



4028, 918-16AVE NW,
Calgary, AB T2M 0K3
Tel: 1-403-354-0824
Info@jellountravel.com
www.jellountravel.ca

1. Our Contract:

Please find below the terms and conditions (**Terms**) upon which we, **Jelloun Travel**, will provide our services to you. Please read the Terms carefully and ensure to understand. Please note that by using our service, you agree to be bound by these Terms.

2. Our Services

- 2.1. We provide transportation services (**Service**) which means we will provide fully operational and serviced vehicle along with the driver. The use of this transportation services will be in accordance with the local applicable laws and regulations, such as traffic, parking, vehicle safety, driver's hours of service etc., at all times.
- 2.2. On hiring our Service, you will enter into a contract for the hire of the vehicle and driver's services as described in your booking confirmation.
- 2.3. We may hire subcontractors to provide you Service, but this will not affect your rights or our obligations under these Terms.

3. Your responsibilities

- a) If you are a consumer, you confirm that you are at least 18 years old.
- b) If you are not a consumer, you confirm you have the authority to bind any business on whose behalf you are arranging these Services.
- c) If you are making the booking on behalf of a group, you will be the person accepting these Terms. You will be responsible for ensuring all persons travelling within your group comply with such terms. Should they fail to do so, you will be liable to us for any loss or damage caused to either us arising out of any failure to comply with either our Terms.
- d) You will notify us of any changes in your address or contact details, arising following the acceptance of your booking.
- e) You will comply with any restrictions applicable to the Service including but not limited to the number of passengers.
- f) You will be at the designated pick-up address as set out in your Booking Confirmation on the date of Service.
- g) You undertake at all times to comply with the Terms in particular in relation to conduct required during the Service. Failure to comply with such terms will permit the Driver to cease to provide the Service and to eject you or all or any of your fellow passengers from the vehicle.
- h) We will require information from you to enable us to arrange these Services for you. You are responsible for the veracity of such information.

4. Booking

- a) Please note that the images of the vehicles displayed on our Site are for illustrative purposes only. Actual vehicle on the day of service may vary from the vehicle displayed on our Site but will be of the specification as set out in your Booking Confirmation.
- b) Booking is not confirmed without the deposit or alternate payment arrangements. Full and final payment is due 3 days prior to departure.

5. Cancellation & Changes to Booking

- a) You may request a change to your booking at any time within 72 hours before the time of departure. Request for changes must be submitted to us by email.
- b) An additional charge may incur for the change to your booking. We will notify you in writing of the revised charges. If we are unable to arrange the requested changes to your booking or if the revised charges payable for the revised Services, are not acceptable, you may cancel your booking in accordance with the cancellation provisions.
- c) All cancellations must be made within 72 hours of the day the reservation is made. Any cancellation after the grace period (two weeks) will be charged 50% of reservation total. Any cancellations made within two weeks of scheduled pick-up will be non-refundable. Your lost deposit can be used for an alternate date in the future.

6. Service Charges and Payment:

a) Pricing & Payments:

- i) In consideration of the provision of our Services, we will charge you the service fee (**Quote**), set out in the Booking Confirmation. The quote is based on the current information about the trip (timings, mileage trips, number of passengers) as provided by you. Any change in those elements changes the above price and may be subject to additional charge.
- ii) The quote is based on a 10 hour service day, from garage-to- garage basis. Any additional time will be subject to an hourly rate added to the invoice.
- iii) Mileage pricing is based on city to city. Any shuttling will be subject to additional charges either based on mileage or hourly.
- iv) Payments can be made through credit cards, cheque, cash, online/ email transfer.

b) Driver' s accommodation:

While on the charter the customer is responsible to book and pay for a driver's single accommodation unless alternate arrangements have been made and agreed upon.

c) Parking/Road Tolls/Ferry Costs:

The customer is responsible for all Parking, Road tolls and Ferry Costs.

d) National Park User Fee:

The customer is responsible for all National Park User Fees when entering any National Park. The customer can give the driver their pass to display in the window, or the driver can stop at the park gate for the customer to pay the fees. The customer can make prior arrangement's to use Jelloun Travel's Park Pass and have the amount added to the invoice.

e) Damage, Garbage and Cleanliness:

The customer is responsible for any beyond normal cleaning, spills of liquids and damages done to the coach(s) by the passengers during their charter and will be billed for all repairs. Additional clean up charge will be sent to the customer for spillage on the seat of drinks, food, vomit etc.

f) Smoking, Use of controlled substances and Liquor:

Our vehicles are smoke free. We strictly adhere to No-carrying and use of any type of controlled substance policy. Currently, liquor can be consumed on board subject to prior arrangements and in accordance with the applicable laws.

g) Driver Gratuity:

Gratuities are not included in the price of the trip and can be provided directly to the driver. We suggest 5%- 10% and special arrangements can be made to have the gratuity added to the invoice.

7) Hours of Service:

- a) The Federal and Provincial Governments have legislated Hours of Services rules that ALL Motor Carriers Operators must follow.
 - b) Maximum hours of driving Canada 13 hours USA 10 hours
 - c) Maximum hours on Duty Canada 14 hours USA 15 hours
 - d) Maximum hours length of day Canada 15 hours USA 15 hours
 - e) Operator must have Continuous 8 hours of rest per 24 hours.
- 8) These rules are strictly enforced by both the Canadian and USA Department of Transportation and fines can be levied to the DRIVER, THE COACH COMPANY and THE CUSTOMER.
- 9) Waiting time in the coach or at the game(s) or venue is considered on duty time other than driving.
- 10) If the driver shuttles the group to the venue and returns to his/her hotel room until the pick-up, later in the day, he/she is considered off duty while at the hotel.

PLEASE DON'T ASK YOUR DRIVER TO BREAK THE LAW BY EXCEEDING THESE LIMITS. AFTER ALL, THE SAFETY OF YOUR GROUP IS OUR NUMBER ONE PRIORITY!

8) Our liability to you:

- a) We will under no circumstances whatever be, liable to you for any loss of profit, loss of business, business interruption, loss of business opportunity, loss of goodwill or loss of sales, business or revenue.
- b) Our total liability to you in respect of all losses arising under or in connection with this contract shall in no circumstances exceed the applicable laws.

9) Events outside Our Control:

- 9.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event outside of our control.
- 9.2. An Event Outside Our Control means, any act or event beyond our reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, congestion, accident, road blockage, mechanical failure, inclement weather or criminal activity.
- 9.3. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event outside Our Control. Where the Event outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event outside Our Control is over.

10) Use of your personal information:

We will use the personal information, you provide to us to provide the Services, to process your payment for such Services and to inform you about similar products or services that we provide. We will not share your personal data to any other third party.

- a) We may amend these Terms & Conditions from time to time, to reflect changes in relevant laws and regulatory requirements or to improve the manner in which we provide our Services.

Customer Name

Customer Signature
