# **PRO TOURS**

# General Terms and Conditions Effective for 2026 TOURS

# IMPORTANT INFORMATION PLEASE READ AND FULLY UNDERSTAND

#### **HOW TO BOOK**

Book online at <u>protours.ca</u> Call or Text 780-460-4408 Email: hello@protours.ca

#### **PAYMENT METHODS**

Email Transfer (E Transfer) sent to payment@protours.ca this is set up with direct deposit, no security question is required. Do not use a security question.

Credit Card - no Amex

#### **DEPOSITS/FINAL DEPOSITS**

**INITIAL RESERVATION DEPOSIT** - An initial booking deposit is required upon booking (within 24 hours of booking online) unless otherwise stated on the tour reservation details. This deposit is non-refundable, but transferable **as a deposit** to another tour if the customer cancels prior to the date listed on your tour reservation.

**SECOND GUARANTEED DEPOSIT -** A second "guaranteed deposit" may be required on certain tours and will be non refundable. Tours outside of Canada, all tours with group flights and/or event tickets or special tour inclusions will require a second deposit once the tour reaches guaranteed status. You will be notified by email when this status is reached and must make the second non refundable deposit payment within 3 business days of being notified.

**FINAL PAYMENTS** - remaining balances will be due on the stated final payment date and at this time 100% of the tour price will be non refundable.

In the unlikely event that the tour does not reach the minimum required reservations for the tour to be a guaranteed departure, initial reservation deposits can be moved to another tour, turned into a travel credit or refunded to the customer. Customers will be notified via email if this affects the tour.

#### **TOUR STATUS**

A tour must have a minimum number of passengers reserved for a tour to be a *Guaranteed Departure*. This number differs per tour. Once the tour has reached the guaranteed status, booked passengers will be notified by email (or phone if no email is available). Tours that do not reach this status prior to the final payment date may need to be canceled. In this case, deposits can be transferred to another tour, held as Pro Points or they may be refunded.

# **CHANGES TO OCCUPANCY OR TOURS**

# **TOUR OCCUPANCY CHANGES OR CHANGING OF TOURS**

One (1) occupancy change, and or tour change will be allowed without an added administration fee. Multiple changes to the reservation may result in an additional administration fee.

#### RESERVATIONS MADE AFTER SALES CUT OFF DATE

Any reservations requested after a tour's final payment date, may incur up to a \$100 administration fee depending on the tour with a minimum charge of \$25. Late reservations are not guaranteed to be available. A valid credit card to guarantee payment must be given prior to contacting the suppliers to inquire about availability.

# **TOUR PRICES**

Tour Prices are quoted in Canadian Dollars (unless otherwise stated), based upon the cost and conditions in effect at the time of printing, and are subject to change. Casino packages, and any advertised events and attractions are subject to change without notice. The land price of a tour does not include: air travel, airline fees, airport or departure taxes, transfers, pre/post hotels, port charges on cruises or any other incidental charges unless otherwise stated. Items not listed on the tour inclusion list are not included. Any extra lodging due to weather-related conditions or road closures, missed flights, or any other force majeure events would be the customer's responsibility.

#### **ACCOMMODATIONS**

A list of overnight accommodations with phone numbers and addresses will be made available with the final tour itinerary. Nightly accommodations are at good quality motel/hotels and are chosen for cleanliness, service and comfort. Some areas do not offer a large selection of accommodations or may not be equipped with elevators. In this event, we choose the best available and do our best to supply luggage handling if elevators are not available or ground floor rooms. Rooms are allocated by each hotel – if you have a preference (smoking or non-smoking, ground floor, accessible.) please advise at time of booking. Requests may not always be possible as not all hotels/motels have enough of each type of room to accommodate all requests. All accommodations are booked on a 1 or 2 bed basis. For Double Occupancy, the number of beds required must be stated at the time of booking. Bed sizes vary depending on the area of the tour and the hotel/motel.

Single	One Person/One Bed
Double	Two Persons/One or Two Beds
Triple	Three Persons/Two Beds
Quad	.Four Persons/Two Beds

#### SINGLE TRAVELERS

Since hotel rates are per room, the tour price for rooms occupied by one person is paid by one person, where when two or more persons share a room, the room cost is shared by that many people, therefore the price for the tour is more for single travelers due to hotel room costs. For single passengers looking to share accommodations, Pro Tours will attempt to find a same-gender match for the requested tour. The single rate will be

charged the day your tour is booked. If a companion becomes available, your final invoice will be adjusted to Double Occupancy price.

# **OPTIONAL GRATUITIES**

Gratuities are a tangible way for you to express your appreciation for jobs well done and are common in most service industries. This practice, although customary, is voluntary and is not included in tour prices unless stated.

Gratuities that are commonly incurred while on tour:

- Restaurant Staff (for meals not included): 15-20% of the bill but never less than \$1.00
- Hotel Room Cleaning Staff \$2-\$5 per stay
- **Pro Tours Tour Director/Manger -** \$5-\$8 per traveler/day
- Coach Driver \$5-\$8 per traveler/day
- Local Guide/Commentator (that is with the group for multiple days) \$5-\$8 per traveler/day
- Local Step on Guide: \$2.00- \$4.00 per traveler.
- Tours outside of North America standards for gratuities may differ and will be specified on the tour information.

#### IDENTIFICATION/PROOF OF CITIZENSHIP

Identification is required for all trips and it is your responsibility to obtain and carry the proper documentation. Tours within Canada, a current drivers license or other government issued photo ID is required. Canadian citizens require a valid passport for travel outside of Canada that is at least 6 months away from expiring. For travel to the United States by a Canadian Citizen, the expiry date of the Canadian passport must be for at least the length of tour, refer to (Customs and Border Protection). Citizens of other countries or landed immigrants, check with the appropriate foreign consulate for entry requirements. Pro Tours is required to give the US Border Crossing a passenger manifest prior to arrival. Pro Tours is not responsible and will not refund any tour costs if a passenger(s) is denied access at the border for any reason. If a passenger(s) is refused entry or detained at the border, the passenger(s) will be responsible for finding transportation home at their own expense.

**Please Note:** While cannabis is legal in Canada it is illegal to transport cannabis across the Canadian border. This includes medical cannabis. Passengers are not permitted to travel with marijuana/cannabis across any borders while traveling with Pro Tours. Failure to follow this policy will result in the passenger being responsible for their own return home should they be denied entry into the country they are trying to enter, at their own cost, and they will not be permitted to continue with a tour. Full cancellation charges of the tour will apply. The passenger will also be subject to the legal ramifications of attempting to bring an illegal substance into the country in which they are trying to enter.

# **SCHEDULE AND ITINERARY CHANGES**

Pro Tours reserves the right to make changes to the published itinerary which may be required due to circumstances beyond our control. The tour organizer reserves the right to make any changes before or during the tour for the comfort, convenience and safety of the passengers. During local or national holidays certain features such as museums, sightseeing tours and shopping may be limited or unavailable. In such instances, and

whenever possible, itinerary adjustments and substitutions are made to minimize inconveniences.

#### **FORCE MAJEURE**

Force Majeure Event means any event or circumstance beyond the control of Pro Tours, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labor dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation, road closures due to accidents and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

#### **CANCELLATION BY PRO TOURS**

Pro Tours reserves the right to modify or cancel any tour (definite or not), accommodation, in-destination activity or arrangement at any time.

# **Cancellation due to Failure to Pay**

If full payment is not received by the due date (as stated for each specific tour on the order statement), Pro Tours has the right to cancel your reservation and no refund will be made. Pro Tours will not be responsible for lost reservations.

### **Cancellation due to Force Majeure Events**

If Pro Tours cancels a tour as a result of a *Force Majeure Event*, a future travel credit (FTC) to the value of funds paid to date less any third-party costs incurred will be provided. All FTCs will be valid for 24 months from date of issue.

Where a tour is terminated mid-tour due to a Force Majeure event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs.

# Cancellation due to Events other than Force Majeure Events

If the cancellation by Pro Tours is not as a result of a Force Majeure Event, but is out of Pro Tours control, an alternative comparable tour (if available) will be offered, if an alternative is not available then a FTC will be given for the portion of tour that has been cancelled. Pro Tours is not liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected thereby.

Pro Tours is not responsible for other travel arrangements that you or your party have made outside Pro Tours and which are affected by our cancellations.

#### Early Return, Illness or Absence

Early return expenses are the guest's responsibility. There is no refund for absence or early departure from a tour, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. Pro Tours urges you to purchase travel insurance which covers such circumstances. Pro Tours makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

#### PRO TOURS RESPONSIBILITIES

Pro Tours acts as an Agent for the passengers with respect to the dining, attractions, admissions, transportation, and accommodations.

Pro Tours will not assume responsibility for any claims, losses, damages, cost or expenses arising out of personal injury, accidents or death, loss, damage or delay of baggage or other property, or delay. We recommend both medical and cancellation/trip interruption insurance (also known as travel and medical protection) for your protection and security.

Pro Tours cannot accept responsibility for itinerary changes, changes in accommodations, transportation or attractions, reserving the right to substitute arrangements as deemed necessary. Pro Tours does not take responsibility for any errors or omissions from any supplier during the tour.

#### PASSENGERS RESPONSIBILITIES

Your responsibility is to sit back and enjoy a care-free holiday. Carefully read all emails or mailings you receive from Pro Tours. Ensure that you know all departure times throughout your tour and be punctual to help keep the tour on time. Pro Tours reserves the right to terminate the trip (at any point) for any passenger whose inappropriate actions, conduct or health adversely affects other passengers, tour directors, suppliers or employees of establishments visited. In this event there will be no TFC for unused portions of the trip and the cost for returning to the point of embarkation will be borne by the passenger.

#### **COACH and GROUP ETIQUETTE/RULES**

For everyone's comfort, health and safety, the following coach and group rules of conduct will be in place - **No Smoking/Vaping or Chewing Tobacco** on board the bus or any group gathering - **Strong Scents**, please refrain from wearing strong scented perfumes/colognes, or other scents - **No Alcohol** consumption or presence on board the bus. Please refrain from conversations while the tour director or tour guide is speaking. Garbage/water bottles etc.should be disposed of in supplied bags.

# **SEATING ON THE COACH**

All seating is subject to availability and is assigned from front to back as reservations are made. During most tours, you will be asked to change seats in a rotation system. This is the fairest way to allow everyone access to different views from the coach and make new friends across the aisle. Single clients are expected to share the second seat with another passenger. The seat directly behind the driver is reserved for your Tour Director. People traveling single or triple sit with others to allow couples to sit together. In the case of two people traveling separately, but sharing a row, they will alternate the window and aisle seats.

#### **TOUR PHOTOGRAPHY**

Pro Tours and its employees reserve the right to take photographs which may be used for promotions and advertising, online and in print. By making a reservation with Pro Tours, we assume you have granted us the right to use your image without compensation. If you prefer your image not to be used, please notify us in writing on the first day of your tour.

# TRAVELER ABILITIES AND ASSISTANCE

Travelers should be in good physical condition and health and be able to walk and enter and exit the coach multiple times on their own. Some tours require more walking than others, please ask upon booking about tour activity level. If assistance is required, guests must be accompanied by a companion who is capable of and totally responsible for providing the required assistance at all times. Pro Tours employees, contractors and/or suppliers are not permitted to physically lift or assist clients into or out of transportation vehicles. Foldable walkers are accepted on tours that state this in the Pre Tour information document and will be stored in the luggage compartment and taken out at each stop when required.

If a traveler does not meet the recommended level of activity the tour has stated and are impeding on the schedule of the tour, they may be asked to refrain from certain activities that they can not meet the physical requirements for to keep the tour group on time. There will be no FTC for any attractions missed arising due to not meeting the level of activity for the tour.

#### DIETARY RESTRICTIONS/ALLERGIES

For tours with included meals, please note any dietary restrictions or allergies. The restaurants, hotels, caterers, and numerous other partners that Pro Tours work with do their best to accommodate special dietary requests. Some of our partners are better able to fulfill special requests than others. We cannot guarantee that all dietary restrictions can be met. Also, please note that where dietary restrictions can be accommodated, choices are typically limited. Many hotel included breakfasts are commonly pre-determined by the hotel and usually are not adjustable.

#### **PUBLICATION ERRORS**

Although we try to ensure accuracy at the time of publication, errors can occur. We reserve the right to correct errors without notice.