

General Terms of Sale

In compliance with the Travel Agents Act (CQLR, c. A-10), its Regulation (A-10, r. 1), the Consumer Protection Act (P-40.1) and the Civil Code of Québec.

This English text is provided for convenience. The French version prevails in the event of any discrepancy.

Business	Voyages DARE
Address	330 rue Boileau, Saint-Eustache (Québec) Canada J7R 4R4
OPC licence	no. 202612359052
NEQ	1181374399
Version	2.0
Effective date	May 5, 2026

1. Scope and acceptance

These general terms of sale (“**GTS**”) govern any contractual relationship between **Voyages DARE**, an agency holding general licence no. 202612359052 issued by the Office de la protection du consommateur (“**OPC**”), and any person (“**you**,” the “**client**”) who books a travel service through us. Any booking constitutes full and complete acceptance of these GTS as well as our privacy policy.

In accordance with section 16 of the *Consumer Protection Act*, in case of doubt or ambiguity, these terms shall be interpreted in favour of the consumer. These GTS do not replace the rights granted to you by the *Travel Agents Act*, its *Regulation*, the *Civil Code of Québec* and the *Consumer Protection Act*.

2. Role of the travel agent — obligations and joint liability

Voyages DARE acts as an intermediary between the client and travel service suppliers (carriers, hoteliers, cruise lines, tour operators, inbound operators, insurers). Under articles 1523 and 1525 of the *Civil Code of Québec* and section 41 of the *Consumer Protection Act*, our liability is **joint and several** with that of the tour operator for the travel services described in the contractual documentation (brochure, website, description sheet).

In accordance with applicable case law and article 2100 of the *Civil Code of Québec*, the contract entered into with the client entails an **obligation of result**, except in cases of force majeure (article 1470 CCQ).

Our professional obligations cover five dimensions:

- **Choice of suppliers:** select competent, reliable suppliers that comply with local, national and international regulations.
- **Assistance:** provide, where applicable, a tour guide, a representative at the destination or a local supplier able to provide assistance.
- **Information:** disclose all known information that is important and necessary for decision-making (travel documents, vaccines, insurance, schedule changes, communication in case of evacuation, etc.).
- **Compliance:** provide a service that conforms to the representations made and to the provisions of the contract.

- **Safety:** alert the client to any known condition likely to endanger their health, safety or life.

3. Booking and formation of the contract

- The booking becomes firm upon receipt of the required payment and the written confirmation issued by Voyages DARE. The invoice may serve as the travel services contract within the meaning of the *Civil Code of Québec*.
- The information provided (names, dates of birth, passport numbers) must be strictly identical to your travel documents; any late correction may result in fees charged by the supplier.
- The invoice given to the client includes: the date, your name and address, the detailed description of the services, the price with taxes, the amount AND the percentage of the FICAV contribution (or the “applicable rebate,” if any), the amount received and the balance, the refund conditions, the name of the travel counsellor, and the mandatory FICAV notice.

4. Contract entered into at a distance

When the booking is made by telephone, email or through our website, it is a distance contract within the meaning of the *Consumer Protection Act*. Before entering into such a contract, Voyages DARE undertakes to provide you, in writing where possible:

- the name, address, telephone number and email of the agency;
- the detailed description of each service, its features and the date on which the services will be rendered;
- the price details, taxes, the amount of the FICAV contribution and the currency if it is not Canadian;
- additional fees that may be charged by suppliers;
- the cancellation and modification conditions, as well as any other applicable restriction;
- the option to accept or refuse the offer and to correct any errors in it.

If the booking is made by telephone, a written copy of the contract will be sent to you within 15 days following the transaction.

5. Prices, taxes and FICAV contribution

- Prices are shown in Canadian dollars (CAD), per person, and specify the taxes, levies and fees included.
- In accordance with the *Regulation respecting travel agents*, a client residing in Québec must contribute to the Compensation Fund for Customers of Travel Agents (FICAV). The contribution percentage varies according to the fund's accumulated surplus; the applicable rate is the one in effect published by the OPC at the time of the transaction.
- The FICAV contribution applies in particular to transportation tickets (including airport fees), accommodation services, car rental, meal costs included in a trip, recreational and sports activities booked through us, seat reservation fees, visa fees and flexible contractual conditions. It does not apply to travel insurance, agency handling fees, or travel accessories.
- The amount and percentage of the contribution must appear on your invoice. If a “rebate” applies (when the fund's accumulated surplus permits), it will also be shown separately.
- The amounts you pay us are held in trust in a trust account, in accordance with section 33.2 of the *Travel Agents Act*.

MANDATORY FICAV NOTICE: “Travel services that are paid for but not received may be reimbursed by the Compensation Fund for Customers of Travel Agents. It is administered by the Office de la protection du consommateur. This is financial protection intended for travellers. Learn more: www.ficav.gouv.qc.ca”

6. Payment terms

- A non-refundable deposit is generally required at booking. The balance is due according to the deadline specified in the confirmation; failing that, the booking may be cancelled and the cancellation fees set out in section 8 apply.
- The accepted methods of payment are indicated to you at the time of booking. Card transactions are secured and processed by a PCI-DSS-compliant provider. For a purchase made at a distance, you have recourse to a chargeback from your credit card issuer when the service or good purchased was not provided (CPA s. 54.14).

7. Price change after confirmation of the contract

The price shown on the invoice may be changed after the contract is entered into, under the strict conditions provided by the *Regulation*:

- **Permitted grounds:** a fuel surcharge imposed by a carrier OR an increase in the applicable exchange rate 45 days before the date the services are provided, equal to or greater than 5% compared to the rate on the contract date.
- **Time limit:** no increase is possible within 30 days of departure.
- **Right of refusal:** the client may refuse any increase of 7% or more of the stated price (excluding GST and QST). Voyages DARE will then offer a full and immediate refund, OR similar replacement services.

8. Cancellation and modification by the client

Any cancellation or modification must be sent in writing to info@voyagesdare.ca. The applicable fees are those of the suppliers and tour operators concerned, which are communicated to you at the time of booking and recalled on the confirmation. In the absence of a specific contractual provision, the indicative schedule below applies:

Time before departure	Indicative cancellation fees
More than 60 days	Non-refundable deposit + administrative fees
60 to 31 days	50% of the total cost
30 to 15 days	75% of the total cost
14 days or less / no-show	100% of the total cost

Voyages DARE administrative fees may be added to any cancellation or modification (change of name, date, destination), in addition to supplier fees. The exact amount is confirmed to you before any commitment.

9. Cancellation by Voyages DARE or by a supplier

In accordance with the *Regulation*, Voyages DARE may cancel a trip by giving at least seven (7) days' notice before departure for a valid reason (safety, operational conditions). In the event of force majeure, cancellation may occur within a period of less than 7 days.

Force majeure: within the meaning of article 1470 of the *Civil Code of Québec*, this is an unforeseeable and irresistible event (unforeseeable strike, lockout, bankruptcy, fire, terrorist attack, hurricane, flood, earthquake, epidemic, major technical failure). Whether an event constitutes force majeure is assessed according to the context; an event announced sufficiently in advance may not be considered as such.

In the event of a significant change imposed by a supplier, you may:

- accept the proposed change;
- obtain an equivalent service at no additional cost;
- obtain a refund of the amounts paid, subject to the supplier's conditions and the provisions of the law.

10. Your protections in the event of default

The *Travel Agents Act* provides three complementary levels of protection for the client:

- **Trust account:** the amounts collected by Voyages DARE are deposited in a separate account, on a fiduciary basis.
- **Individual security (bond):** a financial guarantee deposited with the OPC by Voyages DARE to ensure compensation of clients in the event of an unfavourable judgment.
- **Compensation Fund (FICAV):** compensation, reimbursement or repatriation when the service is not rendered, in the event of a supplier's default, a natural disaster or a crisis recognized by the OPC. Details: www.ficav.gouv.qc.ca.

Complementary protections: travel insurance (strongly recommended) and chargeback of credit card purchases in the event of a service not rendered.

11. Travel documents, passport, visas and health

- Voyages DARE provides the client with the documents related to the services booked and paid for (transportation tickets, itinerary, vouchers) at the latest seven (7) days before departure. For a booking made less than 7 days before departure, the documents are sent as soon as possible before departure (Regulation, s. 19).
- It is your responsibility to hold a valid passport (generally valid for six months after the return date), the required visas and any document required by the destination or transit country. A parental consent letter may be required for a minor.
- You are responsible for informing yourself about health requirements (vaccines, tests, entry forms) with the competent authorities (travel.gc.ca).
- Voyages DARE cannot be held responsible for a denial of boarding or entry due to incomplete, expired or non-compliant documentation.

12. Travel insurance

Purchasing travel insurance (cancellation/interruption, emergency medical, baggage) is strongly recommended. Voyages DARE may offer you insurance products as a distributor within the meaning of the *Act respecting the distribution of financial products and services* (CQLR, c. D-9.2), supervised by the Autorité des marchés financiers (AMF).

In this capacity, we will describe to you the product, its coverage and exclusions, the claims procedure and time limits, as well as your right to cancel the insurance contract within 10 days of signing it, in accordance with the AMF's requirements. If you do not take out insurance, you acknowledge that you alone assume the financial risks associated with an unforeseen event.

13. Air transportation — Montreal Convention

International air transportation is governed by the *Convention for the Unification of Certain Rules for International Carriage by Air* ("Montreal Convention"), incorporated into the *Carriage by Air Act* (R.S.C., 1985, c. C-26). Airlines are subject to it, particularly regarding their liability in the event of delay, loss or damage. For flights departing from or landing in Canada, additional compensation rules are provided by the Canadian Transportation Agency (otc-cta.gc.ca).

14. Limitation of liability

Subject to our joint and several liability (section 2) and the mandatory provisions of the law, Voyages DARE is not responsible for:

- the acts or omissions of suppliers and the non-performance of their services when they are not covered by our joint and several liability;
- cases of force majeure (article 1470 CCQ);
- indirect losses or damages (missed connection, loss of wages, additional accommodation or meal costs) when the law does not require it.

No provision herein may limit the liability of Voyages DARE in cases where the law prohibits it.

15. Complaints and claims

Any dissatisfaction must first be reported on site to the supplier (hotel reception, local representative) so that a solution can be sought immediately. A formal claim may then be sent in writing to Voyages DARE, accompanied by any supporting documents.

Failing an amicable settlement, the client may contact the OPC, the Small Claims Court or the competent courts of Québec, as well as FICAV for eligible amounts.

16. Protection of personal information

The processing of personal information is governed by our privacy policy, which complies with Law 25 and PIPEDA, available at www.voyagesdare.com.

17. Governing law and jurisdiction

These GTS are governed by the laws of Québec and the federal laws of Canada applicable therein. Any dispute shall fall under the competent courts of Québec, in particular the judicial district of the client's domicile in the case of a consumer.

18. Amendments to the GTS

Voyages DARE may amend these GTS at any time. The version applicable to your file is the one in effect on the date of the booking confirmation.

19. Contact us

Voyages DARE	
Address	330 rue Boileau, Saint-Eustache (QC) Canada J7R 4R4
OPC licence	no. 202612359052
NEQ	1181374399
Email	info@voyagesdare.ca
Website	www.voyagesdare.com
Co-founders	Dominic Dubé and Bianca Adorante

Document prepared with reference to the official manual “Lois et règlements applicables au secteur du voyage” (4th edition, 2024 — ITHQ/OPC). For the full texts of the laws cited: Travel Agents Act: legisquebec.gouv.qc.ca/en/ShowDoc/cs/A-10 — Regulation: legisquebec.gouv.qc.ca/en/ShowDoc/cr/A-10, r. 1.