



General Conditions & Waiver

The following are John Sharpe's Rail Tours Ltd., operating as John Steel Rail Tours, General Conditions and Waiver. All services and/or products offered by John Sharpe's Rail Tours Ltd., operating as John Steel Rail Tours, are subject to these General Conditions and Waiver. (Please note that John Sharpe's Rail Tours Ltd. is also referred to as "JSRT" in this document.)

Prices and Payments:

All prices are stated in Canadian. All USD prices may be subject to a surcharge due to market fluctuations. All prices are subject to change without notice. All prices include our administration, planning and operational expenses. Component breakdown of any tour is not available. Payment may be made by American Express, MasterCard, VISA or bank draft. Credit cards used for payment must be in the name of the traveller unless otherwise approved.

Deposits: Tour Packages: (Group & Independent)

A minimum \$250 CAD per person is due to confirm reservation unless booking within 60 days of departure, in which case we will require a credit card guaranteeing full payment before we check availability. Custom Itineraries: A goodwill deposit of minimum \$50 CAD for Independent Holidays and minimum \$100 CAD for Charter Group Tours is required for development of any custom itineraries. This deposit is refundable if space cannot be obtained except if booking within 30 days of departure, in which case the deposit is non-refundable. Upon confirmation of your reservation, the policies in effect for Tour Packages will apply.

Final Payment:

Full payment is due no less than sixty (60) days prior to departure. If booking within 60 days of departure, full payment is due to confirm reservation. If payments are not received by the due date(s) specified, reservations may be cancelled without notice. We regret, unless otherwise stated, all payments are 100% non-refundable.

Cancellations:

As payments are non-refundable, we recommend that guests purchase optional cancellation insurance. Please contact your JSRT representative for cancellation insurance details. In the event that you need to cancel your tour reservation, you must notify JSRT and the insurance company (if applicable) immediately.

Please note that no refunds or adjustments will be made for portions of the trip and tour services not used or taken, for whatever reason, once tour has commenced. Tours or portions of tours and the activities described in tour itineraries may be subject to weather or other conditions and/or availability and may be changed or cancelled without notice. Guests booking based on twin/double accommodation may be assessed a single occupancy surcharge if either one of the parties cancels prior to or during the tour.

Changes to Tour Reservation:

Please request any special arrangements at time of initial reservation. If you need to change your reservation once confirmed, we will do our very best to satisfy your needs, however, all changes are subject to availability and your tour price may change. Changes prior to 30 days before departure – an administrative fee of \$30 will apply for each additional change. Within 30 to 7 days of departure – an administrative fee of \$60 will apply for each additional change. Within 7 days, no changes are permitted.

Availability and Eligibility:

All tours and/or products offered by JSRT are subject to availability. Space on tours is allocated on a first-come, first-serve basis, so please book early for best selection. There is a minimum number of participants required to operate each group tour. JSRT reserves the right to cancel any tours and refund payments received in full.

Guests must be able to independently take part in all aspects of the tour without assistance. Should any passenger require assistance with mobility or other personal needs they must be accompanied by a caregiver or JSRT reserves the right to assign a caregiver and charge the guest for required services. JSRT reserves the right to refuse passage (prior to or after departure) to any guest.

Travel Packages and Documentation:

Travel packages will be sent from our office 21 days prior to departure via courier service. JSRT cannot be responsible for documentation lost by any delivery service, however, we will replace a travel package as promptly as possible upon confirmation from the delivery service that they have waylaid or lost the original package.

Vouchers (also referred to as "tour documents") issued to guests are not replaceable if lost or stolen (except as otherwise noted). Please note that vouchers have no cash value and are not transferable. Our suppliers will accept only original vouchers. In the event of changes to or cancellation of reservation(s), the voucher(s) become(s) void and if subsequently used, full package price will be charged to a credit card.

Hotels:

Please note that every hotel has a posted check-in and check-out time, and that hotel rooms may not be available outside of these times. This is especially important in cases of early arrival. Furthermore, hotel rooms are contracted on a "run of the house" basis, and requests regarding type of room and specific location cannot be guaranteed. In some hotels, guest rooms may vary from each other in terms of size, decor, amenities, and other attributes. JSRT reserves the right to substitute hotel accommodation of similar grade to those listed in tour brochure(s). Note: Accommodation in Prince Rupert and Prince George is available in Popular class only, therefore, Premier options have upgraded rooms in these properties.

Personal Expenses:

JSRT assumes no responsibility for any expenses other than those itemized in individual tour itineraries. No personal expenditures, including but not limited to telephone, entertainment, laundry etc., will be paid for by JSRT.

Seating:

Seating on motorcoaches and other transportation services is usually available only on a first-come, first-serve basis. During group tours, all guests are requested to participate in seat rotations.

International Travel:

Passports and visas: each guest is responsible for obtaining and having with him/her during the tour, a passport and/or visa(s) and/or any other documentation that may be required during the operation of the tour. We strongly recommend that if you are not already covered, you obtain extended medical coverage to cover you during your holiday. Please note that all medications must be properly labelled for crossing international borders.

Connections:

JSRT does not recommend that you make, or have your agent make, closely connecting travel arrangements before and/or after tour. All travel, including rail, may be subject to unforeseen delays. JSRT is not responsible for missed connections.

Smoking:

No smoking is permitted on board VIA Rail or Amtrak trains.

Commissions:

Some tours are commissionable to qualifying groups and agents. Please call for details. Commissions are paid after the date of final day of tour.

Language:

All services and/or products offered by JSRT are provided in the English language only, unless otherwise indicated.

Maps, Photographs and Illustrations:

Maps, photographs and illustrations are shown for general information only. Actual routings may differ from those shown on maps. Photographs may show places in a general geographic area that may not be included in a tour.

Liability Waiver:

John Sharpe's Rail Tours Ltd., operating as John Steel Rail Tours (hereafter called JSRT), acts only as an agent for all services offered, including but not limited to accommodations, transportation, activities, and sightseeing. Although JSRT takes great care in selecting suppliers and personnel, JSRT shall not be responsible and shall not be held liable for any loss, damage, cost, expenses, delay, inconvenience, or injury occasioned from any cause whatsoever and without limiting the foregoing. JSRT shall not be responsible and shall not be held

liable for any loss, damage, cost, expenses, delay, inconvenience, or injury whether direct or consequential and whether in contract or not, and to property and/or persons, resulting from delays, substitutions of equipment and/or facilities, mechanical defects or failures, however caused, or any omission, negligence, act, or any default by any representative of JSRT, any carrier or supplier, their employees, agents, and subcontractors. The purchase of any services from JSRT constitutes an express waiver of any claims for loss, damage, cost, expense, delay, inconvenience, or injury to person or property arising out of action concerning or in any way connected to the services provided or to be provided by JSRT.

No representative of JSRT or any supplier offered herein has the authority to modify or waiver any provisions of these General Conditions & Waiver. The travel services and other services offered by JSRT are subject to the conditions imposed by the suppliers. Their liability is limited by their tariffs, conditions of carriage, tickets, and vouchers. In the event that any service offered is cancelled or cannot be supplied, JSRT shall have no responsibility beyond the possible refund of all moneys paid by the purchaser, which shall constitute a full settlement.

Bookings are accepted subject to the conditions contained herein, and to the conditions imposed by the suppliers. Unconditional acceptance of all of these conditions by the purchaser shall be evidenced and considered binding upon purchase by a request for booking.

Registration:

John Sharpe's Rail Tours Ltd., operating as John Steel Rail Tours, is registered under the Travel Agents Act of British Columbia, Canada, registration #2042-5. For the protection of our clients and their moneys, all moneys received by JSRT are deemed to be held in trust, according to the Act guidelines, for the person(s) who paid it.

This publication supercedes any previous JSRT publication, and the terms and conditions contained herein are subject to change without notice. This concludes John Sharpe's Rail Tours Ltd. (located in Gibsons BC, Canada, and operating as John Steel Rail Tours) General Conditions and Waiver — September 30, 2005.