

# TERMS & CONDITIONS: 2023 Travel Year

Updated February 1, 2022



## GENERAL TERMS & CONDITIONS

The following terms and conditions (this "Agreement") pertain to your travel onboard the Rocky Mountaineer, operated by Great Canadian Railtour Company Ltd. ("GCRC") or, with respect to the U.S. route, American Rocky Mountaineer LLC ("ARM"), and constitute an agreement between you and GCRC. If you travel on an itinerary onboard the Rocky Mountaineer, you thereby agree to accept the following terms and conditions. Your itinerary refers to all travel components (such as rail, packages, tours, hotels, cruises, attractions, meals, and activities) booked via GCRC by you or by a third party on your behalf.

### 1. Passports & Visas

It is your sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All guests are advised to check with their travel agent or appropriate Government authority to determine the necessary documents. GCRC and ARM, along with airline and cruise ship operators, reserve the right to refuse boarding without adequate ID. GCRC is not responsible for guests refused entry into Canada or the United States because of inadequate documentation. Single parents or grandparents travelling with children must ensure proper documentation is obtained for entry.

### 2. Luggage

Guests travelling onboard the 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. Oversized items, e.g., sports equipment, may be subject to a surcharge.

All guests' luggage will be delivered to their accommodations at the mid-point hotel(s) of their rail journey. All guests travelling onboard the Rocky Mountaineer should carry any valuables, medications, or necessary belongings with them onboard the train.

Guests are prohibited from carrying weapons, firearms, ammunition, incendiary devices, explosive, flammable, hazardous, illegal, or radioactive materials or other potentially dangerous items. GCRC and ARM have 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. GCRC is not responsible for any loss or damage caused to or by these articles and they are subject to the Maximum Liability policy as described below.

**Maximum Liability Policy:** Maximum Liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of \$500 CAD or \$500 USD per piece of checked luggage, dependent upon the country of travel. GCRC will not cover 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 the luggage policy set forth in this Agreement. Liability does not apply to carry-on luggage, items transported for or belonging to other persons, or items intended for sale. GCRC 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 GCRC 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 10 of this Agreement.

**Other Suppliers:** Certain itineraries have baggage restrictions due to either accommodation style or transportation requirements. Please refer to your documentation for full details. Your baggage must be in compliance with the requirements of the other Suppliers.

### 3. Travel Documents

To receive your travel documents prior to departure, final payment must be received by GCRC 60 days prior to departure. Your travel documents will be made available to you at least 30 days prior to departure. If a booking is made within 30 days of departure, travel documents will be sent electronically. Guests will be advised of their mid-point hotel(s) accommodation upon check-in.

### 4. Connecting Travel

Please arrive at designated Rocky Mountaineer departure point as indicated in your travel documents 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 is subject to unforeseen delays, and departure and arrival times cannot be guaranteed. GCRC is not responsible for missed connections.

### 5. 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 GCRC an irrevocable, perpetual worldwide licence, to utilize any such visual or audio recordings of or including the portrayal or likeness of the guest for any purpose, including the advertising or promotion of the services of GCRC and its affiliates, without payment of compensation, and any such portrayal or likeness will be the exclusive property of GCRC.

## 6. Guest Responsibilities

Emergency Contact Information. For the safety and security of all guests, GCRC requires in-travel emergency contact information for all guests so they can be reached in the event of an in-travel emergency. Guests will be requested to provide the required information via the Guest Portal at <https://www.rockymountaineer.com/guest-portal>

**Mobility and Medical Conditions.** Guests who have medical condition(s) or mobility restrictions that 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 itineraries sold by GCRC are suitable for all guests. Our Vacation Consultants can advise of the suitability of itineraries depending on needs of individual guests. Failure to disclose requirements may result in an inability to deliver the services as booked and GCRC 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). GCRC and ARM reserve the right to refuse guests carriage if they are not accompanied by a guest able to provide the required assistance, and GCRC will not be responsible for any associated losses, costs or expenses. Guests with mobility issues should refer to [www.rockymountaineer.com](http://www.rockymountaineer.com) for further details.

**Behaviour.** For their safety and security, guests are expected to comply with the directions of Rocky Mountaineer onboard hosts and management. In the rare event that Rocky Mountaineer onboard hosts or management determine that a guest's behaviour, health, or mental condition could be detrimental to the operation of the journey or to other guests or poses 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, including without limitation for any missed components of their journey.

All pets or animals (excluding certified service dogs) are prohibited from travelling onboard the Rocky Mountaineer. Any requirement for a certified service animal to accompany a guest should be submitted, in writing, at time of booking, or a minimum of 30 days prior to travelling onboard the Rocky Mountaineer.

## 7. Alcohol Consumption and Smoking

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.

To ensure the preservation of the fragile environment of the areas in which we travel and for the comfort of all guests, there is a no smoking or vaping policy including cigarettes, cannabis, cigars, and e-cigarettes

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onboard the Rocky Mountaineer, including vestibules, restrooms, inside stations, on the platforms, or near the tracks. And there is no smoking in hotel rooms. We recommend that you prepare for the journey accordingly.

## 8. Possible Alterations

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

## 9. Supplier's Liabilities

GCRC acts as an agent for and makes 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 these suppliers, and their liability may be limited by their tariffs, conditions of carriage, international conventions, and agreements.

## 10. 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 "Itinerary"), and you waive and release all claims that you may have or acquire against GCRC and ARM and each of their respective affiliates, officers, directors, employees, and agents (all of whom are collectively referred to as the "Releasees") arising from or related, directly or indirectly, to the Itinerary, 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 GCRC set out in sections 2 and 12 of this Agreement.

## 11. Force Majeure

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 GCRC's reasonable control from meeting its terms. Nor will GCRC be responsible for any loss or damage relating to train cancellations or any other cancellations.

## 12. Cancellation Policies

Please refer to the Deposit and Cancellation Schedule below:

Deposit and Cancellation Schedule		
Days prior to departure	Deposit per person	Cancellation penalty per person
61+	20% of itinerary price	20% of itinerary price
46-60	100% of itinerary payment due	50% of itinerary price
0-45	100% of itinerary payment due	100% of itinerary price

**Cancellation by GCRC:** GCRC may, in its sole discretion, cancel an itinerary or portion of an itinerary at any time, prior to departure. Other than as a result of force majeure, GCRC will repay the deposit or charges for the itinerary or, where appropriate, a reasonable pro rata share thereof. In the event of cancellation of an itinerary in progress, GCRC may select and make available alternative transportation by bus or other means from the point of cancellation to the location where the cancelled itinerary 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 GCRC 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 an itinerary or portion of an itinerary by GCRC will be subject to the limitation of liability contained in section 10 of this Agreement.

**Cancellation by guest:** If you cancel a confirmed reservation, notification from you or your travel agent must be received by GCRC by telephone or email to: [reservations@rockymountaineer.com](mailto:reservations@rockymountaineer.com). Travel professionals may e-mail: [sales@rockymountaineer.com](mailto:sales@rockymountaineer.com)

Please see the Deposit and Cancellation Schedule for cancellation penalties. Cancellation penalties may be subject to GST. Penalties 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 penalties.

**A change in train departure date (either rail-only or as part of an itinerary) is considered a cancellation.** A change in the names of the guests on the booking (either rail-only or as part of an itinerary) is considered a cancellation.

**Refund Policy:** Requests for refunds must be directed in writing to your travel agent or GCRC. Refunds will be in the same currency as the final payment and

deposit. Unless stated otherwise, no refunds will be made because of airline delays, unused services, or other acts beyond the sole control of GCRC.

## BOOKING TERMS & CONDITIONS

### 13. Website Pricing

a. GCRC 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 booking confirmation. 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. Prices displayed are per person based on double occupancy. Prices for singles, triples, and quads are available.

b. Exchange Rate. The exchange rate used in calculating website prices has been determined by GCRC based upon current currency exchange rates.

### 14. Sales and other taxes

All prices are subject to sales and other taxes which vary by jurisdiction and product. You will be charged on confirmation of your booking. At the time of booking all taxes will be finalized and applied to your final invoice and viewable on your final booking confirmation.

### 15. Product and Service Exclusions

The following costs are not included unless otherwise specified: Sales and other taxes, 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 Itinerary. We reserve the right to pass on any additional costs charged by our suppliers. No right of cancellation exists in this circumstance.

### 16. Self-Drive Itineraries 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 itinerary. 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 three-day car rental and you pick up your car at 10 am, it must be returned at or before 10 am three days later; otherwise, you will be charged an extra day's car rental.

Rates are available at participating locations in Canada and the United States. Rates include unlimited mileage on subcompact (Group A) through full size (Group E). All taxes and fees (including but not limited to Air Conditioning Excise Recovery Fee, Concession

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Recovery Fee, Vehicle Licence 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. You are solely responsible for compliance with all laws that may be applicable as a driver of a rented car, including but not limited to those related to the consumption of drugs and alcohol.

## 17. Deposit, Payment, and Changes

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. Final payment must be received no later than 60 days prior to the date of departure.

American Express, MasterCard, VISA, JCB, Discover, Ennet, China Union Pay, 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

**For UK guests booking directly through GCRC (UK) Ltd. or via a UK Travel Agent only.**

GCRC is acting as an agent for Great Canadian Railtour Company (U.K.) Ltd. with regards to the collection of monies.

Great Canadian Railtour Company (U.K.) Ltd provides full financial protection for our package holidays by means of a bond held by ABTA.

If your booking is made with a Travel Agent, all monies you pay to the Travel Agent for your holiday with Rocky Mountaineer will be held by the agent on your behalf until we issue our Confirmation Invoice. After that point, your agent will hold the monies on our behalf.

## 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. 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.

**Change Fee:** 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. Exchange rate and applicable taxes will be applied at time of booking confirmation.

**Change Fee for all Routes, Rail-Only, and Packages:** (All pricing is shown in CAD)

- 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 GCRC as a result of changes made, they will be applied to the booking in addition to the change fee.

## 18. 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. Should you upgrade the total cost of your Rocky Mountaineer itinerary, 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 contact details to upgrade or purchase insurance.

## 19. 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.

## 20. 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.

## 21. 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.

## 22. COVID-19

The parties acknowledge that the COVID-19 pandemic has had an unprecedented impact on the travel industry and the movement of persons, and that the impact of COVID-19 may continue for all or any portion of the 2023 travel season. The parties expressly acknowledge and agree that, notwithstanding any other provision contained herein: (A) any governmental or administrative restriction, action, advisory, order, guideline, regulation or law imposed, taken or enacted in response to COVID-19 or any variant thereof, whether imposed, taken or enacted prior to, during or following the consummation of this Agreement (collectively, "Governmental Action") that (i) renders the performance of GCRC's obligations under this Agreement illegal, impossible or in conflict with a Governmental Action, or (ii) results in a guest's inability to attend all or any portion of their itinerary, constitutes a force majeure event for the purposes of section 11 (Force Majeure) of this Agreement; and (B) in the preceding circumstances, as these constitute acts beyond the sole control of GCRC, no refunds will be made or payable by GCRC. Instead, GCRC will provide a credit such as will enable the guest to rebook an equivalent rail tour in the following two years.