

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 and the Business Practices and Consumer Protection Authority Act. S-Trip! makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in or offered in addition to a tour package. S-Trip! does not control, operate, own or manage any vehicle, hotel, resort, cruise ship, restaurant or other supplier of services.

Price, Taxes & Fees - Prices are per person in Canadian Dollars and are subject to availability at the time of booking. A non-refundable travel counseling fee is included in the package price. The prices advertised are based on fixed costs of suppliers at the time of booking. These costs are dependant on fuel costs, rate of exchange and other factors and the price may increase due to a change in these fixed costs. If the price increase is greater than 7%, unless the increase is a result of an increase in retail sales tax or federal goods and services tax, the passenger has the right to cancel and obtain a full refund.

Billing & Payments - You agree to provide S-Trip! with complete and accurate billing information at the time your account is created and to update this information within 15 days of any change. Such billing information includes, without limitation, your legal name, mailing address, and telephone number(s) and any applicable e-mail addresses. Providing false billing information shall be cause for immediate and permanent termination of your reservation.

Payment Due Dates - Payment is due upon the due date noted on your invoice. Delinquent accounts are those that remain unpaid 15 days after the due date. Delinquent accounts will incur a late charge of \$30 and may be terminated at any time and without warning.

Payment for Services Received - You agree to pay for all of services you receive.

Data Privacy Policy - S-Trip! agrees not to use cardholder names, account numbers or other credit card transaction information embossed, encoded, or appearing in any other manner on a card for any purpose other than for the sole purpose of assisting S-Trip! in completing the transaction, or as specifically required by law. S-Trip! also agrees not to disclose or remit cardholder names, account numbers or other credit card transaction information embossed, encoded, or appearing in any other manner on a card or any other document or form evidencing such information to any third party other than the financial institution or its designated agent.

Payment Methods - Credit Card: If the payment method is credit card, the customer may obtain a copy of the invoice upon request via e-mail and it will be sent to the address listed on the e-mail account. A copy of this invoice will also be sent to any email address on file, following any previous payment made. S-Trip!'s system will automatically charge your credit card for the payment. If for any reason your credit card company or bank refuses to make payment of the amount billed to your credit card, your account will be placed in a delinquent status, which may, at S-Trip!'s sole discretion, include immediate termination of your reservation. It is your responsibility to contact S-Trip! with updated information and payment arrangements if you cancel the applicable credit card. Cheques or Money Orders: If you are set up to pay by mail in cheque, or through your trip organizer you will be invoiced and sent a reminder in advance of the next pay period. This will allow you time to mail in your payment to ensure your travel plans are not interrupted. If for some reason (vacation, travels etc.) you feel you do not have time to mail payment in time to prevent missing a payment date it is your responsibility to contact S-Trip! and explain the situation. You are responsible for payment for the Services regardless of if you receive an invoice. S-Trip! reserves the right to charge a \$30 service charge for each returned cheque and to immediately send any returned cheque to collection. You are responsible to ensure that payment to S-Trip! made by cheque or money order is sent to: S-Trip!, Attn: ACCOUNTING, 337 Queen St West, Toronto, ON, M5V 2A4, CANADA. Cash is not an acceptable form of payment and will not be accepted.

Delinquent or Non Payment - S-Trip! reserves the right to cancel and remove an account without notice those that are delinquent by more than 30 days and they may be purged from the system without notice and without recourse to the account holder for any lost files or data stored on S-Trip!'s systems. S-Trip! reserves the right to charge a \$75 fee to reinstate cancelled reservations.

Cancellation of Services - All cancellation requests for S-Trip! accounts must be given in writing to info@s-trip.com, or must be in writing via Canadian Mail to be effective. If your payment is set up via credit card it is your responsibility to assure that such charges or withdrawals are stopped upon termination of service as S-Trip!'s responsibility for any such charges collected after the alleged termination of service shall be limited to refund of payments made after the written cancellation of your account. Cancellations will be effective as of the end of date received. **Air Trips** - Cancellation within 7 days of deposit date = loss of deposit. Cancellation prior to final payment date = loss of deposit + \$350. Cancellation after final payment date = 100% non refundable. **Bus Trips** - Cancellation within 7 days of deposit date = loss of deposit. Cancellation prior to final payment due date = loss of deposit + \$75. Cancellation after final payment due date = 100% non refundable. **Refunds** - Refunds for payments made by cheque, or money order will be returned by S-Trip! in the same manner within 30 days. Refunds for payments made by credit card will be returned by S-Trip! via the credit card on file within 30days.

Change of Name - A name change is possible but would be at the request and discretion of our suppliers. The responsibility to find a suitable new passenger is yours alone. Any refund of payment for a passenger who has completed a name change form would not be made until the new passenger has made full payment. To request a name change your account must be current and up to date. You cannot do a name change with an existing passenger. Please request a name change form from info@s-trip.com or by calling 1 866 627 8747. Name changes before the final payment date of your trip fee = \$100, Name changes after the final payment date of your trip but more than 60 days before departure fee = \$250, Name changes within 60 days before departure will not be accepted.

Suppliers - We take great care in selecting our tour operators and suppliers of service, [tour operators, airlines, hotels, coach companies & ground operators] which together form the tour package you purchase. We act solely as agents for the tour operators 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 or suppliers.

Flight Tour Packages - Tour packages include the following [unless otherwise stated]: return flights, 21 nights accommodation (inclusions as stated), language program (inclusions as stated), excursions and activities (as stated), airport transfers, assistance at destination, classic medical insurance package from RBC. 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.

Accommodation - Accommodation varies for each destination and is as follows: **Spain** - double rooms in student residence; **Italy** - hotel accommodation with 3-4 students per room; **France** - student residence with 1-5 students per room depending upon availability at time of booking. S-Trip! does not hold responsibility for charges incurred by passengers in the hotel such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes or damage to the room. Hotels require a security deposit of up to \$100.00 CAD, or \$100.00 USD for destinations outside of Canada, payable upon check-in, that is reimbursable upon check-out provided there is no damage to the room or property. Certain hotels have a per diem charge for the use of safety deposit boxes. Regardless of your arrival or departure time, most hotels require departing guests to vacate rooms by 12pm [noon] and only guarantee arriving guests check-in at 3pm. 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 destination resulting from using bellmen or chamber maid services.

Living Standards - Living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

Insurance - S-Trip! recommends ensuring your safety and protecting your investment through the purchase of trip cancellation and interruption, and medical insurance. The Youth and Student Comprehensive Package from RBC Insurance which includes trip cancellation and interruption insurance is highly 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 - S-Trip! requires that every passenger have a valid Canadian passport. Most destinations require a valid Canadian passport for travel and in certain cases a visa or affidavit may be required. Please verify with the consulate or embassy of the country of travel to ensure that you have all necessary travel documents. Please note that entry to another country may be refused even if the required information and travel documents are complete. S-Trip! will neither reimburse nor assume responsibility for any passenger denied boarding, for any reason, or refused passage or entrance to any destination. It is the sole responsibility of the passenger to ensure proper and valid documentation.

Age of Majority - Tours are not school-sanctioned. 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]. S-Trip! does not condone the use of alcohol. Neither S-Trip! nor its suppliers assume responsibility for the enforcement of alcohol consumption by passengers. Abuse of alcohol can result in dismissal from the tour.

Passenger Conduct - The instructions of destination staff are for the safety of the tour and must be obeyed at all times. Failure to obey instructions can result in dismissal from the tour. Fighting will not be tolerated, anyone involved in fighting will be dismissed from the tour. 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 in writing 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 it 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. Legal action against S-Trip! shall be heard before a court in the Province of Ontario.