

Terms & Conditions 2019 CAD



1. General Terms & 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 (CAD) dollars. Please refer to Section 3 for further details regarding GST. Prices and information in this brochure are for the 2019 season and are subject to change without notice. Rocky Mountaineer cannot be held responsible for any changes that may occur and reserves the right to increase the price of any travel arrangement up to the date of departure. This includes, but is not limited to, exchange rate adjustments, fuel surcharges, and airfare increases. Deposits along with final payments must be in the same currency as the booking. Changes to bookings such as alterations of services, or cancellations are charged in the same currency of the original booking, and each change is subject to the current pricing as per the date of change.

3. Canadian Goods and Services Tax (GST)

All prices are subject to GST, which will be charged upon confirmation of booking. Currently, the Canadian GST rate is 5%. Other sales taxes vary by province in Canada; therefore, applicable taxes may vary for packages with services delivered outside of British Columbia.

Note: Canadian taxes are subject to change. As such, guest billings may be adjusted as required.

4. Rail-Only and Package Tour Inclusions

The following costs are not included unless otherwise specified: GST, fuel surcharges, transfers, 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. We reserve the right to pass on any additional costs charged by our suppliers. No right of cancellation exists in this circumstance. If one of our packages does not meet 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 licence, and
- Hold a major credit card.

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

A credit card deposit will be required at time of car rental pickup 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 am, it must be returned at or before 10 am 3 days later; otherwise, you will be charged an extra day's car rental.

Rates are available at participating locations in Canada. Rates include unlimited mileage on sub compact (Group A) through full size (Group E). All taxes, fees (including but not limited to Air Conditioning Excise Recovery Fee, Concession Recovery Fee, Vehicle License Recovery Fee, Energy Recovery Fee, Tire Management Fee, and Frequent Travel Program Fee) and surcharges (including but not limited to Customer Facility Charge and Environmental Fee Recovery Charge) are extra. Rates exclude LDW (Loss Damage Waiver), Personal Accident Insurance (PAI), and refuelling. Hotel parking, local toll, highway fees, or travel stickers required by local authorities are extra. Optional items/services such as child seats that are purchased locally are subject to local taxes and fees. Minimum age may vary by location. An additional daily surcharge may apply for renters under 25 years old. Upgrades to higher car class, additional rental days and additional drivers are extra. A one-way fee will be charged if the vehicle is not dropped off at the location specified in the itinerary.

Guests are responsible for adhering to all applicable laws and regulations, including federal, provincial, state and municipal laws.

6. Possible Alterations

Rocky Mountaineer reserves the right to modify, alter, or substitute all or any part of its services when reasonably necessary or advisable. Should this occur, Rocky Mountaineer agrees to provide the best alternative reasonably 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. Rocky Mountaineer will not under any circumstances be liable to refund the charges as a result of modification, alteration, or substitution of services, subject only to the limited claims in respect of cancellation by Rocky Mountaineer set out in section 12 of this Agreement.

7. Supplier's Liabilities

Rocky Mountaineer and Great Canadian Railtour Company Ltd (GCRC) 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

You assume all risks of your participation in rail tour operations, travel services, accommodations, and other services, facilities, products, or events provided in connection with this Agreement (all of which are collectively referred to as the "Tour"), and you waive and release all claims that you may have or acquire against Rocky Mountaineer, GCRC, and their respective officers, directors, employees, and agents (all of whom are collectively referred to as the "Releasees") arising from or related, directly or indirectly, to the Tour, including claims arising from the negligence of any Releasee, and including (without restriction) claims for or arising from personal injury, death, property damage, delay, inconvenience, advertising, misrepresentation, loss of revenue or profit, loss of enjoyment, upset, distress, or frustration, whether physical, mental, or otherwise, expenses, travel, or accommodation costs, claims for punitive damages, claims for unjust enrichment, profits, waiver of tort, non-monetary loss, injunctive relief, or any other form of remedy, subject only to the limited claims in respect of loss of luggage or cancellation by Rocky Mountaineer set out in sections 11 and 12 of this Agreement.

9. Force Majeure

Rocky Mountaineer and GCRC will not be responsible for the performance of this agreement if prevented or delayed by acts of God, strikes or other labour relations matters, accidents, weather, traffic, airport conditions, lack of performance by third-party suppliers, 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 GCRC reserve the right to decline to accept or retain any person as a tour participant should such person's behaviour, health, or mental condition be detrimental to the operation of the tour or to other guests. Rocky Mountaineer and GCRC 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 USA) you will require a passport for entry into Canada and appropriate identification (ID) for all family members. All guests travelling on our Coastal Passage route will require a valid passport and/or visa (depending on their citizenship). Airlines and cruise ships reserve the right to refuse boarding without adequate ID. **Visas:** Check with your travel professional, Immigration Canada, or United States Customs and Border Protection. Rocky Mountaineer is not responsible for guests refused entry into Canada or the United States because of inadequate documentation. For further information regarding entry requirements 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 travellers into Canada.

11. Luggage

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

Guests travelling on Rocky Mountaineer are limited to two checked pieces of luggage per person. Total checked luggage weight per person is not to exceed 30 kg (66 lb.) Each piece of luggage must have an identification tag attached to it that includes name, return address, and telephone number.

Note: All guests' luggage will be delivered to their accommodations in Kamloops, or Whistler and Quesnel. All guests travelling on Rocky Mountaineer should carry any valuables, medications, or necessary belongings with them onboard the train.

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

Guests are prohibited from carrying weapons, firearms, ammunition, incendiary devices, explosive, flammable, hazardous, illegal, or radioactive materials or other potentially dangerous items. Rocky Mountaineer has the right to search any guest's luggage or personal effects for any such items and in its sole discretion may confiscate, store, destroy, or surrender to an appropriate authority any item that it reasonably considers is or may become dangerous, and to refuse boarding, or remove, any passenger who declines to cooperate in such a search or to surrender such an item.

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 certified service animals) are prohibited from travelling onboard Rocky Mountaineer. Any requirement for a certified service animal to accompany a guest should be submitted, in writing, at time of booking.

Maximum Liability: Maximum Liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of \$500 CAD 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.

STANDARD DEPOSIT AND CANCELLATION SCHEDULE*

| DAYS PRIOR TO DEPARTURE | DEPOSIT PER PERSON (CAD) | CANCELLATION PENALTY PER PERSON (CAD) |
|-------------------------|--------------------------|---------------------------------------|
| 61+ | 20% of package price | 20% of package price |
| 46-60 | 100% of payment due | 50% of package price |
| 0-45 | 100% of payment due | 100% of package price |

* Select Promotions require earlier final payments which will be described in those offers.

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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. Except as specifically provided in this paragraph, loss or damage to luggage will be subject to the limitation of liability contained in section 8 of this Agreement.

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

A deposit must be received at the time of booking to confirm your reservation, and must be in the same currency as the booking. See the Deposit and Cancellation Schedule.

Payment Terms

Final payment must be received no later than 60 days prior to the date of departure. American Express, MasterCard, VISA, JCB, Discover, 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 Ltd".

Please submit payment to:

Great Canadian Railtour Company Ltd
1100-980 Howe St
Vancouver, BC, Canada V6Z 0C8
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 the front or back of the card
- Telephone number of the cardholder

To confirm the reservation, authorization can be made verbally by phone at 604.606.7245. Authorization to use a credit card number indicates compliance with our booking terms and conditions.

Credit card payments must be in the same currency as the booking. Final payment must be in the same currency as the deposit and booking. Some credit card issuing banks may charge an additional fee for this type of sale. Check with your bank to see if this is applicable.

Cancellation by Rocky Mountaineer

Rocky Mountaineer may, in its sole discretion, cancel a tour or portion of a tour at any time, prior to departure. In that event, Rocky Mountaineer will repay the deposit or charges for the tour or, where appropriate, a reasonable pro rata share thereof. In the event of cancellation of a tour in progress, Rocky Mountaineer may select and make available alternative return transportation by bus or other means from the point of cancellation to the location where the cancelled tour was scheduled to conclude, or the place of its commencement, and reasonable accommodation (if any) required in the course of that return transportation. In no circumstances will Rocky Mountaineer be liable to provide or pay for any further payment, compensation, transportation, or accommodation including (without restriction) further transportation to your home or any other location. Except as specifically provided in this paragraph, the cancellation of a tour or portion of a tour by Rocky Mountaineer will be subject to the limitation of liability contained in section 8 of this Agreement.

Cancellation by guest

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 email to reservations@rockymountaineer.com. Please see the Deposit and Cancellation Schedule for cancellation charges. Cancellation charges may be subject to GST.

A change in 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.

A change in the names of the guests on the booking (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.

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. Change fees may be subject to GST.

Change Fee for all Routes Rail-Only and Packages (CAD, excluding GST)

| | |
|--|----------------------|
| 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.

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

It is strongly recommended that you purchase trip cancellation insurance to protect your holiday investment; talk with your vacation consultant to find out what options you have. Travel insurance benefits can include coverage for trip cancellation, lost baggage, and emergency medical care. Should you upgrade the total cost of your Rocky Mountaineer package, make sure you upgrade your insurance coverage to ensure the total amount of your trip is covered. Specific terms, limitations, and conditions apply to all travel policies purchased. Please ensure you understand your policy before you travel. See above right 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 require a minimum of 24 to 48 hours to request and confirm availability. Upon confirmation, the full credit card payment will be processed.

15. Travel Documents

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, Whistler or Quesnel accommodation upon check-in at the departure 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.

17. Photographs and Recordings

Guests agree that they will utilize any photographs, video, film, or other visual or audio recordings made during their journey solely for personal, non-commercial purposes. Guests grant to Rocky Mountaineer an irrevocable, perpetual worldwide licence, to utilize any such visual or audio recordings of or including the portrayal or likeness of the passenger for any purpose, including the advertising or promotion of the services of Rocky Mountaineer, without payment of compensation, and any such portrayal or likeness will be the exclusive property of Rocky Mountaineer.

18. Governing Law

This Agreement and the rights and obligations of the parties under or arising from or in relation to it are governed exclusively by and shall be construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

19. Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules, before a sole arbitrator. The place of arbitration shall be Vancouver, British Columbia.

20. Guest Responsibilities

a. Emergency Contact Information. For the safety and security of all guests, Rocky Mountaineer requires In-Travel Emergency Contact Information for all guests. Guests will be requested to provide the required information via the Guest Portal at www.guest-profile.rockymountaineer.com

b. Mobility and Medical Conditions. Guests who have medical condition(s) or mobility restrictions which may require accommodation during their journey must provide full details during the booking process to ensure their needs and requirements can, when possible, be met. Not all packages sold by Rocky Mountaineer are suitable for all guests. Our Vacation Consultants can advise of the suitability of packages depending on needs of individual guests. Failure to disclose requirements may result in an inability to deliver the services as booked and Rocky Mountaineer will not be responsible for cancellation penalties, loss of services or any other losses, costs or expenses incurred as a result of a guest's failure to provide details of his or her needs and requirements. Guests who require assistance, must be accompanied by another guest who is able to provide all the assistance required (our staff cannot provide such assistance). Rocky Mountaineer reserves the right to refuse guests carriage if they are not accompanied by a guest able to provide the required assistance, and Rocky Mountaineer will not be responsible for any associated losses, costs or expenses. Guests with mobility issues should refer to www.rockymountaineer.com for further details.

c. Behaviour. For their safety and security, Guests are expected to comply with the directions of the Onboard Hosts and Management. In the rare event the Onboard Team determine that guest behaviour is posing a risk to the safety and security of other guests or to the onboard team, or is in violation of any applicable regulation or law, we reserve the right to detain those guests. Guests who are detained for such reasons will be responsible for their own transportation to the next stop on their journey and no refund or compensation will be offered for any missed components of their journey.

21. Alcohol Consumption

The service and consumption of alcoholic beverages will be limited to guests of legal drinking age in the Province or State of operation. Guests are reminded to consume alcohol in moderation. Consumption of personal alcohol is not permitted onboard.