

TERMS AND CONDITIONS OF GROUP BOOKINGS

DEPOSIT REQUIRED IMMEDIATELY: \$250.00 per person at time of booking (package and group care)

BALANCE DUE DATE: September 01, 2022* Rates may increase, or loss of deposit may occur if final payment is not made prior to this date.

GROUP MINIMUM:

A group requires at least 10 passengers or more. If the group minimum is not met pricing may change. In order for a reservation to count towards a group minimum it must be booked with Kari-Lynn at Newwest Travel under the same group number with the same tour operator.

CONFIRMATION AND PAYMENT

A non-refundable deposit of CAD\$250 per passenger is required at time of booking. The signed agreement and Terms & Conditions must be returned to confirm guest booking reservation.

FINAL PAYMENT

Due on the date listed above (Sep 01, 2022). Sunwing Vacations and/or Newwest Travel reserves the right to cancel your booking if full payment is not received by the scheduled due date. Unless you are notified in writing that your booking has been automatically cancelled due to insufficient payment, your booking remains confirmed and full payment is due as per the payment schedule outlined below. Prior to making a booking and for more information on mandatory travel documentation, see: <http://www.voyage.gc.ca/>

CREDIT CARD PAYMENTS

The use of your credit card number to apply deposit and final payment indicates your acceptance of /and The use of your credit card number to apply deposit and final payment indicates your acceptance of /and compliance with the booking's Terms & Conditions, whether or not you have actually signed the appropriate credit card slip. Verbal authorization for the use of a credit card confirms the reservation.

SCHEDULE

All flight times, departure dates, flight itineraries, carriers and aircraft types are subject to change with or without notice. The carrier and tour operator also reserve the right to add en route stops with no compensation being offered. The flight schedule is subject to change with no compensation offered. Airline schedule changes are not uncommon, passengers must be aware that the package is based on a nightly reservation, not based on a flight schedule.

STOP SELL

If the resort is sold out and no further rooms are being released, the hotel will go on a 'Stop Sell'. Payments may be required to be paid in full and names must be added at that time to avoid cancellation of the seats to the general inventory. A stop sell will freeze the reservation department and changes (name or occupancy) are not permitted. No notice is given at the time of a resort stop sell.

INSURANCE

Newwest Travel strongly recommends the purchase of Travel Insurance (trip cancellation, & interruption & emergency medical, baggage) at the time of booking. Government health plans and credit card companies have drastically cut back their coverage. Insurance offers security and peace of mind 24-hours a day, every day of your vacation. Any passengers who decline travel insurance must sign a waiver form.

REFUNDS

No reimbursements or refunds will be issued for unused travel services or any component of the package. Refunds are not granted for bookings cancelled due to the inclement weather or illness; these must be claimed through your travel insurance

PRICING

All sales are final. Prices are nonnegotiable and will not be discounted to match other tour operators, seat sales or online booking engines. Taxes are subject to change until the deposit is added.

CANCELLATION FEES & CHANGE FEES

Full Terms and Conditions can be found here: <https://www.sunwing.ca/en/terms-and-conditions>

GROUPS - Schedule of Change and Cancellation Fees						
Product	Deposit Per Person *	Change Fees			Cancellation Fees (Per Person)	
		Type of Change	When Change Made	Change Fees	When Cancellation Made	Cancellation Fees **
Any Package Holiday	\$250	Name change*	45 days or more before departure	\$50 per person	45 days Prior to departure	\$250
			44-21 days prior to departure	\$100 per person		
			20 days or less before departure	Full cancellation charges		
		Change of hotel or room cat.	21 days or more before departure	\$100 per person ***	44-21 days prior to departure	50% of total price
			20 days or less before departure	Full cancellation charges		
		Change of travel date	21 days or more before departure	\$100 per person ***	20 days until after departure	100% of total price
20 days or less before departure	Full cancellation charges					
Name correction	Anytime	\$25 per person *				
Air Only Charter Flights	\$250	Any change	45 days or more before departure	\$50 per person	45 days or more before departure	\$250
					44 - 31 days before departure	30% of total price
			44 days until after departure	Full cancellation charges	30 - 15 days before departure	60% of total price
					14 days until after departure	100% of total price

* Changing all names on a file constitutes a cancellation.

** Total price is all money due and/or paid to Sunwing Vacations.

*** If a change involves a difference in the holiday price in addition to the change fee, the passenger will pay the higher price between the original booking price and the revised booking price plus any additional tourist card fees if applicable.

Refunds are not issued for bookings cancelled by you or Sunwing Vacations resulting from an act of God or an Event of Force Majeure.

I/We have read, understand and hereby agree to the terms and conditions in this Contract as well as all of the terms and conditions incorporated herein by reference.

YOUR AGREEMENT WITH NEWWEST TRAVEL LTD (“NEWWEST TRAVEL AND CRUISES”)

Your acceptance will signify your agreement with the following terms and conditions:

1. Agent for Suppliers: Newwest Travel LTD. (“Newwest Travel and Cruises”) acts as a sales agent for any airline, hotel, car rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

2. Risks of Travel and Release: We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers as well as medical and health information, we recommend going to the Government of Canada travel website at <https://travel.gc.ca/>. You are travelling with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.

YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

3. Foreign Entry Rules: You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents’ consent for minors to travel.

4. Fees and Price Drops: You agree to pay the travel planning, change, and any other fees set forth by Newwest Travel LTD. All of our fees are non-refundable. If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.

5. Price Increases: Travel arrangements involving airline and cruise components are subject to Suppliers’ supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

6. Insurance: For your protection, we strongly recommend that you purchase a comprehensive travel insurance package including but not limited to trip cancellation/trip interruption insurance and out of country medical insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

7. Credit Card Merchant: We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights according to Consumer protection legislation in Canada if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us.

8. Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one

year. You agree that the courts in Edmonton, Alberta will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.