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## TERMS & CONDITIONS Jan. 2020

This document is the sole contract between:

- You and all of the passengers on whose behalf you are making arrangements (“You”) and
- Jerry Van Dyke Travel Service Ltd. (“Journeys by Van Dyke”, “JVD” or “JVD Group”)

**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. Please read them carefully. Upon Journeys by Van Dyke’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 fare (see invoice), Journeys by Van Dyke agrees to use its best efforts to arrange for the designated operators to provide the services described in this brochure (each an “Operator”, collectively the “Operators”) and You agree that passage on any Journey is governed by and subject to the terms and conditions described below, as updated on our website at the time of Your reservation. Journeys by Van Dyke acts solely as an agent for the Operators. Journeys by Van Dyke 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.

**Itineraries, Prices and Increases:** The Itineraries described in this brochure are indicative in nature and may, at Journeys by Van Dyke’s sole discretion, be altered or cancelled because of conditions beyond the direct control of Journeys by Van Dyke. Fares in this brochure are per person, in single or double occupancy, in Canadian dollars and are subject to change. For details on journey price inclusions, see ‘Included in your journey’ on our website at [www.jerryvandyke.com](http://www.jerryvandyke.com). Optional shore excursions, excess baggage charges, beverages (including alcoholic beverages) and meals not specifically mentioned as included in the Journey fare as well as items of a personal nature are at additional costs to the Guest. Airline fees and surcharges are included at time of pricing but are subject to change by the airline without notice. Any increase in airline fees, fuel surcharges or taxes imposed by any suppliers or governments will be passed on to You.

**Payment Terms:** A deposit is required within one week of the initial reservation to secure a confirmation. Deposits are a minimum of CAD \$1,000 per Guest, however many of our ocean cruise journeys require a higher deposit. Please contact our office for more details. The final



balance is due no later than 120 days prior to departure (unless stated otherwise on your invoice). All reservations are subject to cancellation if payment in full is not received by the due date. Visa, MasterCard, American Express, bank drafts, cheques and electronic bank transfers are all accepted. Cheques should be made payable to “Jerry Van Dyke Travel Service Ltd.”

**Early Reservation Bonus:** Journeys by Van Dyke is pleased to offer its Early Reservation Bonus (“ERB”) to guests who reserve early and make their payment in full within 7 days of their reservation.

We offer a choice between:

- Payment by bank draft, cheque or electronic bank transfer: reserve one of our journeys prior to the early reservation date listed on the corresponding page in this brochure and pay 95% of the published fare within 7 days of Your reservation and we will deduct the remaining 5% off Your journey fare by applying a 5% rebate to Your final invoice.
- Payment by Visa, Mastercard or American Express: reserve one of our journeys prior to the early reservation date listed on the corresponding page in this brochure and pay 98% of the published fare within 7 days of Your reservation and we will deduct the remaining 2% off Your journey fare by applying a 2% rebate to Your final invoice. We call this option “ERB flex”. The early reservation bonus can be combined with the Friend Referral Bonus. Apart from that, the early reservation bonus program cannot be combined with any other offer unless otherwise noted.

**Referral Bonus:** A Referral Bonus can be earned by referring a New Traveller, defined as someone who does not have an existing Journeys ID, does not live at the same mailing address as You and who reserves a Journey from our collection before December 31st 2020. The Referral Bonus must be requested and applied before final payment, and in the event of a cancellation of the referred guest, it will no longer be applicable.

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

Cancellation fees, per Guest, are as follows:

- Prior to final payment date: Deposit amount
- From final payment date to 101 days before your departure: 50% of fare
- 100 – 75 days before your departure: 75% of fare
- Less than 75 days before your departure: 100% of fare

**Insurance:** We strongly recommend you consider insurance coverage to protect you in the event of: trip cancellation, trip interruption, lost or delayed baggage and valuables, accident, sickness, injury and medical expenses. Journeys by Van Dyke offers comprehensive trip



cancellation/interruption and medical insurance through Reliable Life Insurance. Please contact us for a quote.

**Home Pick-Up:** Beginning with Journeys leaving after July 1, 2020. If You live within 200 kilometres (“Pick-up Radius”) of the Toronto Pearson International Airport (YYZ) or any of our eligible Canadian Air Gateways (see below), we will provide a private car pick-up service (provided such service is available in Your area). Pick-up times will be confirmed in Your final documents 2-3 weeks before departure. If (a) You live more than 200 kilometres away from any of our eligible Canadian Air Gateways, or (B) there is no private car service available in Your area, or (c) You want to make Your own way to the airport, then we will offer You (i) a credit for the Home Pick-Up Service or (ii) an overnight stay at the Toronto Airport Hilton. In that case, You will be responsible for making Your own arrangements to get to and from the airport. For Journeys leaving before July 1, 2020, the Pick-Up Radius is limited to 100 kilometres. Home Pick-Up is always subject to availability.

**Air/Airlines:** All airline schedules are subject to change and are the responsibility of the airline, not Journeys by Van Dyke. Expressly, Journeys by Van Dyke 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 Journeys by Van Dyke’s journey itinerary.

**Change fees:** Change fees may be charged by the airline for deviating from the group air schedule. These fees are nonrefundable and should always be insured. If You incur such a fee prior to making final payment, it will be added to the cancellation penalty.

**Business Class Airfare:** 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 nonrefundable 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 fee.

**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 Journeys by Van Dyke 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 Journeys by Van Dyke’s tour start/end dates and or location. It is recommended that You not purchase tickets with restrictions.

**Services Provided by Airlines:** Journeys by Van Dyke reserves the right to choose the air carrier, routing and city airport from each gateway city. Any changes made to an issued airline ticket will incur a minimum change fee per ticket of \$50.00 (plus tax), plus any change fee imposed by the subject air carrier. Any additional costs including penalties for cancellations/reservations will be made at your expense. Journeys by Van Dyke will determine the amount of any refund due. If



the air ticket is lost, You are responsible for the cost of its replacement. Journeys by Van Dyke has no responsibility for altered travel plans caused by airline delays or for any act, omission or event occurring while not on board. Journeys by Van Dyke cannot confirm airline seat assignments or guarantee requested special meals.

**JVD Canadian Air Gateways:** Beginning with Journeys leaving after July 1, 2020, Journeys by Van Dyke is offering guests the opportunity to depart from several major Canadian airports (“JVD Canadian Air Gateways”) for a \$100 supplement. Eligible JVD Canadian Air Gateways include Vancouver International Airport (YVR), Calgary International Airport (YYC), Montreal–Pierre Elliott Trudeau International Airport (YUL), Ottawa International Airport (YOW) and Halifax Stanfield International Airport (YHZ). It is only valid for economy class flights, operating the same day as the JVD passenger group’s flights out of Toronto Pearson International Airport (YYZ). The itinerary will be chosen by the team at Journeys by Van Dyke. Based on the flight itinerary chosen, guests making use of this offer may not meet the group or Journey Manager at Toronto Pearson International Airport (YYZ), but at a connecting airport, or at destination. Flights from JVD Canadian Air Gateways other than Toronto (YYZ) are available in limited quantities, based on flight and airline availabilities.

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

**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 ship staff, all lecturers, all performers, hotel staff, waiters and waitresses, porters, luggage handlers, local guides and Journeys by Van Dyke’s Journey Managers.

**Documents:** Documents will be forwarded to You 2 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 fare includes one delivery of this package. Re-delivered or redirected courier packages will result in additional charges to You.

**Delayed, Advanced or Cancelled journeys:** Journeys by Van Dyke does its best to ensure that all journeys follow the schedule listed in this brochure. However, Journeys by Van Dyke 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 Journeys by Van Dyke, your sole right of recourse shall be to a refund of monies paid to Journeys by Van Dyke in connection with such tour.

**Acts of God, Strike, or Other Conditions Beyond Control:** Neither Journeys by Van Dyke 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.

**Responsibility:** The JVD Group accepts no liability or responsibility for any injury, damage, 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 Journeys by Van Dyke 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 Journeys by Van Dyke be construed as a carrier under a contract for safe carriage of the Guest or his or her belongings. Journeys by Van Dyke 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. Journeys by Van Dyke 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.

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

**Disabled/Mobility Concerns:** All of our Journeys require a basic level of mobility, including the ability to walk distances on uneven terrain. Please advise your Travel Sales Counselor at the time of reservation of any mobility concerns that you may have so that we can ensure they can be accommodated on the specific Journey. This includes and is not limited to the use of mobility devices such as canes, walkers, wheelchairs and scooters. We cannot provide individual assistance to a guest on journey for walking, dining, getting on and off motor coaches and other



vehicles, or other personal needs. Guests with mobility issues that may inhibit the movement of the group must travel with a companion to assist them during the entire journey. Our vessels and coaches are equipped to varying standards. Scooters/wheelchairs 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.

**Passports/Visas:** You must have a passport for all journeys. No exceptions will be made. All passports must be valid for six months following your final return home. All journey prices include visas for Canadian citizens. Guests with other nationalities will be required to obtain their own visas. 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. If Journeys by Van Dyke 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.

**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. 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.

**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.

**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 Journeys by Van Dyke, which also reserves the right to refuse service to anyone, at any point of the journey, including on initial departure.

**Smoking Policy:** Some of our river boats and coaches are non smoking, while others have areas where guests are allowed to smoke. Stops are available on route for photography and breaks,



providing opportunities for smokers. If you have any questions about the smoking policy on a specific journey, please ask your Travel Counselor at time of reservation.

**Copyrights – Trademarks:** All logos, images, copyrights, journey names and trademarks used in this brochure and all other marketing media are the sole property of Journeys by Van Dyke or usage rights have been granted to Journeys by Van Dyke and may not be used or recreated in any manner without the written approval of Journeys by Van Dyke. Any unauthorized use of these materials will result in immediate legal action.

**Photos:** Journeys by Van Dyke 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 Journeys by Van Dyke, free from any claims by You or any person deriving any rights or interest from You. Photographs and other depictions in Journeys by Van Dyke's brochures and other material are representative only, and do not constitute a warranty of any nature or kind.

**Notice:** Information contained in this brochure 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 Journeys by Van Dyke are provided can be found at [www.jerryvandyke.com](http://www.jerryvandyke.com). These provisions do change periodically, so please refer to the website at the time of reservation for the version that applies to You.

**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.