

SHYMER TOURS INC.

(www.shymertours.ca)

RESERVATION AND TOUR TERMS AND CONDITIONS

Tours are operated with a minimum of 30 passengers. Space is limited. Please book early to avoid disappointment.

1. Reservations

At the time of booking, the following information is required:

- Full legal name (per passport)
- Phone number
- Date of birth
- Country of Citizenship

This information will be maintained in our customer database and will only be passed on to Canadian and U.S. customs and insurance companies (if you purchase insurance via our office). If you do not wish Shymer Tours Inc. to maintain your information on file, please contact our office.

By booking a tour, you are deemed to have read, acknowledged, understood and accepted these Terms and Conditions.

Reservations should be made well in advance. We require a non-refundable \$200 per person deposit (unless otherwise specified) Cash, Cheque, Visa, and MasterCard are accepted.

It is recommended that clients purchase cancellation travel insurance at time of booking. Except as provided in Clause 5 hereof, all amounts paid to Shymer Tours Inc. are non-refundable.

Final payment is due 60 days prior to departure date (unless otherwise specified). Where tour is booked within the final payment deadline, the full amount is due upon booking.

All bus tours depart and arrive from:

- 787 Leila Avenue (Salisbury House, North Pickup Location) or
- 2081 Pembina Hwy (Salisbury House, Pembina Village South Pickup Location)
(Subject to change)

Requests for pick-up along the tour route will be considered. Please advise our office at time of booking.

For out-of-Winnipeg passengers: Shymer Tours Inc. can arrange overnight accommodations prior to or upon completion of your tour. If this service is required, please advise at time of booking. Subject to room availability.

2. Travel Documentation

Shymer Tours Inc. is not responsible to ensure that you have the proper travel documentation. You are responsible to determine what documentation is required. In the event you do not obtain the required documentation and are refused entry into the country of destination, no refunds will be made. **For Canadian citizens entering the U.S.A., a valid passport is required.** Passengers who are not of Canadian citizenship should contact the U.S. Immigration Board, as a Visa may be required for entry into the U.S.A., and for re-entry into Canada.

3. Schedule Changes

Shymer Tours Inc. reserves the right to make any schedule change which may be necessitated by local conditions or which may add to the comfort and welfare of the tour.

4. Tour Price

Shymer Tours Inc. reserves the right to amend any tour price. All tour prices and taxes quoted are subject to change prior to departure, if circumstances require. Price increases will not affect passengers who have paid in full at time of booking. A children's rate may be available upon request.

5. Cancellation-Penalties

Shymer Tours Inc. may withhold a penalty fee if you cancel your reservation. The amount thereof is dependent upon the date that notification of cancellation is received by Shymer Tours Inc. in relation to the tour departure date:

60-31 days.....25% Penalty
30-22 days.....50% Penalty
21-0 days.....100% Penalty

In calculating the number of days, the day of notification is included, but not the day of departure.

In addition to the above, the customer shall not be entitled to any refund for any portion of the trip not taken or used.

6. Extra Costs

Extra costs may be incurred due to interruptions or delays due to weather or other circumstances beyond our control.

7. Transportation

Bus tour packages include transportation on air-conditioned and washroom-equipped coaches complete with reclining seats and air ride suspension.

8. Smoking

A No Smoking policy is observed on our bus tours.

9. Traveling Courtesies

Passengers will rotate seats twice daily on the motor coach, at the direction of the tour director. In the interest of fairness, exceptions will not be made. Passengers traveling single or triple will have to sit with others so as to accommodate couples. Where two people are traveling separately but sharing a seat, the window seat will be alternated.

10. Luggage

Passengers are limited to 1 suitcase per person. Tagged luggage will be stored in the baggage compartment of the coach and delivered to your room, unless otherwise specified.

Shymer Tours Inc. does not assume responsibility for lost or damaged luggage. Luggage insurance is recommended.

Luggage dimensions should not exceed 28" x 20" x 9" per piece. Maximum weight is 50 pounds. Dimensions for carry-on baggage should not exceed 9" x 15 1/2" x 21 1/2".

11. Accommodation

Triple and Quad accommodation include a room with two beds only. Cots are available upon request at an additional cost.

12. Single Passengers

Passengers traveling single may request a traveling companion. Shymer Tours Inc. cannot guarantee that this request can be fulfilled. Price per person will change if a roommate cancels and your accommodation type changes.

13. Tour Does Not Include

- Meals (other than those listed in the tour itinerary) - -
- Personal Expenses (i.e. phone calls, etc.)
- Gratuities to the Tour Director and Driver
- or any other expenses not specifically included in the tour itinerary.

14. Travelers Needing Special Assistance

Shymer Tours Inc. regrets that it cannot provide special individual assistance to passengers with special needs for walking, dining or other personal needs. If such assistance is required, the passenger must be accompanied by a companion (who is a fully paid passenger) who is fully responsible for that person. Travelers needing special assistance for other than for personal needs must notify Shymer Tours Inc. at time of booking to determine what assistance may reasonably be made by Shymer Tours Inc.

15. Minors

Passengers under the age of 18 must be accompanied and supervised at all times by an adult who is a fully paid passenger.

16. Shymer Tours Inc.'s Responsibility

Shymer Tours Inc.'s responsibility is only to supply the services, accommodation and other matters referred to or stated in the brochure and itinerary for the specific tour that has been booked, and is limited and subject to conditions imposed by any third party person, firm or company or government agency concerned, including coach operators, and hotel keepers. Shymer Tours Inc., its servants, agents and representatives shall not be responsible or liable for any nonperformance or misfeasance by any third party person, firm or company. Services, timetables, itineraries, transportation, accommodations, travel or other arrangements and any other matters connected herewith are subject to CHANGE WITHOUT NOTICE at the absolute discretion of Shymer Tours Inc. Shymer Tours Inc. shall not be responsible or liable for any loss, damage, expense, injury, accident, delay, irregularity or inconvenience occasioned by or to any person or property howsoever same shall occur and whether same shall arise from or be occasioned by the agents, employees or representatives of Shymer Tours Inc. In the event of cancellation of the tour by Shymer Tours Inc., Shymer Tours Inc. shall have no responsibility beyond the refund of the fare paid by the passenger to Shymer Tours Inc. Without limiting the generality of the foregoing, Shymer Tours Inc.'s total liability arising from or relating to any and all services provided, regardless of the form of action, whether in contract or in tort (including a claim in negligence), is strictly limited to the lesser of (i) the actual damages, losses and costs incurred by the passenger or (ii) the total fare paid by the passenger to Shymer Tours Inc.

In no event will Shymer Tours Inc. be liable to the passenger or any other person for any indirect, punitive, special, incidental, indirect or consequential damages, even if it is advised of the possibility thereof.

Shymer Tours Inc. expressly reserves the right to deny any person as a member of the tour at any time before or during the tour if Shymer Tours Inc. deems their conduct to be detrimental to or incompatible with the interest, comfort or welfare of the tour. A refund covering only the unfinished portion of the tour will be made, but without further obligation, responsibility or liability on the part of Shymer Tours Inc.

The illegality or non-validity of any portion herein shall not affect any other provision. The responsibility or liability of Shymer Tours Inc. hereunder is expressly excluded for any matter or thing occurring beyond its control, including without limiting the generality of the foregoing, fire, explosions, weather, act of god, accidents, supply, riots, strikes, insurrections, emergencies, catastrophes, government interventions or controls or acts of third parties.

The contractual relationship shall be governed and administered by the laws of the Province of Manitoba. All disputes shall be arbitrated in accordance with *The Arbitration Act* of the Province of Manitoba.