

CONDITIONS AND EXCLUSIONS FORMING PART OF THE CONTRACT OF RESERVATION

BREAKAWAY TOURS, a division of **TUI TRAVEL PLC.**, and its representative(s) (hereinafter "Breakaway Tours") is acting solely as an agent for the suppliers who provide all accommodations and all transportation and other services (hereinafter the "Suppliers") for the Trip. Booking a Trip with Breakaway Tours involves an agreement between the signor of this Reservation Form (hereinafter the "Passenger") and where the Passenger is under the age of 18, the agreement includes the Custodial Parent or Legal Guardian who signs this Reservation Form, and the Suppliers. The Suppliers are independent parties, over which Breakaway Tours exercises no control. The travel services and other services provided are subject to the conditions imposed by the Suppliers and their liability is limited to tariffs, condition of carriage, tickets and vouchers and international conventions and agreements. The Passenger acknowledges and agrees that Breakaway Tours is not in any way liable for personal injury, property damage, inconvenience, loss of time, or loss arising out of the act, omission, or negligence of any direct air carrier, motor coach company, hotel or any other Suppliers in conjunction with the Trip. Furthermore, the Passenger acknowledges and agrees that Breakaway Tours is not in any way responsible for any injury, damage, or loss due to reason of theft, accident, mechanical breakdown, any Suppliers in conjunction with the Trip. When booking the Trip with Breakaway Tours, the Passenger acknowledges and understands that the Trip and its related activities are **NOT A SCHOOL SANCTIONED TRIP. BREAKAWAY TOURS STAFF ARE NOT CHAPERONES. The permission and signature of a custodial parent/legal guardian is required if the Passenger is under 18 years of age.**

DOCUMENTATION: It is the Passenger's responsibility to determine which documents are required for travel outside their country of origin. In the event that the Passenger does not obtain the required documents, the Passenger will be denied boarding by the carrier or refused entry into the country of destination. Entry to another country may be refused even if the required information and travel documents are complete. No refunds will be made should boarding or entry be denied because of insufficient or lost documents. In such an event, any cost associated with an early return home, or to the original departure point, will be the Passenger's expense. **Passengers traveling outside their country of origin who are under 18 years of age may require a notarized letter of permission to travel.**

NOTICE TO PASSENGERS: Passengers should be aware that different living standards and practices, and different standards and conditions with respect to the provision of utilities, services and accommodations may exist outside of North America.

ROOM OCCUPANCY POLICY: It is the responsibility of each Passenger to fill his/her room to the specified occupancy based on price. Breakaway Tours is not responsible for finding roommates. If a cancellation by one or more Passengers changes the occupancy type and corresponding rate for the remaining Passengers, those remaining Passengers must pay the rate of their confirmed occupancy e.g. If you have booked to have four (4) in a room and someone cancels, you would be required to pay the triple rate. Rooms may consist of any combination of the following, based on occupancy: one king size bed, one queen size bed, one double size bed, two double sized beds, a pull-out couch, a roll away bed, single bed or an air mattress.

PRICE INCREASES: The prices advertised are based on fixed costs at the time of printing the brochures. These costs are dependent on fuel costs, rates of exchange and other factors. Should these costs increase, Breakaway Tours reserves the right to increase the price. If the total price of the travel services is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax is more than 7 percent the customer has the right to cancel the contract and obtain a full refund. Every effort will be made to advise you of any price increase at least 15 days prior to your Trip departure.

PRICE PROTECTION: Price Protection is only available for purchase on select trips. If you find a cheaper price advertised on BreakawayTours.com anytime before you depart, Breakaway Tours will match the price and refund you the difference. Price Protection is only applicable to the exact same travel itinerary and package (Airline, Date of Departure, Hotel, and Room Occupancy)

PAYMENT PLAN: All reservations must either be paid in full within 30 days of initial deposit or are required to pay a monthly installment which will be outlined on the passenger's invoice. If the monthly installments are not made, Breakaway Tours has the right to cancel the reservation, at which point the reservation will be subject to the standard reinstatement fees.

PAYMENTS: Final payments are due in our office 90 days prior to the date of departure for flight packages, and 60 days prior to the date of departure for bus packages. If a payment is not received by the due date outline in the payment schedule the reservation will be canceled. If payment is received late, the passenger will be subject to a \$25 reinstatement fee for bus and hotel bookings and a \$100 reinstatement fee for flight package bookings if space is available. NSF cheques will be subject to a \$30 service charge.

DRF & DAMAGE/SECURITY DEPOSITS: Certain hotels at certain destinations will collect a damage deposit or Damage Recovery Fee (DRF). A DRF is non-refundable. In cases with damage deposits, the damage deposit is paid to the hotel at check-in and must be refunded from the hotel at the time of check-out and not from Breakaway Tours. Damage/Security deposits are refundable, if and only if, damages have not been assessed to the Passengers room and/or to common areas of the hotel or condominium property and/or to the bus. The amount of the refund will be refunded to the Passenger after the Trip is completed. Passengers in each room are responsible for damages in their respective rooms as well as any unpaid room service bills. Common areas are defined as hallways, stairwells, elevators, lobbies, etc. Common area damage will be paid for, by the entire tour group unless a DRF has been paid for and unless damage is associated to specific Passengers. If added security is required then the cost incurred will be paid for with the damage deposits. Hotels/Motels/Condos can also hold the group responsible for excessive cleaning to the property.

CONDUCT LETTER: You will be required to sign a conduct letter prior to leaving for your destination. This will outline what our Suppliers and Breakaway Tours expect from you when travelling with us. They are common sense rules, but some individuals need more guidance than others. Misconduct could result in being evicted from the Trip. Passengers who are evicted from the Trip in any way and for any reason are responsible for any associated costs and arrangements to return home. For an advance copy of the conduct letter, please visit our website, www.breakawaytours.com. Breakaway Tours reserves the right to decline or evict any Passenger from participating on the Trip at any time either before or during the Trip and for any cause. A Passenger who is declined or evicted from the Trip will not receive a refund and will be responsible for all arrangements and costs of returning home.

INSURANCE: Breakaway Tours strongly recommends the purchase of comprehensive travel insurance. Breakaway Tours offers comprehensive insurance underwritten by RBC Insurance for Cuba and Travel Guard Canada for all other destinations. Insurance is non-refundable and non-transferable. If the passenger chooses to decline the insurance package, a dated signature must be provided. If you need assistance with making a claim prior to full payment please call Breakaway Tours directly. If you have paid for your trip in full, (i) for Cuba, please contact RBC Insurance at 1-800-668-4342, and provide them your group policy number; or (ii) for all other destinations, please contact Travel Guard Canada 1-866-878-0191 and identify yourself as a Breakaway Tours passenger, product code 800209 BT. Breakaway Tours will not be responsible for any claims denied by RBC Insurance and/or Travel Guard Canada. If you do not provide a dated signature declining insurance, it will be automatically added to your reservation, which you must pay for. Eligible expenses may include: cancellation charges prior to departure, trip interruption, excess hospital, baggage, personal effects, out-of-pocket expense, return of vehicle, family transportation benefit, death after departure, and accidental benefits. This is not an insurance policy. The complete terms, conditions, and restrictions are set out in the insurance certificate found at www.breakawaytours.com. Note: Please note that as of May 1st, 2010 Cuba will require all travelers, foreigners and Cubans living abroad, to provide proof of purchase of a travel insurance policy to cover medical expenses, in order to enter the country.

GREEN FEE: In order to encourage conservation, all paper bookings are subject to a GREEN FEE. This is waived for online bookings

UNCLAIMED LUGGAGE: Any lost or unclaimed articles which have been turned over to Breakaway Tours will be held by Breakaway Tours for 14 days from end of Trip date. After the 14 day period any articles still remaining unclaimed will be donated to Charity. Any expense in returning lost or forgotten items is solely at the expense of the Passenger.

TRIP CANCELLATION BY PASSENGER: All deposits are non-refundable and non-transferable. If a passenger decides to withdraw from a bus trip 60+ days prior to the date of departure, they are only entitled to a refund for payments made over \$150. If a passenger decides to withdraw from a flight trip 90+ days prior to the date of departure, they are only entitled to a refund for payments made over \$600. Cancellation fees exclude any additional costs of insurance packages purchased by the passenger; insurance packages are nonrefundable. Cancellations within 90 days prior to the date of departure for flight trips or 60 days prior to the date of departure for bus trips are fully non refundable.

TRIP CANCELLATION BY BREAKAWAY TOURS: Breakaway Tours reserves the right to cancel any Trip in its sole discretion. In the event that a Trip is cancelled, Breakaway Tours shall have no responsibility beyond the refund of all monies paid by the Passenger which shall be deemed to constitute full settlement. Breakaway Tours cannot guarantee weather conditions nor can Breakaway Tours be responsible for any shut down, whether wholly or partially of the operations of any services in connection with the Trip whether they be caused by weather or for any reason or cause, and Breakaway Tours hereby expressly reserves the right to change the Trip destination if deemed necessary by Breakaway Tours, with or without prior notice to the Passenger.

NAME/TRIP CHANGES: An administration fee of \$100 for flight trips and \$50 for bus trips will apply to all name changes. Name changes are not permitted within 30 days for bus trips and 90 days for flight trips. All name changes are final and non-refundable. Trip changes which alter a flight tour to a bus tour are subject to a \$100 trip change fee and are subject to availability. This fee is subject to change, and all trip changes are final and non-refundable.

PRIVACY: Any pictures, video or promotional footage taken by Breakaway Tours or other parties working with Breakaway Tours (which may include Passengers), during the Trip, will be the property of Breakaway Tours and can be used or disclosed and the Passenger consents to the use and disclosure for future promotional purposes. The Passenger also consents to the use and disclosure of any of the personal information collected regarding the Passenger (except for payment information) to enable Breakaway Tours or any of its promotional partners to inform the Passengers of events and promotions. For further information regarding personal information privacy, please see Breakaway Tours' Privacy Policy at www.breakawaytours.com/privacypolicy.

COMPLAINTS: All complaints prior to travel must be submitted in writing to customerservice@breakawaytours.com to be considered for resolution. If the Passenger has a problem with the services provided on or in connection with the Trip at the destination, the Passenger should contact Breakaway Tours on site staff who will do their best to correct the problem. If the problem cannot be resolved at the destination, the Passenger may send a written complaint to Breakaway Tours within 14 days of the Passenger's return from the Trip. Any complaints received after 14 days will be returned to the Passenger without consideration.

CHANGES IN ACCOMMODATION: Every effort will be made to ensure that the accommodation included in the prices of the Trip will be provided as advertised. Breakaway Tours reserves the right to substitute accommodation for equal or better accommodations. Since Breakaway Tours does not control the management of hotels and resorts, Breakaway Tours cannot be responsible if some of the services described cease to be available or are not working.

CONSTRUCTION OR RENOVATION: The Passengers acknowledges that the hotel or other accommodation selected and confirmed by Breakaway Tours for the trip maybe undergoing construction or renovations during The Passengers Trip. The Passenger agrees that he/she shall not be entitled to any refund or discount due to any such condition.

BREAKAWAY TOURS RESPONSIBILITIES: Once travel has commenced, Breakaway Tours cannot assume responsibility for any refunds, losses, costs, or expenses arising out of injury, accident or death, loss of, or damage to, or delay in connection with baggage or other property, delay inconvenience, upset, disappointment, stress, frustration or loss of enjoyment or loss of holiday time resulting from: a) the act of fault or omission by any party; b) mechanical breakdown, government action, war, terrorism, revolution, elements of nature or acts of God, weather, strike, public health quarantine or any other action beyond Breakaway Tours' control; c) the Passenger's failure to provide documentation necessary for the journey to and from country of origin; d) being denied access to aircraft due to contravening the airline's conditions of carriage; e) being held by Government direction or security or law enforcement agency; f) the Passenger's missing connections or failing to follow the directions of Breakaway Tours' or its representatives; g) the need for Breakaway Tours to change itineraries or substitute accommodation or hotels or services provided that every effort is made to supply the most comparable services and accommodations available. No refund is allowed for any unused tour or air service.

RELEASE AND INDEMNITY: In consideration of Breakaway Tours' acceptance of this Reservation Form for this Trip and any activity associated therewith, the Passenger (and in the case of the Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) releases and forever discharges Breakaway Tours, its officers, directors, employees, volunteers, successors, assigns, agents, and Suppliers from any and against all claims, costs, expenses and demands in respect to death, injury, loss or damage to his/her person or property wheresoever and howsoever caused, arising out of or in connection with the Trip or any activity associated therewith notwithstanding that the same may have been contributed to or occasioned by an act or failure to act, including without limitation, negligence of Breakaway Tours and any one or more of its officers, directors, employees, volunteers, successors, assigns, agents, and Suppliers. And for the same consideration, the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) indemnifies and saves harmless Breakaway Tours, its officers, directors, employees, volunteers, successors, assigns, agents, and Suppliers from any and all claims, costs, expenses and demands in respect to death, injury, loss or damage to his/her person or property wheresoever and howsoever caused, arising out of or in connection with the Trip or any activity associated therewith. The Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) further agrees that this release and indemnity shall bind his/her personal representatives, heirs, executors, administrators and assigns.

INTERPRETATION: This contract regardless of where it is performed shall be interpreted in accordance with the laws of the Province of Ontario, Canada. If there is a dispute, the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) and Breakaway Tours agree that any legal proceedings must be commenced and conducted in the City of Toronto, Canada. In the event that any covenant, provision or term of this contract should at any time be held by any competent Court or other tribunal to be void or unenforceable, then this contract for reservation shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this contract, which will remain and continue in full force and effort. Any oral or written assurance or statement that differs from the terms and conditions not expressly approved in writing by Breakaway Tours head office at 3300 Bloor Street West, Suite 1800, Toronto Ontario, Canada, is not the responsibility of Breakaway Tours and does not form part of this contract. The provisions contained herein constitute the entire contract between Breakaway Tours and the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian). The Passenger (and in the case of the Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) hereby acknowledges having read the contract or been given a reasonable opportunity to read and understand this contract.