOMER, at the time of making a booking. Yaycations will make travel suppliers aware of such requests and customer shall be responsible for any additional costs for such requests, however Yaycations shall not be responsible for any failure by the travel suppliers to provide such services.

CUSTOMER acknowledges that a credit card is required for each room at the time of check in at a hotel and a preauthorized amount will be held by the credit card company in favour of the hotel until check out to cover any damages and/or incidental amounts charged by CUSTOMER during the stay. CUSTOMER also acknowledges that failure to present a valid credit card and permit the preauthorized amount to be charged to the credit card may result in the reservation being cancelled by the hotel.

CUSTOMER acknowledges that most countries reserve the right to disinfect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, customer confirms that s/he has made anyone for whom customer requests Yaycations book travel services aware that it is a possibility. This process includes the following: (1) spraying the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treating the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information CUSTOMER can visit the U.S. Department of transportation website at:
<https://www.transportation.gov/airconsumer/spray>.

Yaycations shall not be liable for any damage or loss suffered by CUSTOMER, including the inability to use any of the travel services, as a result of failing to comply with this section.

Flight Details and Changes

Travel documents contain conditions of carriage which limit the airlines' liability under international conventions and agreements. Any complaints concerning flights should be made to the airline concerned. Yaycations reserves the right to substitute alternate airlines and aircraft types and to add en-route stops at its discretion with or without notice to CUSTOMER.

CUSTOMER must confirm all flights at least 48 hours before departure and flight departure time at least 24 hours before the scheduled departure time. If a flight delay is announced at the airport, it may not be possible for the airline to provide accommodation or meals during the delay. If a delay is related to weather, traffic, or another Force Majeure event, any expenses incurred by CUSTOMER will be the responsibility of CUSTOMER. Yaycations is not responsible for additional expenses, lost income or any other consequential damages as a result of changes to flight times or missed vacation time. If CUSTOMER only purchases airfare from Yaycations, it is CUSTOMER responsibility to leave a contact number at destination with Yaycations so that contact can be made in case of a flight change.

If CUSTOMER is booking connecting flight(s), CUSTOMER should allow at least 3 hours and preferably overnight between the connecting flight and any charter flight that is part of a Booking. All such connecting flight reservations are made at the risk of CUSTOMER and CUSTOMER agree to assume the cost of any loss in the event of a change to the original flight schedule.

At the Airport

Seats are allocated on a first-come, first-served basis unless CUSTOMER pre-purchased seating allocation. CUSTOMER should arrive at the airport at least 3 hours prior to flight departure. Check-in closes 60 minutes prior to flight departure and all passengers must be present for check-in. CUSTOMER will not be allowed to board or obtain a refund if CUSTOMER does not check in 60 minutes prior to flight departure. Airlines reserve the right to deny boarding to any passenger they deem to be in an unfit condition to fly.

CUSTOMER must check booking documents or the airline for details about baggage allowance and updated baggage regulations. Additional charges will apply to baggage in excess of the weight allowance. Any lost, delayed, or damaged baggage is the responsibility of the airline. If baggage is delayed at destination or upon return home, CUSTOMER must contact the airline representative before leaving the airport. If CUSTOMER fails to notify the airline representative before leaving the airport any claim will be invalidated. The handling of baggage is performed by an independent contractor over which Yaycations has no control. Yaycations is not responsible for the loss or damage to baggage or any other possessions, and it recommends CUSTOMER purchase insurance to cover this type of loss.

Additional Charges for Services

Charges may apply to inflight services, hotel stays, cruises and tours, including internet connection, entertainment, gratuities, food and drink services.

Price of Travel Services

Prices quoted by Yaycations for travel services are based on information provided to it by travel suppliers, include all applicable taxes and are subject to change according to travel supplier terms and conditions, government policy and currency exchange rates. Possible changes include price increases implemented by attractions, e.g. park fees, levies/taxes

charged by government and fluctuation in currency exchange rates, all of which are the responsibility of CUSTOMER. Prices quoted by Yaycations do not include any departure tax charged by a country/state/province included in the Booking.

Payment for Travel Services, Service Fees and Non-refundable Amounts

Customer is responsible for payment of all travel services booked for CUSTOMER.

Customer is responsible for payment of all service fees. Customer is responsible for payment of all deposits. Deposits 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.

Service fees (set out in Schedule “A” to these Terms) 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.

Yaycations will 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 “Change or Cancellation by Customer” below) and all travel supplier and Yaycations cancellation fees and penalties will apply.

Customer represents to Yaycations that customer has the authority to use any credit card, the details of which customer provides to Yaycations without presenting the actual card to Yaycations. Customer authorizes Yaycations to use any credit card the details of which customer provides to Yaycations to pay for travel services and service fees for CUSTOMER and to make those payments to Yaycations or a travel service supplier as directed by Yaycations. CUSTOMER agree not to make a claim for chargeback on any credit card the details of which customer provides to Yaycations in relation to any service fee or non-refundable deposit.

Service Fee in case of Cancellation

If a travel service is cancelled, by CUSTOMER or by the supplier, and a full refund is provided by the supplier to CUSTOMER, CUSTOMER shall pay Yaycations a service fee equal to **5%** of the total cost of the travel service. If the refund is paid to Yaycations by the supplier, CUSTOMER authorise Yaycations to deduct an amount equal to **5%** of the total cost of the travel services from the funds received from the supplier as the service fee.

Change or Cancellation by Travel Services 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; or an error in the price. In these circumstances the rights of CUSTOMER, shall be governed by the terms and conditions of the travel supplier and these Terms.

Change or Cancellation by Customer

Customer must make any change or cancel a booking for CUSTOMER, with Yaycations and not with a travel supplier.

Change(s) and cancellation(s) of any travel arrangements by CUSTOMER, will be subject to the change/cancellation policy(s) applicable to the travel service in question and these Terms.

In the case of a change by CUSTOMER, additional service fees will apply (set out in Schedule “A” to these Terms), and penalties provided for in the travel supplier(s) terms and conditions and these Terms will apply.

In the case of a cancellation by CUSTOMER, additional service fees may apply (set out in Schedule “A” to these Terms), and penalties and non-refundable amounts provided for in the travel supplier(s) terms and conditions and these Terms will apply.

Privacy

Yaycations will comply with the provisions of the BC Privacy law 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.

Waiver of Rights

Yaycations has advised customer that because of the worldwide effects of COVID-19 Yaycations 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. Knowing these conditions and having been given this warning by Yaycations, CUSTOMER, acknowledges that use of the travel services has significant inherent risks and that CUSTOMER agree to waive any and all rights s/he/they may now have or may have in the future against Yaycations 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 CUSTOMER, to have to remain in transit or stay at a location for longer than anticipated, all at the expense of CUSTOMER.

Indemnification by Customer

Customer undertakes and agrees to defend and indemnify Yaycations and hold Yaycations harmless, at customer’s sole expense, from and against all claims, demands, suits, losses, costs, damages, and expenses that Yaycations 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 Yaycations book travel services 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 or suit, etc. made by any of the suppliers of travel services for damages caused by CUSTOMER;

- (d) a claim, demand, suit, etc. made one or more of anyone for whom customer requests Yaycations book travel services; and
- (e) a claim by a credit card company or other third party dealt with by Yaycations in relation to the booking of travel services for CUSTOMER, including any charge back request by CUSTOMER or credit card issuer.

Customer's obligations in this section shall continue in force after the use of the travel services by CUSTOMER.

Changes to these Terms

Yaycations may make changes to these Terms from time to time and all changes shall be binding on CUSTOMER from the date on which the change is brought to CUSTOMER attention.

Yaycations Responsibility

Yaycations arranges travel services with independent third parties, such as airlines, hotels, bus companies, tour operators, baggage handlers and other independent suppliers on behalf of CUSTOMER and CUSTOMER enters into contracts with the travel service suppliers for the services purchased. Yaycations exercises care in selecting these independent suppliers and pays particular attention to their reputation and reliability. However, Yaycations does not control these independent suppliers and cannot be held responsible for their performance or lack thereof.

Yaycations is not responsible for any injury, loss, damage, costs or expenses arising out of any personal injury or death sustained from wildlife encounters or otherwise, whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, employee or sub-contractor supplying any of the travel services.

Yaycations is not responsible for consequential damages or special damages suffered by CUSTOMER, even in circumstances in which Yaycations is aware of the reason CUSTOMER uses the travel services, including circumstances in which CUSTOMER arrive at a destination later than expected and/or are unable to attend an event/excursion, whether the event/excursion is included in the price of the Booking or not.

CUSTOMER shall not have any claim against Yaycations by reason of CUSTOMER failing to purchase travel insurance or because customer failed to advise anyone for whom customer requests Yaycations book travel services to purchase travel insurance.

Limitation of Liability of Yaycations Liability

Yaycations'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 Yaycations by CUSTOMER, in relation to which any claim by CUSTOMER, is made.

Force Majeure

In no event shall Yaycations be liable for any failure to perform Yaycations's obligations or delay in performing Yaycations's obligations where such failure or delay is due to events beyond Yaycations's control which prevents or delays the performance of Yaycations's 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, each of which is a “Force Majeure event”. **In the case of a Force Majeure event, in which Yaycations is prevented or delayed in the performance of its obligations, Yaycations shall not be obliged to return any amount paid by CUSTOMER.**

Where a Force Majeure event has occurred, performance of Yaycations’s obligations shall be suspended for the duration of the Force Majeure event, and Yaycations shall perform Yaycations’s obligations only when it is possible to do so.

CUSTOMER acknowledges that Yaycations, on behalf of CUSTOMER, forwards funds to independent third party travel suppliers, and that once forwarded, these funds may not be recovered and/or refunded.

In any event, the liability of Yaycations arising out of Force Majeure event shall not exceed amounts paid directly by CUSTOMER, to Yaycations, and Yaycations shall not be liable for any consequential or indirect damages or legal costs incurred by CUSTOMER.

General Provisions

NOTICE

Notice may be provided either in writing, to the last address provided by customer/Yaycations, 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 provision(s) of these Terms is 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 Yaycations 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 courts of city of Barrie, Ontario shall have exclusive jurisdiction over any dispute, controversy or claim arising out of or in relation to these Terms and the Booking.

SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and shall inure to the benefit of CUSTOMER and Yaycations and their successors, assigns, administrators and executors.

COMPLETE UNDERSTANDING

These Terms represent the complete understanding of CUSTOMER and Yaycations with respect to the booking of the travel services for CUSTOMER and specifically exclude any representation made that is not included in these Terms.

WAIVER

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