

## **2010 Terms and Conditions - Travel Agents and Directs**

### **1. General Terms and Conditions**

Please read the following information carefully, as the terms and conditions described herein constitute an agreement between you and those who provide the service. If you decide to travel with Rocky Mountaineer and make payment on a tour, you thereby agree to accept the terms and conditions of this contract.

### **2. Brochure Prices**

All prices herein are quoted in Canadian (CDN) dollars. Prices and information in this brochure are for the 2010 season and are subject to change without notice.

### **3. Canadian Goods and Services Tax (GST)**

All prices are subject to GST, which will be charged upon confirmation of booking. Currently the rate is 5% for Canadian GST. Guests who are not residents of Canada are eligible for a rebate of the GST paid on short-term accommodation. If they are purchasing their rail tour from outside Canada, Rocky Mountaineer may claim the rebate on their behalf. The result is a 50% reduction in the tax rate, and 2.5% is then used to calculate the GST to be charged. When non-resident guests purchase their rail tour while in Canada, Rocky Mountaineer charges GST at the full 5% rate, and any GST rebate to which a visitor to Canada may be entitled must be claimed from the Canada Customs and Revenue Agency by the guest. This short-term accommodation rebate is subject to change without notice and does not apply to cruise or overnight rail trips.

Note: Canadian taxes are subject to change as such our billing to you will be adjusted as required.

### **4. Rail-Only and Package Tour Inclusions**

The following costs are not included unless otherwise specified: GST, port taxes, fuel surcharges, gratuities, alcoholic beverages, meals, room service or other hotel incidentals, items of a personal nature and all other items not specified in the description of the applicable tour contained in this brochure. If one of our packages does not meet with your requirements, we will be pleased to customize your rail tour package. Ask your Vacation Consultant for details. Individual tour component pricing breakdowns are not available.

### **5. Self-Drive packages and Car Rental Policies**

Minimum requirements for car rental:

- Driver must be 25 years of age, or older,
- Possess a valid driver's license, and
- Hold major credit card.

If the driver's licence is not in English, an International Driving Permit is strongly recommended. This is required for translation purposes to confirm the validity of the driver's license for the safety of renters and for the car rental company.

A credit card deposit will be required at time of car rental pick-up to cover costs not included in the Rocky Mountaineer package. These costs are the responsibility of the renter and are payable when the vehicle is returned. A car rental day is based on a 24-hour period. For example, if you have a 3 day car rental and you pick up your car at 10 a.m. it must be returned at or before 10 a.m. 3 days later; otherwise, you will be charged an extra day's car rental. Please provide approximate pick-up time and location at time of reservation. Confirmation of drop-off time will be provided when the car is picked up.

Rates do not include hotel parking charges, gasoline, Loss/Damage Waiver (LDW), Personal Accident Insurance (PAI), meals, attractions, passage by ferry, port taxes, child seats, drop-off charges if the vehicle is not dropped off at the location specified in the itinerary, any applicable charges for additional drivers, upgrades to a higher car class, additional rental days, any other optional charge or service charges and GST. Pick-up or drop-off at an airport may be subject to an additional charge by the car rental company.

## **6. Possible Alterations**

Rocky Mountaineer reserves the right to cancel, modify or alter all or any part of its services when necessary or advisable. Should this occur, Rocky Mountaineer agrees to provide the best alternative available. Every effort will be made to adhere to the specifics shown herein; however, circumstances may necessitate alteration, including the occasional accommodation change from properties listed in this brochure. Hence, all fares, schedules, itineraries, hours of arrival and departure, air schedules and special programs are subject to change without notice at any time.

## **7. Suppliers' Liabilities**

Rocky Mountaineer and Armstrong Group act as an agent for and make arrangements with airlines, hotels, bus lines and other independent parties to provide you with non-rail travel services and accommodations. Although great care is taken to choose suppliers, we are unable to directly control them, and therefore we are not responsible for their acts or omissions. The travel services provided by these suppliers are subject to the conditions imposed by the suppliers, and their liability may be limited by their tariffs, conditions of carriage and international conventions and agreements.

## **8. Company Liability**

Rocky Mountaineer and Armstrong Group and their respective officers, directors, servants and agents are not responsible for any claim, loss, damage, cost liability or expense arising, direct or indirect, out of injury; accident or death; loss, damage or delay of luggage or other property; or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical, mental or otherwise, relating to the provision of rail tour operations, travel services and accommodations.

## **9. Force Majeure**

Rocky Mountaineer and Armstrong Group will not be responsible for the performance of this agreement if prevented or delayed by acts of God, strikes, accidents, weather, traffic, airport conditions or other causes beyond their reasonable control from meeting its terms. Nor will they be responsible for any loss or damage relating to train cancellations or any other cancellations. Rocky Mountaineer and Armstrong Group reserve the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition be detrimental to the operation of the tour or to other passengers. Rocky Mountaineer and Armstrong Group are not liable for any expenses arising as a result of exercising this right.

## **10. Passport/Visa/Health Regulations**

**Passports:** If travelling from outside Canada (including from the U.S.A.) you will require a passport for entry into Canada and appropriate Identification (ID) for all family members.

Airlines and Cruise Ships reserve the right to refuse boarding without adequate ID.

**Visas:** Check with your travel agent or Immigration Canada. Rocky Mountaineer is not responsible for guests refused entry into Canada because of inadequate documentation. For further information regarding documentation for entry into Canada, please contact Immigration Canada. Single parents or grandparents travelling with children must ensure proper documentation is obtained for entry into Canada.

**Health Regulations:** There are no vaccination requirements for international travelers into Canada.

## **11. Luggage**

The luggage or articles accepted and transported on the Rocky Mountaineer are subject to Rocky Mountaineer's luggage policy and conditions as set herein.

Guests travelling on the Rocky Mountaineer are limited to two checked pieces of luggage per person (in addition to the carry-on overnight luggage required for the RedLeaf Service two-day rail tour portion on the Rocky Mountaineer). Total checked luggage weight per person is not to exceed 66 lbs. (30 kg).

Each piece of luggage must have an identification tag attached to it, which includes name, return address and telephone number.

Note: RedLeaf Service guests will need to pack a small overnight bag for their stay in Kamloops or Quesnel as their main luggage will not be available on these evenings. Overnight bag not to exceed 23 cm x 92 cm x 46 cm (9"x36"x18"). GoldLeaf Service guests' luggage will be delivered to their Kamloops or Quesnel accommodation. All guests travelling on the Rocky Mountaineer should carry any medications or necessary belongings with them onboard the train.

Oversized items, i.e. sports equipment may be subject to a surcharge.

Passengers are prohibited from carrying firearms, explosive, flammable, hazardous, illegal, or radioactive materials and Rocky Mountaineer will not be liable for any luggage containing such materials.

Money, jewelry, negotiable papers, cameras, video and electrical equipment, electronic devices, computers and accessories, cellular telephones, medical equipment, sporting goods, wheelchairs, personal mobility devices, walkers, and strollers are checked at the owner's risk. Rocky Mountaineer is not responsible for any loss or damage caused to or by these articles and they are subject to Rocky Mountaineer's Maximum Liability policy.

All pets or animals (excluding guide dogs) are prohibited from travelling onboard the Rocky Mountaineer.

Maximum Liability: Maximum Liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of \$500 per piece of checked luggage. Rocky Mountaineer will not cover full replacement cost of misdirected or damaged luggage and contents. Liability is restricted to personal luggage consisting of wearing apparel, toilet articles or similar effects for personal use and comfort as well as articles other than personal luggage which may be checked and handled in accordance with Rocky Mountaineer's luggage policy. Liability does not apply to carry-on luggage, items transported for or belonging to other persons or items intended for sale. Rocky Mountaineer is not liable for damage resulting from over-packing or non-structural damage considered normal wear and tear, such as scratches, scuffs, nicks, missing pull straps, zipper damage, damage to wheels, manufacturers' defects, soils, stains, or spillage.

Please contact a Rocky Mountaineer representative if you have any questions about the materials you intend to transport.

VIA Rail: Please note that a maximum baggage weight of 32 kg (70 lb) applies onboard VIA Rail.

Other Tours: Certain tour products featured in this brochure have baggage restrictions due to either accommodation style or transportation requirements.

Please refer to your documentation for full details.

## **12. Deposit, Payment and Cancellation Policies**

### **Deposits**

A deposit must be received at the time of booking to confirm your reservation, and must be in the same currency as the booking. If you have booked any additional tours (in addition to those specified) with your two-day rail tour, please note that we require the applicable package deposit rate. See the deposit schedule at right.

### **Payment Terms**

Final payment must be received no later than 60 days prior to the date of departure. American Express, MasterCard, VISA, JCB and Diners Club are acceptable forms of payment in addition to cheques. Final payment must be in the same currency as the deposit and booking.

For cheques drawn on financial institutions outside Canada, an additional 15-day period is required (75 days in total) to permit international bank clearance procedures. Cheques should be made payable to "Great Canadian Railtour Company".

Please submit payment to:  
Great Canadian Railtour Company  
Suite 101–369 Terminal Avenue, Vancouver, BC, Canada V6A 4C4  
Fax: 604-606-5145 Tel: 604-606-7245

#### Credit Card Bookings

For payment by credit card, please have the following information available:

- Name as on credit card
- Address of the credit card owner
- Type of credit card
- Expiry date
- Full credit card number
- CVV2 number on back of card
- Written authorization (UCC form) for the credit card holder
- Telephone number of the card holder

To confirm the reservation, authorization can be made verbally, but final written authorization must be submitted by mail or fax to:

Great Canadian Railtour Company  
Suite 101–369 Terminal Avenue  
Vancouver, BC, Canada V6A 4C4  
Fax: 604-606-5145 Tel: 604-606-7245

The authorization (written or verbal) to use a credit card number indicates compliance with our booking terms and conditions, whether or not the customer has signed the appropriate draft.

Credit card payments can be processed in Canadian or US funds, however must be in the same currency as the booking. Final payment must be in the same currency as the deposit and booking.

#### Cancellation Policy

If you cancel a confirmed reservation, notification from you or your travel agent must be received by telephone in Rocky Mountaineer's office. A written notification must follow immediately by fax to 604-606-5145, by mail to the office address or by e-mail to [reservations@rockymountaineer.com](mailto:reservations@rockymountaineer.com).

Note: A change in flight date, or train departure date (either rail-only or as part of a package) is considered a cancellation. Charges will be calculated per person and based on the date the cancellation notice is first received. There will be no exceptions to any of the charges. Please note the cancellation policy schedule at right. Cancellation charges may be subject to GST.

#### Change Fee Policy

A fee per person will be applied to each change made to the itinerary once the original booking has been confirmed. These fees will be charged in the same currency as the original booking.

#### Period Change Fee

Booking date to 61 days prior to departure	\$25 per person
60-31 days prior to departure	\$50 per person
30-15 days prior to departure	\$100 per person
Less than 15 days prior to departure	No Changes Permitted

A change fee will not be administered for an addition or upgrade of service. For a change in train departure date, refer to our cancellation policies. If there are any charges incurred by Rocky Mountaineer as a result of changes made, they will be applied to the booking in addition to the change fee.

Separate change fees for airline tickets will apply as follows:

Prior to ticket being issued	\$25 per person
After ticket has been issued	up to \$220 per person

No changes to flights will be permitted after air travel has commenced.

Change fees are subject to GST.

#### Refund Policy

Requests for refunds must be directed in writing to your travel agent or Rocky Mountaineer, and will be in the same currency as the final payment and deposit. No refunds will be made because of airline delays, unused services or other acts beyond the control of Rocky Mountaineer.

### **13. Insurance**

We strongly recommend that you purchase cancellation insurance to protect your holiday investment. Please inquire at the time of booking. Should you upgrade the total cost of your Rocky Mountaineer holiday after the purchase of your insurance, let your Vacation Consultant know if you wish to cover the higher amount of an upgraded package. Specific terms and conditions apply to all travel insurance policies purchased. Contact a Vacation Consultant for clarification. See page 65 for insurance details.

### **14. Last-Minute Bookings**

Last-minute bookings are welcome; however, at the time of request, a credit card guarantee of full payment is required. Late package bookings for travel in the Rockies require a minimum of 24 to 48 hours to request and confirm availability. Upon confirmation, the full credit card payment will be processed.

### **15a. Travel Documents for First Passage to the West, Journey through the Clouds and Rainforest to Gold Rush Vacation Packages**

To receive your travel documents prior to departure, final payment must be received in our office 60 days prior to departure. Your travel documents will be sent to you at least 30 days prior to departure. If a booking is made within 10 days of departure, travel documents will either be sent electronically or they will be available for pick-up at the train station on the day of departure for rail-only bookings or at the first-night hotel for package tours. Guests will be advised of their Kamloops or Quesnel accommodation as soon as it is confirmed or alternatively upon check-in at the departure station.

### **15b. Travel Documents for Whistler Sea to Sky Climb Vacation Packages**

Guests will receive an itinerary at time of confirmation. Please present your itinerary to the Rocky Mountaineer representative at your transfer location at the time of pick-up or at the station.

### **16. Rail Connections**

Please arrive at the departing train station a minimum of 30 minutes prior to boarding time to ensure your luggage is checked and your travel documents are in order. We strongly recommend that you not make onward travel arrangements the night of arrival at your destination. Train travel in Canada is subject to unforeseen delays, and departure and arrival times cannot be guaranteed. Rocky Mountaineer will not be responsible for missed connections.

We reserve the right to pass on any additional costs charged by our suppliers. Similarly, Rocky Mountaineer reserves the right to impose or pass through fuel surcharges. No right of cancellation exists in this circumstance. Cancellation fees may be subject to GST. An additional non-refundable deposit may apply to some vacation packages that include flights.