

Travel Booking Terms and Conditions

Azure Luxury Travel, an independent affiliate of Nexion Canada — a Travel Leaders Member, is a boutique travel agency designing unique and authentic experiences for travelers with a passion for travel and for learning the history and culture of the destinations they visit. The terms "we," "us," and "our," and “**Azure Luxury Travel**” refer to **Azure Luxury Travel**, an Ontario company. The term "you" and “traveler” refer to the customer and all members or their party that book through us.

The following terms and conditions are applicable to your booking. Travelers will be subject to the following terms and conditions, together with any additional documentation we give you, and any additional terms and conditions of any Supplier that are applicable to your travel arrangement (“The Agreement”). By making a booking and paying a planning fee you are consenting to be bound by The Agreement. These terms and conditions contain important legal obligations that you make including a waiver of liability, waiver of a class action lawsuit, and choice of law, and notice provisions, so it is important that you read them carefully. If you do not agree with any of the terms of The Agreement, you should not make a booking with us or participate in a trip.

You acknowledge and agree that we may change these Terms and Conditions from time to time and that those changes become effective immediately. If we make material changes, we will provide you notice. Your continued use of our services following the notice of any changes constitutes your acceptance and agreement to be bound by such changes. You agree to be bound by the Terms and Conditions that are in effect at the time of travel or cancellation.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you is true and correct.

Research and Design: Planning this unique form of custom travel takes enormous time and effort. Our travel advisors spend hours crafting the perfect vacation for you. Therefore, we

charge a non-refundable research and design fee which covers time in consultation, research, pricing, and support before, during, and post travel. This fee is payable whether or not you make a final booking with us. The research and design fee includes the following services:

Access to the travel advisor via email and scheduled calls prior to travel; The travel advisor will reply to emails within 48 business hours; Itinerary app with an overview and any necessary vouchers or tickets; Restaurant recommendations catered to your likes & destination; Emergency contact numbers; Concierge services such as restaurant reservations and spa appointments; and Up to two minor edits to your itinerary until the first deposit.

Booking and Payment: Once we have finalized your itinerary, we will send you an invoice of payment of the initial deposit. Your booking is confirmed upon receipt of the deposit. After booking, you will receive your itinerary with an invoice with payment information and other important travel information. Some suppliers and airlines will require a larger or payment in full to hold your booking. Traveler will be notified if a larger deposit is required. Deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Supplier.

Final payment is due as indicated on the invoice, but no later than 60 days before travel. For bookings within 60 days of travel, full payment is due at the time of booking and is 100% non-refundable. If any payment is not paid by the stipulated date, **Azury Luxury Travel** reserves the right to treat the booking as canceled by you in which case the terms and conditions of cancellation become applicable. Once payment for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review travel documents. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

Booking Accuracy and Legal Names: Traveler is required to immediately review all aspects of their booking to verify (but not limited to): all travelers' names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify us immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of every traveler's LEGAL first, middle, and last names. It is mandatory that traveler names be identical to the LEGAL first, middle, and last names and identical to the names as they appear on booking and travel documents.

Credit Card Bookings: While we do accept major credit cards including Visa, Mastercard, travelers must provide to us an authorization form for every transaction for your trip. Your

authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such, you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. **Azure Luxury Travel** retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims: Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used. Chargebacks resulting from charges authorized by family, friends, associates, or other third parties with direct access to your credit card. This does not include credit card fraud. Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description. Chargebacks resulting from force majeure or other circumstances that are beyond the control of **Azure Luxury Travel** or the Supplier. Chargebacks resulting because you do not agree with the cancellation policy.

Pricing: Price quotes are applicable to the date and time at which they are requested. Quotes in foreign currency are subject to fluctuations in exchange rates and International credit card issuer fees. **Azure Luxury Travel** is not responsible for any increases due to fuel surcharges, government-imposed taxes/fees or supplier-imposed increases. Prices are subject to increase prior to the time you make full payment. All reservations are subject to cancellation and penalties as described below if payments are not received on the due date. Late fees are not covered by the travel insurance and are always non-refundable.

We reserve the right to refuse a booking without giving any reason and shall, in that event, return any monies received.

Cancellation by Traveler: Any cancellation by a traveler must be in writing and be acknowledged by us in writing. The date on which the request to cancel is received by us or our agents will determine the cancellation fees applicable. All cancellations must be received during our business hours. Cancellations received outside of business hours will be considered received on the next business day.

Azure Luxury Travel and our suppliers are not responsible for any changes to travel products and services not booked through us.

Cancellation fees are as follows:

Important Conditions: Cancellation between booking date and before departure: Deposit is forfeited. Please be aware that most travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge. We recommend travelers purchase comprehensive travel insurance that includes coverage for trip cancellation.

Cancellation by **Azure Luxury Travel**: **Azure Luxury Travel** reserves the right to cancel any trip at any time for any reason. **Azure Luxury Travel** will refund all payments, which will constitute full settlement. **Azure Luxury Travel** is not responsible for additional expenses incurred by trip members in preparing for the trip (e.g., non-refundable air tickets, visa fees, gear or medical expenses).

Cancellation due to Force Majeure: **Azure Luxury Travel** may cancel a trip due to 'force majeure' (unusual and unforeseeable circumstances beyond our control or Supplier's control). Force Majeure includes but is not limited to: natural disasters, pandemics, political instability, terrorism, war, and similar events outside of our or the Supplier's control. In the event of a cancellation due to force majeure, **Azure Luxury Travel** will provide trip members with a credit for the amount paid for the cancelled trip, which may be used for a future trip.

Documentation: Travelers must be in possession of a valid passport and necessary visas or other documentation required for the entire tour. We are not responsible for the issuance of visas, nor for the granting of visas. We reserve the right to decline bookings to any person we judge to be incapable of meeting the group or tour requirements, or who otherwise presents a hazard or risk to themselves or others. Travelers requiring special assistance must be accompanied by an able companion. Travelers with disabilities are accepted on a case-by-case basis. We recommend contacting us to discuss individual needs prior to making a reservation.

Travel Insurance: We strongly recommend travel insurance to protect your travel investment. Travel insurance can provide coverage for trip cancellations, interruptions, delays, baggage loss or delay, medical expenses, and more. It is your responsibility to understand the terms and conditions of your insurance policy and ensure that the coverage meets your needs.

Limitation of Liability: **Azure Luxury Travel** acts as a booking agent for disclosed principal supplier cruise lines, airlines, hotels, all transportation, and tour operators. **Azure Luxury Travel** is not responsible for any injuries, damages, or losses caused to any traveler in

connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climactic conditions, criminal acts, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control. Travelers assume complete and full responsibility for, and hereby release **Azure Luxury Travel** from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations.

Travelers assume complete and full responsibility for, and hereby release **Azure Luxury Travel** from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations. We are not responsible for changes in travel itineraries or disruptions to travel plans due to any cause beyond our control, including any acts of God, government actions, natural disasters, weather, or transportation changes. We are not responsible for any additional expenses that may be incurred by travelers as a result of such changes or disruptions.

Azure Luxury Travel reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your booking). We reserve the right to cancel or refuse any booking at our sole discretion.

In the event of cancellation by **Azure Luxury Travel**, our liability is limited to a full refund of any payments received by us, and we will not be responsible for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances.

Travelers Name:

Travelers Signature:

Date: