

MERIT VACATIONS TERMS & CONDITIONS

Responsibility

Merit Travel Group Inc doing business as Merit Vacations, acts solely as agents for the Travel Service Suppliers such as hoteliers, airlines, ground service operators, bus operators, etc. who are providing their facilities as described in this brochure. We do our best to select such suppliers but exercise no control over them and cannot be held responsible for the failure of these suppliers to carry out any obligations. Any and all bookings made with these suppliers by us, for you, are subject to the terms and conditions of each and every such supplier. Supplier liability may also be limited by law, tariffs, or conditions set forth in their documentation, tickets, etc. Without limiting the generality of the foregoing, Merit and its directors, officers, employees, affiliates, successors, assigns, agents and other representatives are not responsible for any and all claims for losses, damages (whether direct, indirect, special, punitive, or other consequential damages, lost profits or opportunities) delays, illness, injuries, inconvenience, loss of enjoyment, or anxiety (whether based in contract, tort, negligence, strict liability or otherwise, and even if Merit and the Travel Service Suppliers have been advised of the possibility of damages to such party or any other party) arising from:

- (a) Fault or negligence or omissions on the part of the said travel service suppliers;
- (b) Illness, theft, strikes, mechanical problems, quarantine, governmental intervention, weather conditions, acts of hostility or violence, and any other grounds beyond our control;
- (c) Your failure to obtain passport, visas, other travel documents or inoculations
- (d) Your failure to advise us the name of the traveler exactly as it appears on the passport;
- (e) Your failure to report on time at an airport or ground transfer facility;
- (f) Material damages, theft or other mysterious disappearances of your goods;
- (g) Personal injuries or death;
- (h) Force Majeure - an event(s) beyond our, or our supplier(s), reasonable control including, but not limited to, acts of God, strikes, lockout or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts of restraints imposed by governmental authorities.

Pricing

All prices are per person in Canadian dollars unless otherwise noted. GST, HST and provincial taxes are applicable on tours as noted.

Increase in Tour Costs

Merit reserves the right to increase tour prices in the event of an increase in government and airport authority imposed taxes and fees, fuel and currency surcharges, supplier price increases, or any other cost increase. If the increase is greater than 7% of

the tour cost, the client may cancel the booking within 7 days of notification and obtain a full refund.

Payment Schedule

A deposit of \$500 per person is required at the time of booking. Full and final payment is due 90 days prior to departure.

Deposit requirements for some tours may vary. You will be advised of such cases at time of booking.

Liability

Merit cannot assume responsibility for any costs incurred for any travel arrangements purchased separately from the Merit tour. Merit's responsibility shall extend only to the provisions of advice as to industry-standard or supplier recommended connections and check-in times. Provided Merit supplies such advice, they shall not be responsible for missed connections or departures, regardless of the cause.

Travel Protection Plan (Insurance)

Trip cancellation and interruption insurance, medical and hospital insurance, baggage insurance, and various additional insurances are available and HIGHLY RECOMMENDED. If you choose not to purchase insurance, you are required to sign an Insurance Waiver Form. Note that if you choose not to purchase insurance, you are fully liable for any and all penalties imposed as stated under Cancellation Policy on this page. Please speak to your representative at the time of making reservations about insurance.

Refunds

The nature of travel involves risks and unpredictable weather and thus Merit cannot assure any departure or arrival times at any point of an itinerary. Your right to receive a refund is limited.

There will be no discounts or monies refunded for any missed or unused services.

Merit reserves the right to cancel the tour for any reason. Should this occur, a full refund will be made to the traveller.

Cancellation Policy

While Merit will do its utmost to minimize any penalties charged, there are irrecoverable costs associated with your tour. The following penalties will be considered the costs incurred with cancellation:

- (A) 90 days or more prior to departure:
Loss of total deposit.
- (B) 89 – 60 days prior to departure:
Loss of 50% of total tour cost.
- (C) 59 days or less prior to departure:
Loss of 100% of total tour cost.

Cancellation penalties for some tours will vary and there may be additional penalties associated with the airfare . If so, these policies will be noted separately at time of booking and will prevail.

Tour Changes

We reserve the right to substitute itineraries, hotels, airlines or vessels due to conditions beyond our control. In such cases we will do everything possible to ensure the locations visited, the excursions taken and the hotels offered are similar to the ones originally planned. Any change to itineraries will not result in eligibility for a refund.

Revision Fee

Changes to your tour reservation might not be possible. Should you request a change and we are able to accommodate it, you will be subject to any charges imposed by the airline or tour suppliers. In addition, we reserve the right to charge a \$50 revision fee for any change made after the deposit is paid. A change in name or departure date may constitute a cancellation, and the corresponding penalties may apply.

Personal Documentation

All passengers travelling internationally must travel with a passport. Many countries require the passport to be valid for 6 months beyond the traveller's return date. Visas may be required for some destinations. It is the passenger's responsibility to obtain at the passenger's expense, all documentation required by all relevant authorities. In the event that the passenger does not possess the correct documentation, the air carrier has the right to refuse passage.

Description

Every effort has been made to describe and produce the travel services and photographs as accurately as possible in the printed tour description. However we reserve the right to correct errors and we will make all reasonable efforts to inform you should any significant changes occur.

Please note that the living standards and local conditions during your tour may be different from what you are accustomed to at home.

Consent

Your retention of tickets, reservations or bookings after issuance shall constitute your consent to the above terms.

If you encounter any concerns during your tour, please inform your local travel service provider. If the matter cannot be resolved, please inform Merit Vacations in writing upon your return.

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