AGENT'S TERMS & CONDITIONS

THESE TERMS & CONDTIONS (the "Terms") govern the relationship between DMCI Inc. cob Stars & Maple Holidays (the "Agent") and customer, and anyone for whom customer requests Agent book travel services ("others on the Booking").

The Travel Services
Agent books travel services on behalf of customer and others on the Booking and all obligations and liabilities with respect to the travel services are those of customer and others on the Booking. The travel services booked for customer and others on the Booking will be set out on the **Booking Reference #** _____.

Duties and Recommendations of the Agent
Agent will source travel services based on information provided by customer for use by customer and others on the Booking.

Agent directs customer and others on the Booking attention to the terms and conditions of the suppliers of the travel services being arranged for the customer and others on the Booking, including airlines, trains, bus lines, cruise lines, hotels and tour operators, because those terms and conditions will govern the contracts that customer and others on the Booking, will have with the travel service suppliers and affect their rights and obligations. Those terms and conditions are located on the websites and/or in the brochures of the suppliers of the travel services. Those terms and conditions may also be included in Waivers that the suppliers require customer and others on the Booking to sign before using the services. Any questions about any of the travel suppliers' terms and conditions should be addressed to the specific travel service supplier

Agent strongly recommends that customer and others on the Booking purchase travel insurance, including trip cancelation, trip interruption, baggage and medical coverage.

Duties & Acknowledgements of the Customer
Customer and others on the Booking must review and verify all details set out on the Booking, all itineraries and invoices upon receipt from Agent and must immediately advise Agent of any errors or omissions.

Customer shall provide a copy of these Terms and any changes to these Terms to others on the Booking before asking Agent to book any travel services.

Customer acknowledges that customer and others on the Booking, have been directed to review the terms and conditions of the suppliers of the travel services included in the Booking made by Agent, including airlines, trains, bus lines, cruise lines, hotels and tour operators, including baggage allowances, check-in times, age and height restrictions and advised that any questions customer and others on the Booking have about the travel suppliers' terms and conditions should be addressed to the specific travel service supplier.

Customer and others on the Booking shall be responsible for complying with all customs, rules and procedures of the travel suppliers and failure to comply with all travel supplier customs, rules and procedures may result in customer or others on the Booking being removed from the premises and refused future use of the travel services. In such circumstances customer and others on the Booking will not be entitled to any refund for any part of the travel services not used.

Customer acknowledges that Agent has recommended that customer buy travel insurance and customer confirms that customer has advised others on the Booking of that recommendation to buy travel insurance. Customer acknowledges that some countries will refuse entry if customer or others on the Booking do not have proof of travel insurance including medical coverage. If customer or any others on the Booking does not want to buy travel insurance, customer must sign a Travel Insurance Waiver for customer and/or any others on the booking who do not want to buy travel insurance.

Any automobile insurance coverage will be the responsibility of customer or others on the Booking renting automobiles.

Customer and others on the Booking, are responsible for ensuring that they have all necessary travel documentation, including a passport (valid until 6 months after the expected return date), visas, parental consents to travel with minors required by any destination to which they are travelling or through which they will transit and pardons with respect to any criminal conviction.

Customer and others on the Booking, acknowledges that even with possession of the required documentation and information s/he may be refused entry into another country at either the point of departure or arrival.

Customer and others on the Booking acknowledges that the destination(s) to which they are travelling may have living standards and practices and standards and conditions with respect to the provision of utilities, services and accommodation, that may differ from those they are used to at home.

Customer shall be responsible for notifying Agent of any special requirements regarding the travel arrangements, including the type of seating/accommodation required and dietary requirements of customer and others on the Booking, at the time of making the Booking. Agent will make travel suppliers aware of such requests and customer shall be responsible for any additional costs for such requests, however Agent shall not be responsible for any failure by the travel suppliers to provide such services.

Customer and others on the Booking acknowledges that a credit card is required for each room at the time of check in at a hotel and a preauthorized amount will be held by the credit card company in favour of the hotel until check out to cover any damages and/or incidental amounts charged by customer or others on the Booking during the stay. Customer and others on the Booking also acknowledges that failure to present a valid credit card and permit the preauthorized amount to be charged to the credit card will result in the reservation being cancelled by the hotel.

Agent shall not be liable for any damage or loss suffered by customer or others on the Booking, including the inability to use any of the travel services, as a result of failing to comply with any of the duties in this section.

Flight Details and Changes

Travel documents contain conditions of carriage which limit the airline's liability under international conventions and agreements. Any complaints concerning flights should be made to the airline concerned. Agent reserves the right to substitute alternate carriers and aircraft types and to add en-route stops at its discretion with or without notice to customer.

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Customer and others on the Booking should confirm all flights at least 48 hours before departure and flight departure time at least 24 hours before the scheduled departure time. If a flight delay is announced at the airport, it may not be possible for the airline to provide accommodation or meals during the delay. If a delay is related to weather, traffic, or another Force Majeure condition, any expenses incurred by customer and others on the Booking will be the responsibility of customer and others on the Booking. Agent is not responsible for additional expenses or lost income as a result of changes to flight times or missed vacation time. If customer or others on the Booking only purchases airfare from Agent, it is customer and others on the Booking responsibility to leave a contact number at destination with Agent so that contact can be made in case of a flight change.

If customer or others on the Booking is booking connecting flight(s) customer and others on the Booking should allow at least 3 hours and preferably overnight between the connecting flight and any charter flight that is part of a tour. All such connecting flight reservations are made at the risk of customer and others on the Booking and customer and others on the Booking agree to assume the cost of any loss in the event of a change to the original flight schedule.

At the Airport

Seats are allocated on a first-come, first-served basis unless customer or others on the Booking have pre-purchased seating allocation. Customer and others on the Booking should arrive at the airport at least 3 hours prior to flight departure. Check-in closes 45 minutes prior to flight departure and all passengers must be present for check-in. Neither customer nor others on the Booking will be allowed to board or obtain a refund if customer or others on the Booking have not checked in 45 minutes prior to flight departure. Airlines reserve the right to deny boarding to any passenger they deem to be in an unfit condition to fly.

Customer and others on the Booking must check booking documents or the airline for details about baggage allowance and updated baggage regulations. Additional charges will apply to baggage in excess of the weight allowance. Any lost, delayed, or damaged baggage is the responsibility of the airline. If baggage is delayed at destination or upon return home, customer or others on the Booking must contact the airline representative before leaving the airport. If customer or others on the Booking fail to notify the airline representative before leaving the airport any claim will be invalidated. The handling of baggage is performed by an independent contractor over which Agent has no control. Agent is not responsible for the loss or damage to baggage or any other possessions, and it recommends customer and others on the Booking purchase insurance to cover this type of loss.

Inflight Services

Charges may apply to inflight services, including internet connection, entertainment, food and drink services.

Price of Travel Services

Prices quoted by Agent for travel services are based on information provided to it by travel suppliers, include all applicable taxes and are subject to change according to travel supplier terms and conditions. Prices quoted by Agent do not include any departure/improvement tax charged by a country/state/province/airport included on the Booking.

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Payment for Travel Services, Counselling fees and Non-refundable Amounts

Customer is responsible for payment of all travel services booked for customer and others on the Booking. Customer is responsible for payment of all counselling fees. Customer is responsible for payment of all deposits. Deposits are non-refundable regardless of whether the travel services are supplied or used and regardless of why the travel services are not supplied or used.

Counselling fees (set out in Schedule "A" to these Terms) are due on the date the travel services are booked and are non-refundable regardless of whether the travel services are supplied or used and regardless of why the travel services are not supplied or used.

Agent shall advise customer of dates when payments are due and failure to make payments when due may result in cancellation of the travel services, which will be considered Cancellation by Customer (see "Change or Cancellation by Customer" below) and all travel supplier and Agent cancellation fees and penalties will apply.

Customer represents to Agent that customer has the authority to use any credit card the details of which customer provides to Agent without presenting the actual card to Agent. Customer authorizes Agent to use any credit card the details of which customer provides to Agent to pay for travel services and counselling fees for customer and others on the Booking and to make those payments to Agent or a travel service supplier as directed by the Agent. Customer and others on the Booking agrees not to make a claim for chargeback on any credit card the details of which customer provides to Agent in relation to any counselling fee or non-refundable deposit.

Change or Cancellation by Travel Services Supplier

The travel services are typically sold well in advance of travel dates and sometimes they are modified or not available. Most often changes to the travel services will be minor, however a travel supplier may make a more significant change, for example a change of time of departure or return by more than 24 hours; change of the standard of the accommodation; increase in the cost of the travel services of more than 7% (unless government imposed); change of route requiring other identification or documentation when there is insufficient time to meet these requirements before departure; or an error in price. In these circumstances the rights of customer and others on the Booking, shall be governed by the terms and conditions of the travel supplier and these Terms.

Change or Cancellation by Customer

Customer must make any change or cancel a booking for customer or others on the Booking, with Agent and not with a travel supplier.

Change(s) and cancellation(s) of any travel arrangements by customer or others on the Booking, will be subject to the change/cancellation policy(s) applicable to the travel service in question and these Terms.

In the case of a change by customer or others on the Booking, additional counselling fees will apply (set out in Schedule "A" to these Terms), and penalties provided for in the travel supplier(s) terms and conditions and these Terms will apply.

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In the case of a cancellation by customer or and others on the Booking, additional counselling fees may apply (set out in Schedule "A" to these Terms), and penalties and non-refundable amounts provided for in the travel supplier(s) terms and conditions and these Terms will apply.

Privacy
Agent shall comply with the provisions of the Personal Information Protection and Electronic Documents Act and any other applicable privacy laws in its handling of private information. In particular it will:

1. Protect personal information held by it.
2. Identify the purpose of its collection and how it will be used.
3. Use the information collected only for the stated purpose.
4. Ensure that the information is accurate, complete and up to date.
5. Protect the information against loss or theft.
6. Report the theft of any information and notify the individual of all breaches where a "real risk of significant harm" to the individual is possible.

Compensation payable to the Agent
In addition to the counselling fees for the services provided by Agent (set out in Schedule "A" to these Terms), Agent will be entitled to payments from travel service suppliers as agreed between it and those suppliers, in relation to all travel arrangements made for customer and others on the Booking.

Waiver of Rights
Agent has advised customer that because of the worldwide effects of COVID 19 Agent cannot provide any assurance about conditions in any location, the methods used in any location to manage COVID-19, the services or amenities available in any location, or the effects of COVID-19 on any of the travel services. Knowing of the conditions and having been given this warning by Agent, customer, on his/her own behalf and on behalf of others on the Booking, acknowledges that use of the travel services has significant inherent risks and that customer and others on the Booking agree to waive any and all rights s/he/they may now have or may have in the future against Agent and affiliates for any damages, actions, causes of action, proceedings, suits, debts, dues, covenants, contracts, claims and demands as a result of any adverse circumstances caused by or arising from the use of the travel services, including those related to delay, interruption or cancellation of some or all of the travel services, causing customer and/or others on the Booking, to have to remain in transit or stay at a location for longer than anticipated, all at the expense of customer or others on the Booking.

Indemnification by Customer
Customer undertakes and agrees to defend and indemnify Agent and hold Agent harmless, at customer's sole expense, from and against all claims, demands, suits, losses, costs, damages, and expenses that Agent may sustain or incur by reason of:

(a) any breach of these Terms by customer or others on the Booking;
(b) anything stated by customer to others on the Booking that is contrary to any of these Terms or Schedule "A" hereto or the terms and conditions of any travel supplier;
(c) a claim, demand or suit, etc. made by any of the suppliers of travel services for damages caused by customer or any one or more of the others on the Booking;
(d) a claim, demand, suit, etc. made one or more of the others on the Booking; and

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(e) a claim by a credit card company or other third party dealt with by the Agent in relation to the booking of travel services for customer or others on the Booking, including any charge back request by others on Booking or credit card issuer.

Customer's obligations in this section shall continue in force after the use of the travel services by customer and others on the Booking.

Changes to these Terms
Agent may make changes to these Terms from time to time and all changes shall be binding on customer and others on the Booking from the date on which the change is brought to customer's attention.

Agent Responsibility
Agent arranges travel services with independent third parties, such as airlines, hotels, bus companies, tour operators, baggage handlers and other independent suppliers to provide customer and others on the Booking, with the travel services purchased. Agent exercises care in selecting these independent suppliers and pays particular attention to their reputation and reliability. However, Agent does not control these independent suppliers and cannot be held responsible for their performance or lack thereof.

Agent is not responsible for any injury, loss or damage whether mental, emotional or physical howsoever sustained, resulting or arising from any error, omission or negligence of any company or person, agent, employee or sub-contractor supplying any of these travel services.

Agent is not responsible for consequential damages or special damages suffered by customer or others on the Booking, even in circumstances in which Agent is aware of the reason customer or others on the Booking are using the travel services, including circumstances in which customer or others on the Booking arrive at a destination later than expected and/or are unable to attend an event/excursion, whether the event/excursion is included in the price of the Booking or not.

Neither customer nor others on the Booking shall have any claim against Agent by reason of customer or others on the Booking failing to purchase travel insurance or because customer failed to advise others on the Booking to purchase travel insurance.

Limitation of Agent Liability
Agent's liability for any loss, damage or injury, whether to property, physical or mental, arising from its own acts, omissions or negligence, is limited to the amount paid directly to Agent by customer or any one of others on the Booking, in relation to which any claim by customer or any one of others on the Booking, is made.

Force Majeure
In no event shall Agent be liable for any failure to perform Agent's obligations or delay in performing Agent's obligations where such failure or delay is due to events beyond Agent's control which prevents the performance of Agent's obligations, including without limitation, nuclear or environmental catastrophes; natural disasters and extreme weather conditions; war, invasion, or similar hostilities; rebellion, revolution, insurrection; riots or civil unrest; strikes, lockouts and labour action; acts or threats of terrorism; epidemic, pandemic, or spread of disease; Acts of State or governmental restrictions; and loss or prolonged interruption of necessary utilities, communications or computer services.

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Customer acknowledges that Agent, on behalf of customer and others on the Booking, will forward funds to independent third party travel suppliers, and that once forwarded, these funds may not be recovered and/or refunded. Where a force majeure event has occurred, performance of Agent's obligations shall be suspended for the duration of the force majeure event, and Agent shall perform Agent's obligations only when it is possible to do so.

In any event, the liability of Agent arising out of force majeure event shall not exceed amounts paid directly by the customer or any one of others on the Booking, to Agent, and Agent shall not be liable for any consequential or indirect damages or legal costs incurred by any party.

General Provisions

NOTICE

Notice may be provided either in writing, to the last address provided by the customer/Agent, delivered by hand, or by email or other electronic method.

PARTIAL VALIDITY

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

MODIFICATION

These Terms may be modified by the Agent at any time.

LAW GOVERNING TERMS

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario.

FORUM FOR DISPUTES

Customer and Agent agree that the courts of Ontario shall have exclusive jurisdiction over the resolution of any dispute, controversy or claim arising out of or in relation to these Terms.

SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and shall inure to the benefit of the customer/Agent and their successors and assigns.

COMPLETE UNDERSTANDING

These Terms represent the complete understanding of the customer/Agent with respect to the booking of the travel services and specifically exclude any representation made that is not included in these Terms.

WAIVER

No waiver of any provision(s) of these Terms shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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I, _____ , ("customer") acknowledge and accept all of the above Terms on behalf of myself and all others on the Booking whose names are listed below.

DATED at _____ , the day of , 20

Customers

Booking Reference #			
1		2	
3		4	
5		6	
7		8	
9		10	

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