



Our Travel Tour Company specializes in guided tours of Canada, the United States and Overseas destinations. The following is our Policies, Terms & Conditions as of **APRIL 24, 2021**

## TERMS & CONDITIONS

### Open to the General Public

Most itineraries are available to travellers of all ages except very young children. Persons under the age of 19 (Canada) 21 (USA & Overseas) must be accompanied by an adult in the same room. Minors under the age of 16 and traveling with only one parent must have a signed and notarized travel waiver/consent to travel form by the other parent to leave the country. This is a government issued form and can be provided to you by Jolly Tours.

Mentally or Physically challenged persons are welcome to travel with Jolly Tours. Jolly Tours will make every effort to accommodate your needs. Persons requiring special assistance must be accompanied by a companion to care for their needs. To participate on our tours, it is expected that passengers can provide for their own personal care requirements unassisted. Jolly Tours staff and Tour Directors are not able to assist any guests with their personal care needs or health regime.

### Travel Outside of Canada

A valid Canadian passport is required for all tours outside of Canada. Your passport must be valid for a minimum of three (3) months beyond the date of return to Canada. This can change depending on the requirements of various countries. Having a criminal record may prevent you from crossing the border. Jolly Tours is not responsible for any passenger who is denied passage into the United States or other countries. Any person denied entry to another Country, flight or Cruise is responsible to find his or her own transportation home.

If you are denied entry to any Country, border, flight and / or cruise, no refund will be given. You are 100% solely responsible for this outcome and all costs associated, including costs to return home.

Passengers under the age of 19 must be accompanied by an adult, with a maximum ratio of three children to one adult. Passengers 16 and under who are not traveling with both parents/guardians must complete and bring a consent to travel form. Please advise Jolly Tours if you have any questions.

\*Note: It is anticipated that proof of full Covid-19 vaccine will be required for all out of Country travel and all travel including flights and cruise ships.



## Emergency Contact

Your emergency contact should be able and prepared to assist you in the event you must leave the tour unexpectedly, most commonly due to unexpected medical issues. They should be aware they are your emergency contact, have a copy of your itinerary, as well as a copy of your passport and insurance information.

This individual will be responsible for contacting your insurance company in the case where you and/or your travel companion are unable to do so yourselves and will require these details. Jolly Tours and your Tour Director will also aid you in any way possible. If you would like to add or make a change to who you have listed as your emergency contact, please contact Jolly Tours at least 7 days prior to your trip.

## Multi Day Itineraries

Prior to your tour departing, you will be sent a tour package which will contain your detailed itinerary, insurance particulars, *where applicable*, and a complete listing of hotels with phone numbers and contact details. This is sent to each client 2-3 weeks prior to the tour departure date. Note itineraries will be delivered electronically by email only commencing Spring 2021. Luggage tags will be provided by your Tour Director in person upon departure. If you require your tour details to be delivered to you by courier or post, this must be indicated to Jolly Tours at the time of booking. All document delivery outside of electronic / email will incur an additional fee at the time of booking.

## One Day Itineraries

For day trips, itinerary details, including inclusions, departure and return times will be identified on your receipt from Jolly Tours at the time of booking. No additional itinerary details will be sent in advance of your day trip.

## Deposits & Payments

Reservations will be confirmed only when the required deposit is received as indicated on individual trip descriptions.

Forms of payment we accept are cash, personal cheque, money order, Visa, Mastercard, Debit & Amex. Please note, Jolly Tours staff cannot accept an EFT transfer from you by email or text.

Tour balance due dates are noted by tour program and noted on your receipt from Jolly Tours. If you wish to make interim payments towards your tour leading up to the balance due date, Jolly Tours can accommodate this.

Registrations can still be accepted up to 48 hours prior to tour departing, provided the tour is not sold out, and provided Jolly Tours can secure all components advertised.



## Holding Seats and Registrations after Tour Balance Due Dates

Space cannot be held for you on a tour program indefinitely without the deposit payment. All deposit payments are required within 24 hours of your registration on any tour program.

If you are requesting space on a tour in which the balance due date has come due, full payment is required at the time of registration. If you are requesting to register a tour program that is at a stop sell, meaning all available inventory (rooms, cabins, airfare, etc.) has already been utilized, full payment at the time of request is required. Jolly Tours will then contact all suppliers, events, and venues to secure space, *if available*, to accommodate your reservation. Rates outside of Jolly Tours contract terms are a common expectation when Jolly Tours inventory on any tour program is in a stop sell position. An additional fee may be required to secure your space. This is especially true of any tour programs that involve the use of Airlines and Cruise lines. Should this occur, Jolly Tours will contact you to discuss all fees and options prior to confirming your booking.

## Tour Prices & Currency

All tours and services offered by Jolly Tours are in Canadian Dollars. Prices listed are per person based on single, double, triple, or quad occupancy. All taxes where applicable are included and indicated. Prices are based upon costs and conditions at the time of printing (April 2021) and are subject to change.

Please note: Jolly Tours may not be able to guarantee brochure rates after tour balance due date on group tours that include air & or cruise, or if the airline and/or cruise line has recalled space due to sell out position.

Prevailing rates for hotels and theatre or other tickets may apply on some tours for last minute bookings. There are no refunds for un-used components of your tour should you decide not to participate, nor will Jolly Tours alter the structure or pricing of a tour to exclude components you do not wish to include or take part in.

## Cancellation Charges

### List of Charges for Motorcoach only tours of 7 days or less in Canada and United States:

Up to 60 days before departure – full refund, less a minimum \$50 + HST administration fee per person. 59 days to departure day – 100% of tour price non-refundable

### List of Charges for Motorcoach only tours of 8 days or more in Canada and United States:



Up to 90 days before departure – full refund, less a minimum \$50 + HST administration fee per person. 89 days to departure day – 100% of tour price non-refundable

**List of Charges for tours which involve air flights and cruises:**

Up to date of full payment, the charge is non-refundable deposit. From the time of full payment to departure day – 100% of tour price is non-refundable.

**Day Trips**

At the time of booking, there are two options for protecting your Daytrip purchased at Jolly Tours.

I) For Daytrips costing up to \$149.00, Daytrip protection is available at a cost of \$10.00 + HST per person (\$11.30)

II) For Daytrips costing \$150.00 and over, protection is available at a cost of \$20.00 + HST per person (\$22.60)

Protection purchased above gives you the following coverage:

- Up to 24 hrs. before the trip departure you can make one full name change on your ticket / receipt without administration fees or charges from Jolly Tours. Should the trip be on a Saturday or Sunday, Jolly Tours must be advised officially of this name change by 5:00 pm close on the Thursday prior to the trip. All name changes must be advised to Jolly Tours prior to 24 hours as outlined above, if a person arrives for a day trip who is not registered, they will not be permitted to participate in this trip. No exceptions will be made to this policy.

**OR**

- Up to 24 hrs. before the trip departure you can cancel your Daytrip for full refund, except for the protection premium without administration fee. If your trip is on a Saturday or Sunday, Jolly Tours must be officially advised of this cancellation by 5:00 pm closing on the Thursday prior to the trip. If your trip is on a Monday, Jolly Tours must be advised officially of this cancellation by 5:00 pm closing on the Friday prior to the trip. No exceptions will be made to this policy. Within 24 hours of departure of your Daytrip, no changes or modifications will be accepted, and your day trip is 100% non-refundable. Should you request and make a name change on your ticket to another person, the terms of this protection do not extend to the newly named person meaning, that newly named person cannot request to be refunded under the terms of this protection policy or name someone else in their place.

Should you not wish to purchase Daytrip protection at the time of registration, your Daytrip is 100% non-refundable from the date of purchase. No name changes, transfer of tickets and / or refunds will be offered. No exceptions will be made to this policy.



Upon arrival at Jolly Tours office for departure on a day trip, please be prepared to present your photo identification to your Jolly Tour Director before boarding the Motorcoach.

**\* Please note \* For the 2021 & 2022 season, Jolly Tours has looked at every tour individually to determine the maximum flexibility in the refund of deposit. Every tour has noted the refundable deposit date on that tour. We are working with our suppliers to offer the most flexible deposit refund policy as possible while we all work through the challenges of Covid-19 and tourism.**

For independent travel arrangements made through Jolly Tours office, all bookings are subject to cancellation & change fees with Jolly Tours. Suppliers will have additional service fees. You must consult their terms and conditions before making a purchase. Date and/or name changes on flights and /or vacation packages are subject to cancellation and re-booking fees. Cancellation on flights and / or vacation packages will be a minimum fee of \$50.00 per person plus taxes + all applicable Tour Operator fees.

Bookings, changes and Cancellations are subject to the terms and conditions of the end supplier providing the travel service.

### Passenger Conduct

It is anticipated that all members of a tour departure, both Jolly Tours Staff, Motorcoach operator, hoteliers, events etc. and passengers will conduct themselves in a polite and respectful manner. Any acts of harassment, violence, abusive or aggressive behavior cannot be facilitated or permitted. Any passengers exhibiting this behavior towards their fellow passengers, staff of Jolly Tours Ltd, the motorcoach operator or travel trade partners will be required to leave the tour. Returning home, or the place of origin will be at the passenger's sole expense. If deemed necessary, law enforcement may be involved. No refunds for loss of remaining tour components will be given by Jolly Tours Ltd.

### Special Requests

We do our best to accommodate all special requests. All dietary needs are also accommodated. Any special requests such as accessible rooms, adjoining rooms, etc. must be submitted to Jolly Tours by the final payment date. If possible, please inform us, when booking, about any special dietary needs such as gluten intolerance, vegan, food allergies etc.

### Pick Up Requests

Jolly Tours endeavors to accommodate all pick up and drop off requests if such request is within the direction of the departing and returning tour. For example, if a tour were heading west of Cornwall to Niagara Falls, pickups could be accommodated along the



401 west bound region, but not in Ottawa or Montreal. All tours originate and return to Jolly Tours office, located at 1380 Second Street E, Cornwall ON. Please ensure your pickup and / or drop off request is made known to Jolly Tours at the time of registration. Jolly Tours will not be able to accommodate any last-minute requests.

A full list of established pickups and drop off locations is noted on Jolly Tours Website. Jolly Tours does limit the number of stops that are made on every itinerary. You may be asked to coordinate with a pickup location already confirmed on your itinerary. If you were wanting a pickup or drop off location not listed, please advise Jolly Tours and a member of the appropriate department will contact you for discussion.

## Insurance

### Medical

For your own safety and protection, we strongly recommend that you have adequate medical insurance when traveling outside of Ontario as well as trip cancellation & interruption insurance. Provincial differences in health care coverage exist that could cause an out-of-pocket medical expense for travel even within Canada.

### Cancellation & Trip Interruption Insurance

Cancellation & Trip interruption insurance has been included when noted on each tour inclusions details. \*Cancellation Insurance protects your dollars paid should you need to cancel. Interruption Insurance protects you while in travel should your trip be interrupted, and you must return home before you have completed your trip. The terms and conditions of this insurance are specifically outlined in the insurance policy.

You must advise Jolly Tours office within one day (24 hours) after the cause of cancellation occurs otherwise reimbursement may be reduced by the Insurance Company (per the standard caveat of many insurance companies). If you have a pre-existing condition, please inquire about your insurance validity at the time of booking. In general, if you have a pre-existing medical condition, your condition must have been stable prior to your registration date for the policy to cover in case of cancellation due to this illness. Insurance options do exist that allow coverage for pre-existing conditions. Please see a Jolly Tours counsellor for assistance in identifying coverage options that may work for you. Cancellation due to illness requires a written Doctors letter.

In the event of cancellation, transfer of monies from one person to another cannot be made. The person who has cancelled must advise Jolly Tours of their cancellation as well as the applicable insurance carrier for refund. If the registrant has a replacement registrant for their booking, the person who is replacing, will need to pay for their tour in full. (See Day Trip Protection for exception to this term)



If a person is traveling with a partner whether the registration is that of a Double, Triple or Quad occupancy and a replacement is not found, the remaining travelers will be charged for the change in occupancy.

For example: Two people traveling together find that one needs to cancel, then remaining partner will be charged the difference from double to single. In all instances, Jolly Tours needs to be notified of the cancellation within 24 hours.

There will be a \$50 + HST change fee levied to change room occupation on a deposited registration. \* When Cancellation & Interruption insurance has been included in your tour, it is possible a surcharge may apply on cancellation insurance premium in upper age categories. Jolly Tours has partnered with Manulife Insurance and would be pleased to advise you of the options available to you. Please visit our webpage for more details on insurance options available to you. [www.jollytours.ca](http://www.jollytours.ca)

**IMPORTANT NOTE: JOLLY TOURS REQUIRES THAT ALL PERSONS PARTICIPATING ON OUR TOURS OR BOOKING TRAVEL OF ANY KIND WITH OUR OFFICE, HAVE PROPER & ADEQUATE INSURANCE; CANCELLATION & INTERRUPTION AS WELL AS MEDICAL INSURANCE IF APPLICABLE.**

**JOLLY TOURS OFFERS INSURANCE THROUGH MANULIFE INSURANCE. SHOULD YOU DECLINE PURCHASING COVERAGE WITH OUR OFFICE, PROOF OF YOUR OWN INSURANCE COVERAGE IS REQUIRED AT THE TIME OF BOOKING, SHOWING YOUR FULL COVERAGE FOR THE TOUR VALUE APPLICABLE.**

**JOLLY TOURS RESERVES THE RIGHT TO REFUSE REGISTRATION TO ANY PERSON(S) WHO CANNOT PROVIDE CONFIRMATION OF PROPER AND ADEQUATE INSURANCE COVERAGE.**

### **Force Majeure**

Tour programs as well as independent travel that is unable to operate or commence due to Government Travel Advisories, Acts of God, Terrorism, or any other event due to no fault of Jolly Tours Ltd, will be subject to the terms as listed under Cancellation Charges.

In case of force majeure which renders the execution of the obligations contained in this contract impossible to deliver as agreed, including but not limited to: war or hostility, riot or civil commotion, natural disasters including weather conditions which, in the opinion of Jolly Tours, its agents or the Service Suppliers, render the completion of the contract unsafe, strikes or walk-outs, government embargo, court orders or the adopting of any law and/or other regulation banning or restricting any provision of this contract, Jolly Tours will be considered exempted from liabilities for untimely execution of its obligations under this contract.



## Cancelled Tours

Occasionally there are not enough registrants booked on a tour's departure date and the tour may have to be cancelled. If a tour must be cancelled, Jolly Tours is committed to cancelling the tour at minimum 30 days prior to departure and each passenger booked will receive a full refund as paid. Tours unable to operate due to Travel Advisory, Acts of God, Terrorism, or any other event and no fault of Jolly Tours, will be subject to the terms as listed under Cancellation Charges. Please refer to the Force Majeure section.

## Services not provided by Jolly Tours Ltd.

Passengers who are not travelling on our full tour itinerary as outlined by Jolly Tours Ltd., or passengers who are booking their own transportation and/or are taking a tour on a land only basis, assume full responsibility for any cancellation penalties or extra expenses incurred on airfares, train tickets, etc. due to cancellation or alteration of the itinerary in any way, by Jolly Tours Ltd.

## Tours in Conjunction with Other Operators

Prices, terms, conditions, scheduling changes, deposits, refunds, and all other matters advertised in conjunction with other tour operators and cruise lines are subject to the terms and conditions as published by each operator and are subject to changes / cancellations with notice. Jolly Tours partners with and contracts with many third-party suppliers who may provide travel services such as flights, cruises, hotels, transfers, sightseeing, car rentals or other activities included in your tour. Jolly Tours makes every effort to deal with only the most reputable suppliers, but Jolly Tours is not responsible for any acts and / or omissions by any third-party suppliers, their employees, representatives, or agents. Jolly Tours is not responsible for any schedule changes, re-routing or changes related to any cruise itineraries, flight schedules, hotels, changes in itineraries, where applicable. Living standards and practices at destination as well as the standards and conditions with respect to the provision of services and accommodations may differ from those found in Canada.

\* Each end supplier and Jolly Tours Ltd. reserve the right to re-instate a fuel supplement or price change due to currency fluctuation changes for all guests at any time.

Any EBB Bonus's offered by third partner supplies can be withdrawn at any time.

\*\* For all programs involving Air, guests are personally responsible for the cost of any baggage fees with the airline(s) unless noted in the tour inclusions as otherwise.





## Responsibilities

Jolly Tours acts as an Agent for the passengers with respect to the dining, attractions, admissions, transportation, and accommodations. Jolly Tours will not assume responsibility for any claims, losses, damages, cost, or expenses arising out of personal injury, accidents or death, loss, damaged or delay of baggage or other property, or delay. We strongly recommend both medical and cancellation/trip interruption insurance for your protection and security.

Jolly Tours reserves the right to make changes to a published itinerary whenever, in their sole judgment, conditions warrant, or if they deem it necessary for the comfort, convenience or safety of any tour. Jolly Tours reserves the right to substitute arrangements of equal value as deemed necessary in any itinerary.

Jolly Tours Ltd, its agents and all passengers agree that the conditions set out herein are part of the terms between the passenger and the tour organizer. Payment of the deposit to Jolly Tours constitutes acceptance of these terms and conditions.