



## TERMS & CONDITIONS

Terms & Conditions of this website are the sole contract between:

- You and all of the passengers on whose behalf you are making arrangements and (You)
- Jerry Van Dyke Travel Services Ltd. (Jerry Van Dyke Travel)

Parts of it also involve the officers, directors, employees, contractors to, agents of, and successors and assigns of Jerry Van Dyke Travel, as well as Jerry Van Dyke Travel itself (cumulatively, the “JVD Group”). It also refers to the suppliers of the travel services that You are purchasing or otherwise obtaining (each being an “Operator”). The exact provisions of this document vary from time to time, so please refer to [www.jerryvandyke.com](http://www.jerryvandyke.com) at the time of reservation for the version that applies to You.

**Notice:** Information contained in our brochure or website is not an offer or a contract for the provision of travel services. All of those services are provided by the relevant Operator and governed by its contractual terms. The Terms and conditions under which the services of Jerry Van Dyke Travel are provided can be found at [www.jerryvandyke.com](http://www.jerryvandyke.com). These provisions do change periodically, so please refer to the web site at the time of reservation for the version that applies to You.

**Accommodation:** Every effort is made to use the accommodation as published in the brochure, however Jerry Van Dyke Travel reserves the right to substitute accommodation of similar class.

**Acts of God, Strike, or Other Conditions Beyond Control:** Neither Jerry Van Dyke Travel nor the JVD Group nor the Operators shall be liable for delay or inability to perform any condition in this brochure or any part thereof caused by or arising out of strikes, lockout or labour difficulties or shortages whether or not the carrier is party thereto, or rising or falling water levels limiting the passage of a vessel, or

explosion, fire, collision, standing or foundering of the vessel/services or breakdown or failure of or damage to the vessel/services or its hull or machinery or fittings howsoever and wheresoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond their control.

**Agreement:** Payment of a deposit represents acceptance by You of the Terms and Conditions listed herein as may be updated on our website at the time of Your reservation. Upon Jerry Van Dyke Travel's acceptance of full payment, by or on behalf of You and/or all of the participant(s), of the amount specified as the journey price (see invoice), Jerry Van Dyke Travel agrees to use its best efforts to arrange for the designated Operators to provide the services described in this brochure and You agree that passage on any journey is governed by and subject to the terms and conditions as displayed here, as updated on our website at the time of Your reservation. Jerry Van Dyke Travel acts solely as an agent for the Operators. Jerry Van Dyke Travel neither owns nor operates any of the vessels/services described herein and thus assumes no responsibility or liability for acts or omissions of the vessel/service owners or operators in regard to the cruises/journeys described herein.

**Air/Airlines:** Flight schedules: All airline schedules are subject to change and are the responsibility of the airline, not Jerry Van Dyke Travel. Expressly, Jerry Van Dyke Travel reserves the right to change airlines and/ or schedules and routings should it be deemed necessary. The JVD Group is not responsible for any expenses incurred by You if any of the above changes have an impact on travel arrangements not included in Jerry Van Dyke Travel's journey itinerary. Change fees: Change fees may be charged by the airline for deviating from the group air schedule. These fees are not refundable from the airline and should always be insured. If You trigger such a fee prior to making final payment, it will be added to the cancellation penalty. Business Class Air fare: To retain the quoted business class fare, You must reserve and pay for business class airfare at time of quotation. All business class airfares have a non refundable fee built in that is not refundable in the event of cancellation. This fee should always be insured. If You cancel prior to making final payment, these fees will be added to the cancellation penalty.

**No Air Guests:** Most journeys may be purchased as "land and/or cruise only." Guests receiving the air credit, which is inclusive of the ground transportation credit, are fully responsible for making their own flight and ground arrangements

to meet the group at the first night's accommodation. Neither Jerry Van Dyke Travel nor the JVD Group will be responsible for guests arriving late due to delayed flights or for covering their missed journey days, missed accommodation costs, extra costs as a result of any delay, or for costs incurred due to the changes in Jerry Van Dyke Travel's tour start/end dates and or location. It is recommended that You do not purchase tickets with restrictions.

Services Provided by Airlines: Jerry Van Dyke Travel reserves the right to choose the air carrier, routing and city airport from each gateway city. If the identity of the air carrier is tentatively known at the time of reservation, it will be identified on Your invoice. Any changes made to an issued airline ticket will incur a \$50.00 (plus tax) (minimum) per ticket change fee, plus any change fee imposed by the subject air carrier. Any additional costs including penalties for cancellations/reservations will be made at Your expense. All airline tickets issued by Jerry Van Dyke Travel are refundable only to Jerry Van Dyke Travel. Therefore, all tickets should be returned to: Jerry Van Dyke Travel Attention Air Refunds. Jerry Van Dyke Travel will determine the amount of any refund due. If the air ticket is lost, You are responsible for the cost of its replacement. Jerry Van Dyke Travel has no responsibility for altered travel plans caused by airline delays or for any act, omission or event occurring while not on board. Jerry Van Dyke Travel cannot confirm airline seat assignments, add frequent flyer numbers to airline records or guarantee requested special meals.

**Cancellation Policy:** All cancellations must be made directly to the office of Jerry Van Dyke Travel in writing, must be signed by all reserved Guests and are effective on the date of receipt in Jerry Van Dyke Travel's office.

For all air inclusive packages cancelled after the issuing of any journey related documents cancellation will be processed by our JVD office. These cancellation fees are in addition to any cancellation fees that might be levied by the JVD Group and/or suppliers. Cancellation fees, per Guest, are as follows:

Prior to date of Final Payment. . . . .	\$250 (plus tax) per Guest
Date of Final Payment – 91 Days before departure . . . . .	35% of fare
61 – 90 days before departure. . . . .	50% of fare
31 – 60 days before departure. . . . .	75% of fare
0 – 30 days before departure. . . . .	100% of fare

Ocean Cruises over 15 days in cruise length have unique cancellation penalties. Contact our office for details.

**Complaints, Class Action:** Your comments and/or complaints are readily accepted. In order that they are properly actioned, all complaints must be made aware to the Journey Manager at the time of the problem. Complaints can not and will not be acted upon unless reduced to writing and sent to our office within 14 days of returning home. You hereby expressly waive any right to commence or participate in any class action against the JVD Group and You expressly agree to opt out of any class action proceeding against the JVD Group.

**Copyrights – Trademarks:** All logos, images, copyrights, journey names and trademarks used in this brochure and all other marketing media are the sole property of Jerry Van Dyke Travel and may not be used or re-created in any manner without the written approval of Jerry Van Dyke Travel. Any unauthorised use of these materials will result in prosecution.

Delayed, Advanced or Cancelled journeys: Jerry Van Dyke Travel does its best to ensure that all journeys depart as listed. However, Jerry Van Dyke Travel reserves the right to cancel, advance, postpone or reschedule any scheduled tour and/or sailing or flight date and may, but is not obligated to, substitute another vessel/accommodation/ transportation and/or alter the itinerary and included features and shall not be liable for any loss whatsoever to You by reason of any such cancellation, advancement or postponement. In the event of cancellation by Jerry Van Dyke Travel, Your sole right of recourse shall be to a refund of monies paid to Jerry Van Dyke Travel in connection with such tour, excluding taxes that are recoverable separately.

**Disabled/Mobility Concerns:** We welcome Guests with special needs and ask that they discuss them with our office prior to reservation. Specific needs should be advised in writing to our office so that we can best assist the guest. Our vessels and coaches are equipped to varying standards. Guests with mobility issues that may inhibit the movement of the group, must travel with a companion to assist them during the entire journey. Scooters may be denied and are not permitted on most river cruises due to space limitations and guest safety concerns.

NOTE – Guests who require the use of an electric scooter or wheelchair must review and sign our Guidelines for Scooter/Wheelchair usage document prior to their reservation being confirmed. If You have any specific questions regarding special needs, please do not hesitate to contact us.

**Documents:** Documents will be forwarded to You by courier 4 to 3 weeks prior to departure. As couriers will not deliver to a post office box or rural address, we must have a physical mailing address. The journey costs include one delivery of

this package. Re-delivered or redirected courier packages will result in additional charges to You. All early document requests will be charged a \$50.00 early processing fee.

**Extensions:** The Extension packages as listed in this brochure have been developed in association with various international agents. Situations may arise, voluntarily or involuntarily, that necessitate changes. Jerry Van Dyke Travel reserves the right to substitute accommodation and or ground transportation as they are deemed necessary and to provide comparable alternatives.

**Guest Behaviour:** Guests are expected to behave in a reasonable manner towards other Guests, Journey Managers, local guides, Operator staff and other persons with whom they encounter during the journey. If, in the opinion of the Journey Manager, a Guest behaves in a manner which is detrimental to the enjoyment, or safety of other Guests, or any of the above mentioned individuals, the Journey Manager will discuss the issue with the Guest. If the issue is not resolved immediately, a written warning will be issued. If the behaviour continues, the Guest will be removed from the journey. The Guest will be responsible for any arrangements necessary beyond this point. No refunds for the unused portions of the journey, or for arrangements necessary after removal, will be entertained by Jerry Van Dyke Travel, which also reserves the right to refuse service to anyone, at any point of the journey, including on initial departure.

**Gratuities:** All gratuities on all included items are included in the cost of Your journey. These include, but are not limited to, all sightseeing guides, all sightseeing drivers, all ships staff, all lecturers, all performers, hotel staff, waiters and waitresses, porters, luggage handlers, local guides and Jerry Van Dyke Travel's Journey Managers.

**Insurance:** We strongly recommend your consideration of the various types of insurance coverage that are available to protect You in the event of trip cancellation, protection to Your baggage, possessions and valuables and to cover against personal accidents, sickness, injury and medical expenses. Trip cancellation insurance is available through Reliable Life Insurance, through our office, for the full cost of Your holiday. Your purchase of insurance at time of reservation may help You to avoid cancellation charges in the event of cancellation due to accident, sickness or bereavement.

**Itineraries, Prices and Increases:** Itineraries are subject to change and may need to be altered or cancelled specifically because of conditions beyond the direct control of Jerry Van Dyke Travel. Prices shown in this brochure are subject to change

with or without notice. All prices are subject to change and Jerry Van Dyke Travel reserves the right to impose currency or fuel surcharges. For details on journey price inclusions, see 'Included in your journey' on our web site at [www.jerryvandyke.com](http://www.jerryvandyke.com). Optional shore excursions, excess baggage charges, beverages and meals not included in the package are additional costs to the Guest. Airline fees and surcharges are included at time of pricing but are subject to change without notice. Any increase in airline fees, fuel surcharges or taxes imposed by any suppliers or governments will be passed on to You. Prices do not include items of a personal nature, items not listed in the itinerary, Included List or any alcoholic beverages, unless noted.

**Omissions, Errors, etc.:** The JVD Group is not responsible for omissions, printing and/or presentation errors in brochures, on Internet sites or any other media where such information may be presented, and reserves the right to make corrections as required.

**Passports/Visas:** You must have a passport for all journeys. For the convenience of all Guests, no exceptions will be made. All passports must be valid for six months following Your final return home. Your passport information must be submitted at time of reservation directly to our office. This allows us to determine the type of travel visa each Guest requires. Note: Due to airline security measures, Your passport name must match Your airline ticket name or You may be denied boarding. Change fees for incorrect passport information will be charged to You. Name changes submitted after final payment date will be subject to a minimum \$300 name change fee.

NOTE: Due to airline security measures, Your passport name must match Your airline ticket name and passport/visas cannot be damaged or, You may be denied boarding and/or entry.

**Payments:** Visa, MasterCard, bank drafts and cheques are all accepted. Cheques should be made payable to "Jerry Van Dyke Travel Service Ltd." The Early Reservation bonus (ERB) is available only when paying by cash or Cheque before the date listed at [www.jerryvandyke.com](http://www.jerryvandyke.com) for each specific journey.

**Payment Policy:** A deposit is required within one week of the initial reservation to secure a confirmation. Deposits are CAD \$1,000.00 per guest however some journeys will require an additional deposit. Please contact our office. Ocean cruises where the deposit is CAD \$1500 per Guest. A deposit is required for each journey reserved.

Payment of a deposit constitutes your acceptance of all terms and conditions on our website at the time we receive your payment. The final balance is due no later than 120 days (or more) prior to departure. All reservations are subject to cancellation if payments are not received by the due date.

**Photos:** Jerry Van Dyke Travel has the exclusive right to include photographic, video and other visual portrayals of You in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to You. All images remain the sole property of Jerry Van Dyke Travel, free from any claims by You or any person deriving any rights or interest from You. Photographs and other depictions in Jerry Van Dyke Travel's brochures and other material are representative only, and do not constitute a warranty of any nature or kind.

**Reservations:** Contact Jerry Van Dyke Travel directly. Speak directly with the people who research, design and operate and experience our unique journeys.

**Responsibility:** The JVD Group accepts no liability or responsibility, occasioned by any conveyance, for any injury, damages, loss, accident, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the journey, as a result of any cause beyond the control of Jerry Van Dyke Travel or any member of the JVD Group. Guests specifically release the JVD Group from any and all claims for loss or damage to baggage or property or from personal injuries or death, or from loss or delay, arising out of the acts, omissions or negligence of any independent contractors, Operators or other providers of services or facilities. All arrangements made for You with independent contractors, including medical services, are made solely for convenience to You and are done at Your own risk. Medical personnel are independent contractors. The JVD Group specifically disclaims all liability for damages for emotional distress, mental suffering or psychological injury of any kind. Tickets, vouchers, and any other travel documents are subject to all terms and conditions of the respective suppliers and/or Operators (some of which may limit supplier's liability). Under no circumstances shall Jerry Van Dyke Travel be construed as a carrier under a contract for safe carriage of the Guest or his or her belongings. Jerry Van Dyke Travel and the Operators and owners and operators of the vessels/ services identified in this brochure shall be entitled to any and all liability limitations, immunities and rights applicable to them or any of them under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of

the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amendments (hereinafter collectively referred to as the “Convention”), as well as any other applicable nation’s laws limiting liability. Jerry Van Dyke Travel and the Operators and the owners and operators of the vessels/services identified in this brochure shall be entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to them.

**Revisions/Changes:** After final payment date, all changes made by You are subject to a minimal \$50.00 (plus tax) charge per change, per Guest.

**Smoking Policy:** All of our river boats and coaches are non smoking, inside and out. Stops are available en route for photography and breaks, providing opportunities for smokers.

**Travel to other countries:** When travelling outside Canada, You may find different living standards, practices and conditions, with respect to the provision of utilities, services and accommodation. The quality standards and ratings of hotels and services described in this brochure are established according to the standards of each particular country. Such standards may vary from one country to another and are generally different from North American standards. Travelling means experiencing different cultures and standards of living, which will make Your journey interesting and educational.

**Visas:** All journey prices include visas for Canadian Citizens. Guests with other nationalities will be required to obtain their own visas. If Jerry Van Dyke Travel is given incorrect passport information, it will not be held responsible for damages suffered by Guests who do not have the necessary visas. If incorrect documents are obtained, Guests will be unable to participate in particular shore excursions or other portions of the journey and may be denied boarding and/or entry into certain countries.

**Young Travellers:** We restrict the passage of Guests less than 18 years of age as, in our experience, they do not enjoy this type of tour experience.

## **Contacting Us**

If there are any questions regarding the Terms & Conditions you may contact us using the information below.



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