HYDRAVION AVENTURE

428, rang des Grés, G0X2P0 St Étienne des Grés, Qc, Canada
Tél : (+001) 819-609-9358 - Fax : (+001) 819-535-3169
pilote@hydravion.ca www.hydravion.ca

# Booking form

**YOUR CONTACT DETAILS**

Ms., Miss, Mr. First name Family name

Date of birth

Address

Postal/Zip Code City

Tel. Work tel. Email

**TRIP REGISTRATION**

Name of circuit or excursion

Planned dates: from to

Number in party: Adults Children 12 and under

**COST OF TRIP**

Price:

Payment via VISA or MASTERCARD (scenic flight and short excursion only)
(for longer trip, wire transfer is required)

Card name:

Card # Exp.:

I authorize Hydravion Aventure Inc. to debit the amount indicated,

signature



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# General and Particular Conditions of Sale

**OUR AGENCY ROLE**
Hydravion Aventure is a travel agent established in Québec. As a travel agency, we hold a Québec licence to practice under the auspices of the Consumer Protection Office. We do not act as a reseller, holding a restricted licence as an adventure tourism organizer. Purchase of a package, flights, circuits, cruises and vehicle rental (hereafter "Services") offered by HYDRAVION AVENTURE constitutes a contractual agreement between HYDRAVION AVENTURE and the client and implies the client's acceptation of the General Conditions of Sale as described in this document. All trips are either customized or selected à la carte, without any intermediary, so that we work in close collaboration with the client in order to optimize the itinerary and adapt it to the available budget. HYDRAVION AVENTURE acts as the agent for all travel products and services. Apart from transfers by seaplane/ski-plane where required, these products and services are supplied or organized by firms independent from our own.

**USER'S RESPONSIBILITY**
The client certifies that he or she is 18 years old or older and possesses the legal authority to conclude the present agreement, as well as to accept the services as described in the description of the trip in question. It is the client's responsibility to have a valid passport in his or her possession throughout the trip, as well as for those persons accompanying him or her, at his or her cost. HYDRAVION AVENTURE will be pleased to inform the client about any of the documents required. In a case in which this clause is not respected, cancellation fees will apply and the agency declines any and all responsibility.

**PRICES OF PACKAGES**
All products and services purchased by the client will be delivered in function of their availability. All prices mentioned are in Canadian dollars. They include federal and provincial taxes, as well as the mandatory additional fee of 0.10% for the contribution to the Québec Travel Compensation Fund, where applicable, to be collected by travel agents in Québec. This contribution allows clients who do business with licenced Québec travel agents to be protected financially in the case of services not being provided.
Travel services paid but not received may be refund by the compensation fund of travel agency clients. It is administered by the Office of Consumer Protection. This is a financial protection for travelers. Find out more: www.ficav.gouv.ca
Clients are always clearly informed of what is and is not included in the prices indicated on our product sheets, quotations and invoices.
Hydravion Aventure reserves the right to modify its prices in the case of increases imposed by its suppliers, although prices will remain fixed during the 30 days preceding the planned trip. In the case of a price increase, without taking into consideration the increase caused by the Québec Sales Tax or the Canadian Goods and Services Tax, if it is equal to or in excess of 10% of the initial cost, the client may choose between a full and immediate refund for all Services (with the exception of bank fees, currency transfer and transmission fees) or the delivery of similar services at the same initial price, otherwise the difference in price must be assumed entirely by the client.

**RESERVATIONS**
Reservations are considered as confirmed only after reception of a deposit.
**The deposit** amount is 35% of the agreed total, including taxes (but not including any international air or other transfers).
**The balance** is due not later than 30 days prior to the planned trip date. In the case of a reservation being made within the 30-day period, the entire cost is to be paid in full at the time of reservation. Full payment must be made prior to the supply of any of our products and services. HYDRAVION AVENTURE reserves the right not to honour any reservation that has not been paid in full as per the terms outlined under "PAYMENT" (see below), and to retain the deposit(s) already made.
**Note that full payment for scenic flight and short excursion are required at the time of reservation.**

**PAIEMENT**
Total payment of the remaining balance, if any, must be made within 30 days prior to departure.
**Payment** may only be made by **bank transfer** to a trust account in order to safeguard the client's economic interests. Bank transfer details will be communicated at the appropriate time.
In a case in which the client requires us to also reserve tickets on an international airline and/or those of persons accompanying the client, the departure and return dates must be communicated to us in writing, along with the names and dates of birth of the participants, as well as the credit card details specifying that it can be used without signature (this service being offered as an option only).



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Travel documents will be sent to the email address mentioned in the client's file following the reservation.

**REBOOKING FEES**

**By the client**

Any changes made to a reservation (e.g. date, hotel, room category) are subject to the following fees:
- 45 days and more prior to departure: $50/per pers.
- 45 days and less prior to departure: please see "Cancellation fees."

With respect to fees applicable for a change of date for international flights into Canada, please refer to the conditions of the airline in question.

**By the travel agent**

In the case of certain Services already reserved no longer being available prior to the client's departure date or following the client's arrival, HYDRAVION AVENTURE reserves the right to replace them with comparable Services or, if not, to cancel them. In the event that such replacement Services are of lower quality, HYDRAVION AVENTURE's responsibility is limited to the difference between the cost of these different Services and the cost of the Services originally reserved. In a case in which these replacement Services are of superior quality, the client must make up the amount corresponding to the difference between the cost of these different Services and the cost of the Services originally reserved. If the modifications occur prior to the client's departure, he or she will have the option of refusing the replacement Services. In such a case, and in the case of a cancellation, HYDRAVION AVENTURE's responsibility is limited to the reimbursement of the amounts already paid for the Services concerned.

**CANCELLATION FEES**

For any and all cancellations, regardless of the cause, the following fees apply:
- From booking date to 62 days prior to departure date: 35% of the total cost of the package including taxes and service charges, per person.
- 61 days or less prior to departure date: 100% of the total cost of the package including taxes and service charges, per person.

With respect to the cancellation of international flights into Canada, please refer to the conditions of the airline in question.
Panoramic flights are not refundable except in case of bad weather conditions.

**CANCELLATION OF AERIAL TRANSFERS**

This refers to flights involving a seaplane or a ski-plane.
All our services are subject to meteorological conditions. Cancellations due to weather are the sole responsibility of the Chief Pilot of the aircraft in coordination with the Operations Centre at Hydravion Aventure. For reasons of aeronautical safety, Hydravion Aventure reserves the right and the power to replace a flight by seaplane by any other form of locomotion. Decisions are taken on the morning of each day, following the forecasts on the official Nav Canada website, in order to respect the regulations of VFR flights. No compensation may be claimed for such occurrences. These conditions must be clearly understood and signed off on by the client. In the case of a flight not taking place due to meteorological conditions and no other means of aerial or road transportation is supplied by Hydravion Aventure, the cost of the Services involved will be reimbursed in full.

**CONDITIONS FOR AERIAL TRANSFERS**

This refers to flights involving a seaplane or a ski-plane.
Flight seating is understood to be in compliance with weight restrictions as noted in aeronautical publications: (summer: men 200 lb, women 165 lb; winter: men 206lb, women 171lb).
Any variation must be reported to the Chief Pilot. The Chief Pilot may, if necessary, limit the number of passengers and request the payment of any additional fees arising. Times indicated are not guaranteed and are not part of this contract. HYDRAVION AVENTURE may, without prior notice, replace the pilots, use other aircraft and modify or cancel planned stopovers in case of necessity. With respect to seat assignment, the planned number of aircraft required for supplying the Services is the decision of the Chief of Operations. The type of aircraft may not be imposed by the client unless specifically made at the time of reservation. Flight schedules may be modified without notice. HYDRAVION AVENTURE assumes no responsibility for flight connections. Baggage weight per person is 12 kg (26.5 lb) or less and each piece of luggage must respect the limit of 80x40x20cm (31.5x15.75x8 in.). Any variation in measurement beyond these limits must be reported to the Chief Pilot who will determine what action to take. In all cases in which luggage fails to meet the dimensions mentioned above, and it is not possible to accommodate it in the luggage compartment, the client must assume the fees attached to their eventual transfer. Luggage should take the form of flexible bags with no rigid corners, the advantage being that several flexible bags may take the place of one

large rigid bag and thus resolve space issues. For safety reasons, luggage must contain no dangerous materials. HYDRAVION AVENTURE assumes no responsibility for damage to perishable goods, valuable objects, jewellery, li-



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quids, commercial documents, samples, cash, stocks, bonds, electronic material and accessories, cameras, silverware or fragile articles. As per Transport Canada regulations, no baggage is authorized in the cabin. International flights: By virtue of air safety laws in force in the United States and a number of other countries, all airlines, including HYDRAVION AVENTURE, are required to allow those bodies responsible for controlling borders to consult their passenger data. In consequence, the information that we have concerning you and your travel arrangements may be divulged to the Customs and Immigration authorities of any country included in your

itinerary. Notice concerning the limitation of responsibility for the transportation of animals: HYDRAVION AVENTURE assumes no responsibility for any losses, delays, injuries, illness or death of an animal it agrees to transport. The passenger is required to conform to all governmental regulations with respect to travel, to present all exit and entry documents or any others that may be required and to arrive at the point of departure at the time stipulated by HYDRAVION AVENTURE.

**DANGEROUS GOODS**
It is forbidden to carry in the cabin or in the hold on you all types of dangerous goods as defined in the 9 classes of TDG (explosives, gases, flammable liquids, flammable solids, oxidizing substances, toxic and infectious substances, radioactive materials corrosive materials and products, substances or Organisms) you must refer to the PIC driver will inform you and anyway only has authority to accept or not this type of baggage, in accordance with company policy, defined in the operating Manual chapter 8;

**INSURANCE**
HYDRAVION AVENTURE strongly recommends that its clients subscribe to an insurance policy covering certain events that may occur before, during or after take-off. The client is entirely responsible for his or her decision to take out or not to take out travel insurance. Under no circumstances may the client contest the fact that HYDRAVION AVENTURE has recommended that such insurance be taken out.

**WAIVER OF RESPONSIBILITY**
HYDRAVION AVENTURE makes arrangements with other airlines, hotels, inns and other independent parties in order to supply its clients with the Services outlined in the trip plan. Although it chooses these suppliers with a great deal of care, HYDRAVION AVENTURE has no authority over them and may not be held responsible for their acts, omissions, faults or negligence or that of their employees, nor for any loss or damage of any kind whatsoever that may result. The Services supplied are subject to the General Conditions of Sale of these suppliers and their responsibility is limited to the rates, conditions of transportation, tickets, vouchers and applicable agreements.

HYDRAVION AVENTURE may not be held responsible for any fault occurring with the booking or arrival of clients at the departure point for their flight, or at the location at which their planned itinerary begins, whether occasioned by a delay in flights, rail or ground services, even though it be the result of force majeure, accident or caused by a third party.

**ACTIVITIES AND SERVICES NOT INCLUDED**
HYDRAVION AVENTURE assumes no responsibility in relation to the quality or safety of the activities or services (such as excursions, optional visits or activities, incidentals or others) available at each destination, in which the client may wish to participate but which are not part of the all-inclusive package selected, nor in relation to any claim that may be made by the supplier of such activities or services. Any written or verbal contract concerning the activities or services is presumed to have been concluded between the client and the supplier in question and is at the risk and peril of the client with respect to any loss, damage or injury incurred during the course of the activity or service. HYDRAVION AVENTURE may not be held responsible in any way whatsoever for any complaint or claim arising from the client's participation in these activities or services, these being offered by a third party over whom HYDRAVION AVENTURE has no authority.

**CONFIDENTIALITY**
HYDRAVION AVENTURE observes the principle of confidentiality with respect to all the client's personal information, in conformity with the Personal Information Protection and Electronic Documents Act (Canada).

**COMMENTS AND CLAIMS**
In case of problems at destination, the client must advise HYDRAVION AVENTURE without delay and contact us by email at the following address: pilote@hydravion.ca , or by telephone at the emergency number written on the vouchers. In the case of a problem that cannot be resolved onsite, the client can send us his or her comments or claim in writing within thirty (30) days after his or her return from the trip.

**LEGAL NOTICE**
The present agreement and its application is governed by the law of the Canadian province in which the trip has



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taken place. If any of the clauses outlined in this document should be declared invalid, it will not have the effect of invalidating the whole of the agreement entitled "General Conditions of Sale."

**EMERGENCY**

PERSON TO CONTACT IN CASE OF EMERGENCY
Name (please print): _____
Phone number:_____

**EMERGENCY RESPONSIBILITY AUTHORIZATION**

Adult
I, the undersigned, authorize HYDRAVION AVENTURE INC. To provide all necessary first aid. I also authorize HYDRAVION AVENTURE INC. To make the decision in the case of an accident to be transported (by ambulance, helicopter, coast guard or otherwise) to a hospital or community health facility, all at my own expense

I, the undersigned, certify that I have read and accept the conditions and declare that I have read and understood the detailed information appearing on the brochure and travel documents of Hydravion Aventure concerning this trip.

Date:

Signature:

Please initial all four (4) pages



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