



ROUND THE BLOCK TOURS INC.

SHUTTLE TERMS & CONDITIONS - 2020

PO BOX 27015 TUSCANY PO, CALGARY, AB T3L 2Y1 | TOLL FREE: 1.855.595.1855 | FAX: 1.855.446.4464 | WWW.RTBTOURS.CA

The following terms and conditions set forth the responsibilities and obligations of the Passenger(s) (“you”), and forms part of the contract entered into between you and Round The Block Tours Inc., aka RTB Tours & Shuttles® (the “Company”) in respect of the services being provided by the Company.

1. The Company’s Services

- a. The Company provides passenger transportation services with qualified and properly licensed professional drivers. Drivers are always carefully selected and have strict instructions to drive at a speed within the limits prescribed by law and compatible with safe operation of the vehicle. All arrival times are approximations only. Unusual road conditions, traffic and weather conditions are beyond the control of the Company and driver and may delay arrival times.
- b. Vehicles provided by the Company are serviced on a regular basis and thoroughly inspected semiannually in accordance to provincial Transportation ruling. Prior to departure, the driver conducts a pre-trip inspection of the vehicle to ensure it meets all standards.
- c. Seat Belts are installed in all our vehicles. Since we are Federally regulated, Passengers must use the seatbelts in accordance to the federal regulations. This includes the driver and all Passengers including children. For children under 40 lbs (18 kg) or under 6 years of age, the law states an appropriate child safety seat must be used and the child must be properly secured into the seat. **(We do not supply car seats)**

2. Passenger’s Responsibility

- a. When booking on behalf of someone else, you will be accepting these Terms & Conditions
- b. You will be responsible for ensuring all persons you are booking for comply with all the terms and conditions.
- c. It is illegal to bring onboard alcoholic beverages or drugs, either to consume or not, while travelling with us
- d. The Company reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs or who are objectionable to other persons
- e. Passengers shall not interfere with the driver in the discharge of his/her duties or tamper with any apparatus or appliance on the vehicle.
- f. Smoking, and vaping are strictly forbidden
- g. There will be no food or beverages (other than water in water bottles) brought on board
- h. Passengers must not be abusive or threatening to any staff or traveler. Law enforcement may be summoned
- i. Passengers must not allow any carryon items to block aisles, doorways or emergency exits
- j. Passengers must respect other passengers personal space including being mindful of sounds coming from any electronic devices as to not disturb other passengers
- k. Passengers who may be seriously ill or have any a contagious disease should not ride with us
- l. Passengers who do not comply with our rules and regulations will be asked to leave and will NOT receive a refund



3. Online Bookings

- a. Please carefully read the Terms & Conditions of our website
- b. Please ensure that your online booking is accurate. It is your responsibility to ensure accuracy. The Company will not be responsible for booking errors you made.
- c. We accept VISA and MASTERCARD at the time of booking to secure your booking. A confirmation number will be sent to you when the booking has been made and the payment has been approved
- d. Fares are subject to change without notice
- e. Fares may increase during peak times
- f. Walk up passenger may be accepted based on availability
- g. Walk up passengers must have appropriate ID
- h. Walk up passengers must pay by valid credit card or debit card. **NO CASH**

4. Date or Time Changes and Cancellation Policy

- a. All purchased tickets are nonrefundable
- b. Date or time changes to tickets purchased directly through the Company can be made up to 24 hours prior to travelling at no extra cost to the consumer.
- c. Any changes requested with less than 24 hours' notice will not be honored, and no refund will be applied
- d. Failure to provide sufficient notice of date or time change will result in the full fare being forfeited
- e. Not showing up on time for your trip ("No Show"), will not qualify for a date or time change and a new ticket must be purchased
- f. The Company will not be held responsible for lost or stolen tickets.
- g. All changes to a booking(s) must be made by calling us at 1-855-595-1855 during business hours. Email or any other form of electronic communication will not be accepted
- h. Exceptions such as bereavements or medical conditions may qualify for a refund with reasonable evidence and proper documentation
- i. Tickets purchased through one of our 3rd party vendors are non-exchangeable and nonrefundable. No exceptions.

5. Travel

- a. The Company will not be held responsible for delays caused by breakdown, road conditions, weather, traffic, or any other issues beyond our control
- b. Every effort will be made to reach your destination within a reasonable time.
- c. All passengers must remain seated with their seatbelts on for the duration of the trip
- d. In the event of an on-road emergency, passengers must follow the instructions of the driver for their own safety whether on board or outside of the vehicle



6. Seating & Passengers

- a. All seating is on a first come first served basis
- b. Seating is without prejudice to race, colour, creed, gender, or origin
- c. First row will be designated for elderly and disabled passengers. Nonelderly or able passengers occupying these seats may be asked to move if necessary
- d. All passengers must provide proper photo ID at time of boarding
- e. Proper child seats must be provided for children under the age of 6
- f. Children under the age of 2 must sit on parent's lap
- g. Children between the age of 6 to 16 can travel alone with the following rules:
 - i. Parent or guardian must sign the **Unaccompanied Minor** waiver
 - ii. Parent or guardian must provide government ID
 - iii. Full information of 'Receiving' Adult must be provided
 - iv. Receiving adult must provide government photo ID as proof. All information must match the waiver details
 - v. Parent or guardian must understand that if the 'Receiving Adult' does not show up to meet the child, the Company will undertake all necessary actions to arrange for proper custody of the child. The parent or guardian agrees to reimburse all costs incurred by the Company in this matter
 - vi. Minor must follow driver's instructions while on board
- h. Children 6 and under must be accompanied by someone over the age of 14

7. Passenger's Rights

- a. In the event of a cancellation or delay of service, the Company will:
 - i. Make every endeavor to contact all passengers via email (Must be provide when booking) or by phone number provided at time of booking
 - ii. Inform passengers of the situation
 - iii. Inform passenger of the updated departure time
 - iv. Offer a full credit to those who wish to change day or time
 - v. Offer a full refund if requested



8. Luggage Allowances

- a. Luggage capacity is limited on our vehicles
- b. 1 large and 1 carry on size is included in your fare
- c. Maximum weight per piece will be 23 Kg or 50 lbs
- d. Luggage deemed to be over 23 Kg will not be loaded
- e. Additional pieces are \$5.71 (plus GST) per piece to a maximum of 1 extra piece per person and must be paid for a time of booking
- f. Passenger who arrive with more luggage than booked for will be required to purchase a full fare (based on availability). If no seats are available or passenger refuses to purchase another fare, passenger will be refused travel and forfeit their fare
- g. The company assumes no responsibility for damages, breakages, deterioration, or loss of any baggage
- h. All luggage must be claimed upon arrival at your destination
- i. Company and/or driver are not responsible for damages to luggage or personal affects during transfer
- j. Lost and found items inquiries to 1-855-595-1855 for arrangements
- k. Larger items such as bicycles are not permitted
- l. Liability for luggage will be limited to a maximum of \$100.00 based on the loss or damage sustained and the actual value of the luggage
- m. Claims must be filed in writing for loss or damages within 15 days of travel with us

9. Pets, Service Animals and Support Animals

- a. Pets are not permitted on board
- b. Service animals or emotional support animals will be allowed with proper documentation
- c. Owners of Service animals must show proper licensed credentials for their service animal
- d. Proper documentation for support animals must:
 - i. Be on official letterhead
 - ii. Come from a licensed mental health professional (no family doctors)
 - iii. Show licensed mental health professional's credentials and location
 - iv. Be dated no less than 1 year from the date of travel
 - v. Not be a photocopy or reproduction
 - vi. Must state the passenger's disorder
 - vii. Only include one animal



10. Other Fees

- a. If the passenger's final destination is in a National Park (i.e. Banff, Lake Louise, etc.), it is their responsibility to have a valid National Park Pass. Adult day passes can be purchased online at <https://www.banfflakelouise.com/park-pass-purchase> or at the Banff Visitor Centre located at 224 Banff Ave.
- b. Children under the age of 17 are free
- c. The Company is not responsible for passengers not having a valid National Park Pass
- d. Every endeavor will be made by our driver to remind passengers of Park Passes upon arrival in a National Park

11. Additional Information

- a. The Company assumes no responsibility for any personal property. Baggage and all other personal property will be handled only at the passenger's own risk. The Company is not responsible for any luggage or personal items left inside the vehicle.
- b. **Waiver of Consequential Damages.** It is agreed by you, and acknowledged by you that the Company would not be providing these services to you without this limitation, that the Company shall not be responsible for any claims or damages incurred by you the passenger, including without limitation, deposits or costs incurred by you for meals or admissions arising from delays due to factors beyond the control of the Company, including delays arising from weather conditions, road conditions and mechanical failure
- c. **Entire Agreement.** These terms and conditions, together with the contract for services (booking) to which these terms and conditions are attached, constitute the entire agreement between you and the Company and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof

12. Ownership Notices

- a. All contents of the Company's website including logos are the sole property of the Company
- b. Other trademarks of third parties on our website are the property of such parties and used with their written or oral permission

13. Privacy policy

- a. See Company's Privacy Policy