



## SHUTTLE SERVICES TERMS & CONDITIONS – 2022

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

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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.
- B. Vehicles provided by the Company are serviced on a regular basis and thoroughly inspected semiannually in accordance with 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. Passengers (including children) and driver must use the seatbelts in accordance with the federal regulations. 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.**
- D. 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.
- E. USB Charging ports are available for those travelling with us

### 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 while on board
- 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 be put on seats, 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



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### 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 made by you.
- C. We accept **VISA** and **MASTERCARD** at the time of booking to secure your travel. A confirmation will be sent to you by email when the booking has been made and the payment has been approved and processed
- D. Fares are subject to change without notice
- E. Fares may increase during peak times

### 4. Travel

- A. Passengers are required to be at their pickup location no less than 10 minutes prior to departure time
- B. The Company will not be held responsible for delays caused by breakdown, road conditions, weather, traffic, or any other issues beyond our control
- C. Every effort will be made to reach your destination within a reasonable time.
- D. All passengers must remain seated with their seatbelts on for the duration of the trip
- E. 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

### 5. Luggage Allowances

- A. Two (2) pieces of luggage is included with the fare, total weight of all pieces will **not exceed 23 Kg**
- B. One (1) extra piece allowed per person will be **\$10.00** (plus GST) and must be paid at time of booking
- C. Ski/Snowboard bags will be charge out at **\$15.00** per bag, maximum 1 bag per person
- D. Passengers with more luggage than booked will be charged **\$15.00 per piece** (if room available)
- E. Passengers with unpaid ski or snowboard bag will be charged **\$20.00** payable to the driver if room available
- F. The company assumes no responsibility for damages, breakages, deterioration, or loss of any baggage
- G. All luggage must be claimed upon arrival at your destination
- H. Lost and found items inquiries, call 1-855-595-1855 for arrangements
- I. Larger items such as bicycles are currently not permitted due to limited space
- J. 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
- K. Claims must be filed in writing for loss or damages within 15 days of travel with us at [shuttleservices@rtbtours.ca](mailto:shuttleservices@rtbtours.ca)



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### 6. CHANGES AND CANCELLATION POLICY

#### Tickets purchased directly through the “Company” on [rtbtours.ca](http://rtbtours.ca)

- **Date or Time changes**
  - Made up to 48 hours prior to traveling at **no charge** (based on availability)
  - Made with less than 48 hours notice prior to traveling will be charged a **\$10.00 fee per ticket** plus GST (based on availability)
  - Must be made by calling our office at 1-855-595-1855 during business hours. Credit card information may be required if fees are applied
- **Cancellations**
  - With no less than 48 hours’ prior to travelling, a **50% fee** of the total purchase will be applied to the consumer. Fees will be applied to the refund and balance will be returned to the card that was used for the initial purchase
  - With less than 48 hours prior to traveling, **no refunds**
  - Must be made by either calling our office at 1-855-595-1855 or by email to [shuttleservices@rtbtours.ca](mailto:shuttleservices@rtbtours.ca). Emails must be received within the times restrictions mentioned above to be processed.

#### Purchases made through 3<sup>rd</sup> Party Vendors (i.e., BusBud, Wanderu, etc.)

- **Date or Time changes**
  - Date or time changes can be made up to 48 hours’ notice prior to traveling (based on availability). A **\$15.00** change fee **per ticket** plus GST will be applied to the consumer
  - With less than 48 hours notice, a **\$20.00** change fee **per ticket** plus GST will be applied
  - Must be made by calling our office at 1-855-595-1855 during business hours. Credit card information will be required to process the change(s)
- **Cancellations**
  - All Cancellations are **non-refundable**

Exceptions such as bereavements or medical conditions may qualify for a refund with reasonable evidence and proper documentation. Each will be assessed prior to refunds being honoured (Airline, train or bus reschedules DO NOT qualify)

#### No Shows

- Not arriving on time for your trip will not qualify for a date or time change or refund regardless of how ticket was purchased. A new ticket must be purchased at full price

**The Company will not be held responsible for lost or stolen tickets.**

### 7. Additional Information

- A. Driver may assign seats as needed
- B. Masking is no longer required on board buses, however due to the enclosed environment they are recommended. For more detailed information, visit [Alberta.ca](http://Alberta.ca)
- C. All surfaces are sanitized prior to passengers boarding vehicle

## 8. Seating & Passengers

- A. All seating is on a first come first served basis; Driver may assign seats if necessary
- 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 required
- D. All passengers must provide proper photo ID at time of boarding if asked
- 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 if no seats are available, unless seat was pre-purchased
- G. Children between the age of 6 to 13 can travel alone with the following rules:
  - i. Parent or guardian must sign the Unaccompanied Minor waiver
  - ii. Parent or guardian must provide government issued ID
  - iii. Only pick-up/drop off location in Calgary will be at the Marriot on 9 Ave S
  - iv. Only pick-up/drop off location in Banff will be the Mount Royal Hotel
  - v. Only pick-up/drop off location in Canmore will be the Coast Canmore
  - vi. Full information of 'Receiving' Adult must be provided prior to departure
  - vii. Receiving adult must provide government issued photo ID as proof. All information must match the waiver details
  - viii. 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
  - ix. Minors must follow driver's instructions while on board
- H. Children aged 13 years and younger must be accompanied by someone 14 years or older

## 9. Passenger's Rights

- A. In the event the Company cancels service, the Company will:
  - i. Make every endeavor to contact all passengers via email or cell number (must be provide when 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

## 10. Pets and Service Animals

- A. Pets are not permitted on board
- B. Service animals **ONLY** will be allowed if pre-booked and with proper documentation
- C. Proper licensed credentials of Service animals must be shown by owner to the driver
- D. Service animals cannot occupy a seat
- E. Support Animals are currently not allowed

### 11. Other Fees

- A. If the passenger's 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 do not require a National Park Pass
- C. The Company is not responsible for passengers not having a valid National Park Pass

### 12. 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 (your 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

### 13. 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 by the Company with their written or oral permission

### 14. Privacy policy

- A. See Company's Privacy Policy

### 15. WIFI policy

- A. See WIFI Terms of Service when logging in