

# TERMS AND CONDITIONS

Stew Travel is a trademark of INTELLIGENT TECHNOLOGY AND TOURISM SOLUTIONS INC (ITTS).

ITTS holds a Quebec Travel Agent license number: 703510. The headquarters are located at 9-1160 Laurier Ouest, Outremont, H2V 2L5, Montréal.

The purchase of any trip provided by Stew Travel implies your acceptance of the following conditions, which are part of the contractual obligations between Stew Travel and the Traveler. These terms and conditions apply to all the services specified on the website, i.e. packages, tours and multi-country trips and cruises. It concerns all sections, including the full-price category.

## 1. PRICES

**Prices include the services described below, which vary depending on the type of trip purchased:**

- *Round trip flights from Montreal in economy class (if included in the offer).*
- *Transfers between airports and hotels (if included in the offer).*
- *All airport taxes on international and domestic flights (if included in the offer).*
- *Transportation by bus, train or boat mentioned in the itinerary (if included in the offer).*
- *Double occupancy accommodation with bathroom. Single, triple or quadruple rooms are limited, they are only available upon request and will be confirmed upon reservation.*
- *All the meals mentioned in the itinerary. Drinks are not included, unless otherwise specified.*
- *All the visits mentioned in the itinerary, except for "Optional activities" or "Suggested visits".*
- *All local taxes during the trip.*
- *Entry fees and departure taxes in destination countries when applicable (unless otherwise specified).*
- *Local English-speaking guide(s) during the trip, except for cruises and hotel stays (if included in the offer).*
- *Tour guide from Quebec, usually from the departure airport (if included in the offer).*
- *Guarantee of reimbursement from the OPC "Office de la Protection du Consommateur" (Consumer Protection Agency) compensation fund in the event of the agency failing to fulfil its obligations.*

Unless otherwise specified, all prices indicated on the website are expressed in Canadian dollars and are established per person, based on supplier prices, exchange rates, fuel costs, taxes and other fees involved in the execution of the trips, as mentioned on Stew Travel's website. Price updates may occur at any time without notice.

**Taxes:**

Prices include Quebec Sales Tax "QST", Goods and Services Tax "GST" and local taxes, when applicable. Prices include resort taxes or fees, tourist taxes, hotel taxes and any other tax that may apply in the destination, unless otherwise specified at the time of booking in the order form. In that case, taxes must be paid directly by the traveler in local currency. However, should the traveler have to pay local taxes in the absence of the mention "local taxes must be paid on site" during the online booking, Stew Travel will reimburse the traveler upon presentation of a proof of payment.

**Exclusions:**

Any service not mentioned in our terms and conditions, on the traveler's invoice or in the detailed trip program on Stew Travel's website, is excluded from the price. In the event of a discrepancy between the information and/or the prices indicated on a brochure, in advertisements and in the "Detailed Program", the content of the "Detailed Program" will prevail.

**Price adjustments:**

In accordance with the law, the prices specified in this brochure may increase because of carrier-imposed surcharges or exchange rate fluctuations.

Therefore, the traveler acknowledges that the prices may be modified because of carrier-imposed surcharges or exchange rate fluctuations, especially if the exchange rate applicable 45 days prior to the date of purchase has increased by more than 5%. If the changes result in a price increase of less than 7%, excluding GST and QST, the traveler agrees to pay the difference. If the changes result in a price increase equal to or greater than 7% of the price, excluding GST and QST, the traveler may then choose between: (1) cancellation of the trip and its contractual terms with full refund of the price, or (2) acceptance of replacement services if such services are offered by Stew Travel. However, no price change may be made within 30 days of the trip's departure date.

**Price reductions:**

Any discount resulting from a promotion or a decision by Stew Travel will only apply to new reservations.

**Special conditions for guided group trips:**

For guided group trips, unless otherwise specified, prices are based on a minimum number of travelers as calculated at the time of quoting. Should the number of travelers be insufficient, Stew Travel reserves the right to cancel the departure and all services booked by the traveler. The traveler will be suggested another departure date or a full refund without prejudice or possible compensation. The quote "departure guaranteed with a minimum of X travelers" will be the reference that guarantees the trip's departure.

**Prices do not include:**

Personal expenses, meals and drinks that are not specifically mentioned, visits and/or activities that are not specifically mentioned and optional excursions will not be included in the price of the trip.

**Tips:**

Tips for guides and drivers are never included in the prices and are left at the discretion of the client, unless otherwise specified in the offer and on the reservation form. The earnings of some tour guides mostly rely on tips collected at the end of each tour: they may state so at the beginning of a tour, depending on local customs. Detailed information will be provided at the time of booking.

**2. CANCELLATION FEES**

Should you cancel your trip, Stew Travel will require a written notice. The date of cancellation is the date on which Stew Travel receives the written notice. A cancellation fee will be withheld for each person, based on the total value of the trip. This fee is non-refundable and non-transferable.

Please note that Stew Travel cannot make any refund during the trip.

**Cancellation conditions for trips including international flights:**

Once your order for a "Trip Package" has been confirmed, if you wish to cancel any product or service, the following fees will apply:

- **From the date of booking to 45 days prior to departure:** 30% of the total trip value.
- **From 44 days to 30 days prior to departure:** 40% of the total trip value.
- **From 29 days to 15 days prior to departure:** 50% of the total trip value.
- **From 14 days to 8 days prior to departure:** 75% of the total trip value.
- **Less than 8 days prior to departure:** 100% of the total trip value.

**Cancellation conditions for trips excluding international flights:**

Once your order for a "Trip Package" has been confirmed, if you wish to cancel any product or service, the following fees will apply:

- **From the date of booking to 30 days prior to departure date:** 30% of the total trip value.
- **From 24 days to 15 days prior to departure date:** 40% of the total trip value.
- **From 14 days to 5 days prior to departure date:** 70% of the total trip value.
- **Less than 5 days prior to departure date:** 100% of the total trip value.

Due to the global political situation, the cancellation fees mentioned above are still applicable in the event of cancellation or request of cancellation due to declared or undeclared war, armed conflict, insurrection, terrorism, pandemic, natural disaster, etc., in the visited region or country. The traveler waives the right to raise such reasons or the apprehension of such reasons to justify the cancellation and request the reimbursement of payment after the reservation has been made.

If the number of occupants of a room, stated at the time of booking, was to be reduced or increased, the price will be modified accordingly with reference to the actual number of occupants and must be paid by the traveler(s).

The departure day is excluded in calculating cancellation or change fees. No refund will be given for unused services by the traveler on the day of or after departure.

Cancellation conditions apply from the check-in, i.e. upon receipt of written confirmation of the travel contract.

**Change fees:**

More than 90 days prior to departure, all changes made to a reservation by the client are subject to a fee of \$170 per change. Within 90 days of departure, it is not possible to make any change to the reservation. It is the traveler's responsibility to provide the exact name as it appears on his/her Canadian passport at the time of booking. If the traveler holds a foreign passport, it is his or her responsibility to indicate it to the travel counselor prior to booking.

**Name correction:**

It is the client's responsibility to give, at the time of booking, the real name indicated on his/her passport (first and last names). The costs generated for corrections will have to be absorbed by the client. Any full name change is considered a cancellation. Fees apply for every change requested by the client and are also cumulative. Please refer to the "Cancellation fees" section for more details.

### 3. PAYMENT

The reservation is only valid once the payment has been processed. Payment of the remaining balance of the trip is due no later than 30 days before the departure date. If payment in full has not been made by the due date, the trip will be considered as cancelled by the customer, which will result in the application of the cancellation fees as mentioned above (see section on Cancellation Conditions).

**Important Note:** Payment by installments is only possible with bank transfers. It is only possible for total billing amounts equal to or greater than \$4,000, and for reservations made more than 120 days before the departure date. Any reservation made less than 120 days before the date of departure cannot be paid with installments. Therefore, it must be fully paid at once. All installments must be paid with a single payment method, any other form of payment will not be accepted.

**Payment methods**

We offer four different payment methods for an easy checkout. You can make payments by credit card, Interac transfer, Paypal, or bank transfer. You will find all the necessary information for each payment method during the validation of your purchase.

**Payment by Interac:**

Simple and fast, send the due amount to the email address that will be provided at the time of booking. You will need to provide Stew Travel with a security code by phone at this number : +1 438-488-9080. Our department will email you a confirmation as soon as the funds have been received.

**Payment by bank transfer:**

Provide your bank with Stew Travel's bank details, which will be given at the time of booking. Email our department the proof of payment within 72 hours. Our department will email you a confirmation as soon as the funds have been received.

**If you opted for an installment payment plan, you must make those installment payments on time. Failure to pay on time will automatically result in the cancellation of your trip occurring fees and penalties (please refer to "Chapter 2: Trip cancellation fees").**

**Payment by Paypal:**

This online payment solution is simple and secure. Pay directly with your Paypal account and our department will email you a confirmation as soon as the funds have been received.

**Payment by credit card :**

The credit card must belong to one of the travelers making the booking. By allowing the use of their credit card, the customer agrees to the booking conditions. The cardholder acknowledges responsibility for the payment related to all the travelers listed on the file. Stew Travel reserves the right to verify the information provided by the credit card holder.

**4. DESCRIPTION OF TRIP PACKAGES**

Every effort has been made to ensure the accuracy of the information provided at the time of publication. Although information is frequently updated, service and/or travel product modifications out of Stew Travel's control may occur without notice. Stew Travel will strive to minimize the effects of these changes and promptly notify the travelers. The itinerary, the order of the visits and other fees may be modified depending on circumstances, unexpected situations and conditions prevailing on-site, such as weather or unusual traffic. Airlines, hotels, transportation and other services may be subject to changes if required by unexpected circumstances, security measures or local authorities. The names of hotels, pictures and maps mentioned on the tour description sheets are given for information purposes only.

**5. MODIFICATION OR CANCELLATION BY STEW TRAVEL**

Stew Travel reserves the right, at any time and at its sole discretion, to cancel or replace the services booked and/or acquired with similar tourism services. In the event of cancellation by Stew Travel of tourism services, Stew Travel's responsibility will be limited to refunding the amounts paid by the traveler for the cancelled services, except if the cancellations, changes and modifications are caused by force majeure (identified in Article 13). If the traveler does not accept any of the changes or replacements by equivalent services offered by Stew Travel, the services will be regarded as cancelled. Stew Travel's responsibility will be limited to refunding the amounts paid by the traveler for the

cancelled services, except for the cancellations, changes and modifications caused by force majeure (identified in Article 13). **Unusual, unpredictable reason and force majeure.** In case of unusual and/or unpredictable reasons, such as force majeure (identified in Article 13), Stew Travel may cancel, change or modify the entirety or parts of the trip. Stew Travel cannot be held liable for any damage caused by such cancellation, changes or modifications. Therefore, there will be no reimbursement for amounts that cannot be recovered by Stew Travel or for expenses already incurred by Stew Travel. Stew Travel commits to work in good faith with travelers to enable them to acquire tourism services equivalent to those that have been cancelled, changed or modified.

## 6. LAND, SEA AND GROUND TRANSPORTATION

At any time, cruise lines, airlines, and ground transportation companies may modify the number of stopovers, or cancel stopovers. For safety reasons linked with water level fluctuations, some portions of the itinerary may be modified. The captain and the cruise line are the sole decision makers in these matters: Stew Travel cannot be held responsible for any modification. For more information, please see the provider's General Conditions. Since Stew Travel has no control over the cruise lines, airlines and ground transportation companies, the agency cannot be held responsible for any loss the traveler may experience due to these cancellations or changes, and, when applicable, the travelers will have to appeal directly against the suppliers. Missed stopovers do not qualify for refunds.

## 7. UNUSED SERVICE

No refunds will be made for unused tourism services. If a traveler is unable to use one of the tourism services due to the fault of a supplier, the traveler shall appeal directly against that third party, thus excluding Stew Travel.

## 8. ACCOMMODATION

The list of accommodation names (hotels or ships) are given as an indication. Consequently, these accommodations are not fixed at the time of the signature of the travel contract. The travel contract only requires Stew Travel to state the category, the location, and a name of reference for the accommodation. At the time of the signature, the client is informed that the accommodation is given as an indication, in respect to local standards regulated by the competent tourist authorities on site.

All the accommodations specified in the brochures and advertisements are high-end establishments. However, the classifications of hotels and ships are given by the establishments and the cruise companies themselves. Moreover, the classification, quality standards and services may vary from one country to another. At any time and for any reason, Stew Travel or its suppliers may change the accommodations listed in the brochure, in the advertisement or in the "Detailed Program", for an equivalent or a higher category. The list of accommodations and their contact information are included in the travel documents.

### **Check-in and check-out:**

The traveler acknowledges that in the absence of specific conditions from the supplier or Stew Travel itself, rooms and cabins are generally not available before 4:00 pm and must be vacated before 11:00 am the next day.

The views, decors, sizes, amenities, configuration and furnishings of rooms and cabins may differ within the same accommodation establishment or cruise ship, even within each category. The photos and names mentioned in the brochures or advertisements or in the “Detailed Program” are only given as indication, based on the supplier’s information. It should be noted that the rooms are generally smaller than Canadian or North American standards, except for major cities such as New York City.

**Room configuration:**

Rooms are usually composed of one or two double beds, two twin beds or a single bed with a private bathroom. In most establishments, rooms with triple or quadruple occupancy are composed of two double beds, but are the same size as rooms with double occupancy. Therefore, these are not recommended for long trips. The size of the beds may vary from one country to the other. In most accommodation establishments and on cruise ships, triple or quadruple occupancy is very limited. When available for triple occupancy, the extra bed is usually a rollaway bed. It may not be possible to add an extra bed in certain rooms. In these cases, an additional fee for a single room will be applied. Even with this additional fee for single occupancy, these rooms are often smaller and consist of a single bed. For cabins, configuration and occupancy vary depending on the ship and the category.

**Single room:**

Single travelers will be accommodated in a single room and will have to pay an additional fee at the time of the signature of the contract. Single rooms are traditionally more cramped, limited in numbers and may be less conveniently located in the hotel.

**Occupancy:**

It is the traveler’s duty to mention the exact number of people who will share accommodation, because the price of the accommodation may vary depending on the number of occupants. Once on-site, if the number of people differs from the reservation information, the accommodation establishments, including cruise ships, may refuse to validate the reservation or may impose additional fees on the travelers.

If changes in occupancy are made by one or more travelers, the price will be modified accordingly with reference to the actual number of occupants and must be paid by the traveler(s). Please refer to the “CANCELLATION FEES” section of these terms and conditions for more information.

**9. MINORS**

Children between the ages of 5 and 12 years are eligible for child rates for all our guided group tours, unless otherwise specified. Rates are based on 1 child sharing a room with 2 adults, without adding an extra bed. We strongly recommend that children under the age 5 do not participate in our guided group tours, and Stew Travel reserves the right to refuse any child under the age of 5. If eligibility and/or pricing for minors are not specified in Stew Travel’s terms and conditions, in the “Detailed Program” or in the brochures, this information will be provided upon request. Some conditions may apply to eligibility and/or pricing. A minor cannot make a reservation for tourism services (including entertainment and other services) or occupy accommodation alone. Similarly, some establishments may have more restrictive conditions regarding the minimum age of travelers who wish to make reservations and/or occupy accommodation. It is each traveler’s duty to inquire about local legislation

or special conditions regarding that matter. Even if accommodation is already paid for, the establishment may refuse access to a traveler who does not meet the minimum age requirements. The traveler has the obligation to specify the exact age of the children when making reservations and the age of the other occupants if required. All minors must be accompanied by an adult. Stew Travel reserves the right to refuse any reservation or registration of one or more travelers, without having to provide a reason.

## 10. TRANSPORTATION

Complimentary transportation is carried out in accordance to the regulations of organizations managing air and ground transportation. The names of the airline companies are given as an indication. An airline company can be replaced by its equivalent, with the same services on board, depending on the existing technical requirements. Since the programs are sold months in advance, Stew Travel cannot guarantee a specific airline, even if it is mentioned in the contract. The flight routes are under the control of the airline company. Any consequence resulting from a change or a cancellation of operations by the airline company cannot be credited to our agency. We will have to replace one company by another within the limits of availability and possible solutions. No compensation can be requested from Stew Travel regarding such matters.

### **Duration of the trip:**

The specified duration does not correspond to the number of days spent at the destination. The duration corresponds to the number of nights included in the trip, including transportation. Changes such as times and dates may occur both upon departure and upon arrival. These changes are imposed by the airline company and may result in a shortening or extension of the first and/or last day of the trip. In case of a delay or an extension of travel time due to air travel, Stew Travel will contact the airline company to pay for accommodation and food expenses.

### **Role of Stew Travel:**

The traveler acknowledges and accepts that Stew Travel is not a carrier. Therefore, any complimentary transportation included in the trips purchased and/or booked with Stew Travel will be performed by third parties.

### **Modifications:**

At any time and for any reason, combinations, cancellations, changes of company or schedule, changes in type, size and class of vehicle or aircraft, changes in itinerary, route and travel time, changes in the number of stops in transit and other changes may occur without notice or compensation. Stew Travel is not a carrier: therefore, the agency is not liable for such combinations, cancellations, changes or delays.

### **Check-in:**

For any transportation service, it is the traveler's sole responsibility to check in departure times directly with the carrier, within 24 hours prior to departure. In addition, it is the traveler's sole responsibility to report at the pickup location sufficiently in advance to be able to benefit from the transportation, to follow the recommendations of the carrier and of Stew Travel, and to respect the usual standards and

practices. For air transportation, it is standard that the traveler presents himself/herself at the airport at least 3 hours before departure. For all transportation, schedules are given as an indication only: they are not contractual and are subject to changes without notice.

**Luggage:**

When the cost of luggage is included in the transportation, such luggage is limited to one suitcase per traveler, plus one travel bag if necessary. All luggage is under the responsibility of its owners. Luggage is transported at the owner's own risk and must comply with the terms and conditions of the travel service providers. If terms and conditions are absent from the travel service providers' website, the owner of the luggage shall comply with the specific terms and conditions of Stew Travel. Travelers must properly identify their luggage and travel bags, prior to any travel, either with the labels provided by Stew Travel or, in the absence of such labels, with any other identifier. Stew Travel requests that travelers attach, prior to the beginning of tourism services, the filled out tags to their luggage and travel bags in order to facilitate identification and handling. For some means of transportation, if luggage handling is not included or included only for a part of the journey, the traveler will have to walk a variable distance with his/her luggage, depending on accessibility restrictions. Stew Travel and its representatives disclaim any responsibility for loss, theft or damage caused to luggage, travel bags and personal belongings of the travelers. Stew Travel recommends that travelers purchase luggage insurance, unless already included in their package.

Please note that quite often, in group departures, travelers are now charged to check their first bag on flights. Fares may vary by destination, booking class or carrier and are subject to changes made by the carrier itself and without notice. Furthermore, additional fees may be charged or luggage may be refused if it exceeds or does not meet the standards required by the legislation of air, sea, hotel or other tourism service providers involved in the trip. The transportation and the related fees of articles and/or luggage, when applicable, are conditional to the terms and conditions of the carriers. Upon request, Stew Travel will be able to guide the travelers to the related organizations and obtain details about these conditions and fees. **Guided group travel:** Stew Travel specifically reserves the right to adjust the size of the vehicle according to the number of travelers. Seats are not reserved on board, except for the guide and/or travel attendant. They are instructed to rotate the seats and asked that no exceptions be made under any circumstances. For the comfort of the travelers and/or the respect of the legislation, smoking and consumption of alcoholic beverages are prohibited aboard vehicles, except for beverages sold or offered by the carrier on board.

## 11. RESPONSIBILITY OF THE TRAVELER

**Expulsion:**

In the event that a traveler has (1) a prejudicial or problematic condition, (2) a prejudicial conduct, or (3) an inappropriate conduct towards Stew Travel representatives and employees, other participants, other users, suppliers of services or goods, representatives of suppliers of services or goods or any third party, the traveler may be expelled from any tourism service, either by a Stew Travel representative and/or a representative of the service provider, without prior notice if the seriousness of the actions or the situation testifies against him/her. The expelled traveler will not be entitled to any reimbursement

by Stew Travel and will be solely responsible for all expenses incurred as a result of his/her conduct or condition, including additional transportation, living and accommodation costs for his/her stay or repatriation.

**Refusal of service:**

Stew Travel and tourism service providers may refuse to provide a service to any traveler who, among other things, does not report at the requisite time to receive the service, who endangers public safety, who, according to the service provider, could put himself/herself or others at risk by participating in a tourism service, who could jeopardize the implementation of a tourism service, who does not have the required documents to receive the service or whose documents are not in compliance with the reservation, who carries non-compliant baggage, disregards any applicable standard, regulation or legislation, or who has not paid the full cost of tourism services. The traveler will not be entitled to any refund if a tourism service is refused for any of the reasons mentioned above.

**Physical and psychological condition:**

It is the travelers' full responsibility to evaluate their physical and psychological condition to ensure that they can safely participate and be sufficiently autonomous to participate in tourism services. If necessary, travelers should check with a healthcare professional whether they are fit to take part in the tourism services. Stew Travel reserves the right to question travelers about their suitability to participate in a tourism service and to request proof of fitness from a qualified healthcare professional in order to participate in the tourism service. Stew Travel also reserves the right to refuse any reservation or registration of one or more travelers, without having to provide a reason. If a traveler has any doubts about his or her ability to perform an activity or participate in a tourism service, the traveler must immediately notify the Stew Travel representative and/or the Supplier's representative and refrain from performing the activity or participating in the tourism service. Active and sport-like tourism services are generally available to anyone in good health and physical condition. Such activities will not require exceptional physical fitness or special technical knowledge, but every traveler must be prepared to make moderate physical effort for the chosen tourism services.

**Medication:**

Travelers are responsible for bringing sufficient quantities of all necessary medications during tourism services and to carry them at all times. Travelers are responsible for having all the requisite documentation to carry prescription drugs.

For any questions regarding vaccinations, medications and health risks that may be involved in visiting some countries or regions, the travelers should directly contact their local travel clinic or the appropriate healthcare professionals. Stew Travel disclaims all responsibility regarding this information and the related risks.

**12. TRAVEL INSURANCE**

Stew Travel strongly advises its customers to purchase a comprehensive travel insurance policy that suits the different needs of each traveler. Unless Stew Travel offers insurance in its package: the traveller may purchase it online. The traveler may ask one of our consultants for assistance, if necessary.

If the traveler fails to purchase travel insurance, he/she will be responsible for his/her coverage, limited by RAMQ or by his/her personal insurance. If the traveler has insurance with his/her credit card, it is his/her responsibility to verify the conditions, and amounts of coverage as well as the number of days covered and, if necessary, to take additional insurance.

### 13. DISCLAIMER OF LIABILITY

Stew Travel is licensed as a travel agency in Quebec and collaborates with tourism service providers whose benefits consist of services booked and/or acquired by Stew Travel customers. Although Stew Travel chooses its suppliers carefully, the agency has no control over the suppliers and, consequently, cannot be held responsible for their omissions or their acts, those of their representatives, employees, subcontractors or agents, or for any kind of loss that may occur. The provided services are subject to the general terms and conditions of the service providers and their liability is limited to the applicable fares, terms and conditions of transport, tickets, vouchers, international conventions and agreements. The terms of this section also benefit the agents, representatives, and employees of Stew Travel. Stew Travel's obligations concern the means, and are therefore limited to making the necessary arrangements so that the booked and/or acquired tourism services are available to the travelers. Travelers will not be entitled to any claim, reimbursement and/or compensation for any loss, cost, expense, damage, accident, death, delay, cancellation, change, loss of amenities or enjoyment, unavailability, illness, injury, disappointment, anxiety, frustration or other inconvenience, whether material, psychological or physical, resulting from:

- an act or omission of a third party, including tourism service providers,
- illness or theft,
- the failure of a traveler to provide the required documents, including passport (and visa, when necessary),
- force majeure,
- the traveler not meeting the necessary physical or psychological conditions for tourism services,
- the traveler being denied access to a tourism service by the supplier of tourism services,
- the traveler being denied access to a tourism service, place, event or other by government authorities,
- the traveler not following the provided instructions and the requisite conditions to benefit from a tourism service,
- the cancellation by Stew Travel, for any reason whatsoever, of tourism services booked and/or acquired. In such circumstances, the responsibility of Stew Travel is limited to the sole reimbursement of the amounts paid by the traveler, except for cancellations, changes and modifications caused by force majeure,
- cancellation, change or modification of tourism services for an unusual and/or unpredictable reason, such as force majeure, including but not limited to the followings: war, political events, riots, terrorism, fire, floods, pandemics, storms, hurricanes, natural disasters, adverse weather conditions, earthquakes, mechanical breakdowns, labor disputes, decisions of governmental or legislative authorities, bankruptcies (including the bankruptcy of a supplier), disappearance or closure of a supplier and any other event beyond Stew Travel's control that could disrupt Stew Travel's operations and/or the services of its suppliers.

## 14. COMPLAINTS RESOLUTION

It is the travelers' responsibility to notify Stew Travel immediately if a problem arises regarding tourism services. The traveler must allow Stew Travel to provide an immediate or timely solution to the problem, when possible, by contacting the Stew Travel representative and guide (for group travel) on-site or by telephone at the number indicated on our website or by e-mail at [infos@stewtravel.com](mailto:infos@stewtravel.com). Complaints will only be considered if Stew Travel was unable to solve the problem on-site, during the implementation of the tourism services, despite its interventions. No other complaint or claim will be considered. In all cases, the responsibility of Stew Travel is specifically limited to the price of the trip. Any traveler who believes that he/she has a claim against Stew Travel or a third party regarding the implementation of the tourism services must, within fourteen (14) days following the end of the tourism services, send a detailed written complaint by email to [infos@stewtravel.com](mailto:infos@stewtravel.com) or by registered mail to 9-1160 Laurier Ouest, Outremont, H2V 2L5, Montréal. . Stew Travel will respond as soon as possible. Kindly note that each Stew Travel's supplier has its own policies regarding damages occurring during tourism services. It is the traveler's responsibility to make the necessary arrangements to forward complaints or claims to the suppliers within the time frame and under the conditions required by the suppliers. Tourism services that were already paid for but not received may be reimbursed by the Compensation Fund for Travel Agent's Clients. It is administered by the "Office de la protection du consommateur" (OPC). It is a financial protection for travelers. Find out more at [www.ficav.gouv.qc.ca](http://www.ficav.gouv.qc.ca)

## 15. MODIFICATION

Stew Travel or the service provider may allow, under special circumstances and to accommodate a traveler, specific modifications to the traveler's tourism services. Any requests for changes or modifications must be made in writing to Stew Travel rather than to the service provider. Modifications not authorized by Stew Travel will entirely remain at the expense of the traveler, without possibility of getting refunded for the services or accommodations that he/she would not have received because of these modifications. In the case that such change is not permitted and that a traveler decides not to use the tourism services, cancellation fees will apply.

## 16. ACTIVITIES NOT INCLUDED

Stew Travel disclaims any responsibility towards to the quality and safety of available activities on-site (such as excursions, optional tours, small extras, and so forth) that the traveler may wish to participate in and which are not part of his/her travel package, nor for any performances that may be made by the supplier for such activities.

Any verbal or written contract regarding such activities is presumed to be between the traveler and the specific supplier which is at the traveler's own risk regarding losses, damages or injuries that may occur during these activities. Stew Travel cannot be held responsible for any complaints or claims resulting from participation in such activities.

## 17. TRAVEL FILES

It is the traveler's sole responsibility to have in his/her possession all travel files, passports, visas, as well as the vaccinations required by the authorities of the visited countries, at the traveler's own expense. Travelers may be denied boarding or entry to the country of final destination. In such a case, Stew Travel is released from all responsibility. Stew Travel or one of its representatives will never be held responsible if a traveler does not have the necessary documents to take a trip booked through us.

Travel documents including the time and place of departure, the detailed itinerary, the list of accommodations and general documentation will be sent approximately 10 days prior to the departure date and only when full payment has been received.

## 18. NOTICES TO CUSTOMERS

Some events are relative to the usual troublesomeness of traveling. The client acknowledges this by solely bearing the consequences and agrees that Stew Travel is not liable for them. Among others, the following elements are to be mentioned: standards of living outside of Canada, local customs, religion, political system, difference of the complimentary services compared to those to which the client is accustomed to in Canada. In addition, some services may be interrupted or unavailable during the traveler's stay. Having no control over these circumstances, Stew Travel disclaims any responsibility for damage, inconvenience or loss of enjoyment. It is the traveler's responsibility to inquire about the destination and/or country to be visited. Holidays, school vacations, elections, and conventions: some inconveniences and/or interruptions and/or delays may occur on special occasions and the traveler agrees that it is not the responsibility of Stew Travel itself and that any tour, activity or free time may be affected and without resumption. It is the traveler's responsibility to be sufficiently healthy and autonomous to take this type of trip.

## 19. PHOTOGRAPHY

By participating in a Stew Travel trip, the traveler authorizes Stew Travel to use photographs taken by tour attendants or guides during a trip for professional use and specific purposes like publication on social media, printing, electronic documents, brochures, corporate documents, promotional tools, magazines, websites and other similar documents, that the traveler may appear in. The traveler must formally advise the Stew Travel representative if he/she refuses to appear in any of the aforementioned Stew Travel publications.

## 20. INTELLECTUAL PROPERTY

All photographs, images, videos or any other type of communication illustrations are the property of Stew Travel or third parties who have authorized Stew Travel to use them. Copies, transmissions, modifications, re-use on print-based or electronic media can be authorized as long as Stew Travel approved them for such use. In the event of agreement, they will have to clearly indicate the name of the author and the source in their uses.