

PASSENGER TERMS & CONDITIONS

Handa Travel Student Trip Ltd. [S-Trip!] is a Retail Travel Agency licensed in the Province of Ontario [Travel Industry Council of Ontario Registration Number: 50015962], operating in accordance with the Ontario Travel Industry Act.

Booking & Payments - Prices are per person in Canadian Dollars. Tour Details, Itinerary and Payment Dates are stated on your Passenger Invoice. If a payment is not received in our office by the date specified your reservation will automatically cancel without notice. Acceptable forms of payment [FOP] include cheque, money order or credit card. Cash is not a valid form of payment. Returned cheques [NSF] will be charged a \$30.00 handling fee. Each late payment will be charged a \$30.00 administration fee. Name change is permitted up to 90 days prior to departure, administrative charge of \$100.00 applies. All payments are non-refundable and non-transferable.

Price and Taxes & Fees - Prices are per person in Canadian Dollars and are guaranteed upon receipt of the First Deposit. Prices are based on quadruple occupancy [four per room] unless otherwise stated. Once final rooming is completed passengers will be charged the applicable fees if a room has less than four. A non-refundable travel counseling fee is included in the package price.

Suppliers - We take great care in selecting our tour operators and suppliers of service, [airlines, hotels, cruise lines & ground operators] which together form the tour package you purchase. We act solely as agents for the tour operators, cruise lines and/or the suppliers; these are independent parties over which we exercise no direct control. S-Trip! shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to you or your traveling companions or group members, resulting from the acts, omissions or negligence by the tour operators, cruise lines or suppliers.

Tour Packages - Tour Packages include the following [unless otherwise stated]: Air and Cruise packages include; Return Airfare [or return transportation by Highway Coach if selected, for cruise only], 7 nights Hotel/Cabin Accommodation [inclusions as stated], Hotel/Cruise Ship Transfers, Assistance at Destination. Additionally, RBC Travel Insurance - Classic Medical is included for High School Air and Cruise packages. Bus tour packages include; Return Transportation by Highway Coach, Hotel Accommodation [duration and inclusions as stated], Assistance at Destination. Departures may be anytime from Wednesday to Tuesday of the week selected. Suppliers reserve the right to cancel a tour or modify the travel service you have purchased by substituting services, varying the itinerary, changing the aircraft, hotel or otherwise up to the departure. In this case a comparable or superior product will be offered. Suppliers may have the right to substitute other suppliers in their place with or without notice to S-Trip! and/or passengers. S-Trip! will make every effort to accommodate passengers should a service be substituted, however, S-Trip! does not assume responsibility for any claims whatsoever resulting from such substitution. S-Trip! reserves the right to change the tour package and/or itinerary whenever, in its judgement, conditions warrant, or if deemed necessary for the convenience, comfort or safety of the tour.

Air Transportation - S-Trip! uses both scheduled and chartered air carriers. Baggage allowance may vary, please check with your air carrier for specifications. Airline tickets state the conditions of carriage and liabilities. Scheduled flight times are not guaranteed, as flight delays and rescheduling are an inherent risk with air travel, and may affect the duration of your stay at destination. It is the sole responsibility of the passenger to reconfirm inbound and outbound flight times with the respective carrier. Flight delays, missed night accommodations and/or flight connections and expenses incurred due to delays or missed connections are beyond the control and responsibility of S-Trip!. The passenger is responsible for any special connecting travel arrangements which might have been purchased and which cannot be changed without penalty.

Hotel Room and Cabin - Hotel rooms and cabins are based on Run-of-the-House room availability. Cots may be available at an extra cost. Lower occupancies [single, double or triple] are available at an additional cost on a request basis only and are not guaranteed. Lower occupancy rooms may not be available due to hotel space limitation. S-Trip! does not hold responsibility for charges incurred by passengers in the hotel or cabin such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes or damage to the room. Many hotels require a security deposit upon check-in, that is reimbursable upon check-out. Certain hotels have a per diem charge for the use of safety deposit boxes. Regardless of your flight arrival or departure time, most hotels require departing guests to vacate rooms by 12pm [noon] and only guarantee arriving guests check-in at 3pm to allow for cleaning and maid service. Although hotels do their best to minimize inconvenience, passengers may be without a room for a period of time. For evening or overnight flights, special arrangements may be made for a limited number of courtesy rooms where personal belongings may be left and bathroom facilities are available. For all-inclusive packages, drink and meal privilege may end upon check-out. S-Trip! does not assume responsibility for any loss or damage whatsoever occurring at the hotel or resulting from using bellmen or chamber maid services.

Cruise - The cruise lines reserve the right to cancel, change or substitute any sailing or scheduled port of call due to a variety of reasons, and neither S-Trip! nor the cruise lines assume any responsibility in any or all these cases. Missed ports of call, for any reason, do not qualify for any form of compensation. Passage may be refused to any passenger, and any passenger's cruise may be terminated at any time, at the risk and expense of the passenger, where the passenger's physical or mental condition, in the opinion of the ship's physician or at the sole discretion of the ship's captain, is a danger to himself/herself or anyone else on board the ship or the passenger is considered unfit for travel.

Insurance - S-Trip! recommends ensuring your safety and protecting your investment through the purchase of trip cancellation and interruption, and medical insurance. The Deluxe Package from RBC Insurance is recommended. The RBC Travel Insurance Policy Brochure is available from S-Trip! or at www.rbcinsurance.com/travel/travel-insurance-policy.html. Insurance is only included in the price of your package if stated.

Documentation - Please verify with the consulate or embassy of the country of travel to ensure that you have all necessary travel documents. It is the sole responsibility of the passenger to ensure proper and valid documentation. S-Trip! will neither reimburse nor assume responsibility for any passenger denied boarding, for any reason, or refused passage or entrance to any destination for failure to provide proper documentation.

Age of Majority - Tours are neither school-sanctioned nor chaperoned. Passengers under the age of eighteen [18] participating on a tour package must have permission from a parent or guardian. The legal age to consume alcohol at most destinations is eighteen [18]. Neither S-Trip! nor its suppliers can assume responsibility for the enforcement of alcohol consumption by passengers. S-Trip! does not condone the use of alcohol.

Passenger Conduct - Neither S-Trip! nor its employees are responsible for passengers, or their actions, while traveling. Passengers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province and Canada and conduct themselves accordingly. S-Trip! shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

Release, Waiver and Indemnity - The passenger, and if under eighteen [18] the parent/guardian, releases and indemnifies Handa Travel Student Trip Ltd., its employees, agents, volunteers and other representatives from all cost, damage, loss and injury or loss of life related to the tour package or any activity associated with the tour package.

Force Majeure - S-Trip! shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, to you or your traveling companions or group members resulting from a Force Majeure, that is an event beyond our or a supplier's reasonable control including, but not limited to, acts of nature, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.

Comments and Complaints - At destination passengers should contact their tour representative and representatives of suppliers immediately for assistance to remedy any problem without delay. If a problem cannot be solved please forward the specifics of the incident to S-Trip! within ten (10) days after return to the point of departure. Failing to do so will preclude a passenger from pursuing a claim.

Privacy - By signing I understand and acknowledge that S-Trip! may share this personal information with companies providing travel services including, but not limited to tour operators, airlines and hotels, and with other non-travel related companies, unless I provide a written request stating otherwise. I understand and acknowledge that any photographs or videotape taken of passengers by S-Trip! or its affiliates shall remain the property of S-Trip! and may be used for promotional or marketing purposes without further permission or compensation.

Laws - The 'Passengers Terms & Conditions' constitute a legally binding agreement between S-Trip! and the passenger and/or the legal parent or guardian. This agreement shall be governed by the laws of the Province of Ontario. Any legal action instituted against S-Trip! shall be heard before a court of the Province of Ontario.