



Transportation Services Form
Terms and Conditions – Charter Services

Western Educational Adventures Inc.
(250) 888-1622
www.westernadventures.ca

CHARTER Services Terms and Conditions Version 1.2 December 3rd, 2022

PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS LEGALLY BINDING

If this agreement is part of a quote or unsigned contract, the pricing outlined is valid for 14 days past the date on the quote or unsigned contract. To secure the pricing and the booking, booking terms as found in this agreement must be completed.

Please note that while our vehicles are mechanically well-maintained, some are older. As such, the esthetic appearance may not be the same as other charter companies.

It is recommended that the CLIENT tips the WEA bus driver between \$25-\$100/day based on length of service.

I. Definitions

WESTERN EDUCATIONAL ADVENTURES INCORPORATED Hereinafter referred to collectively as: “WEA”.

TRANSPORTATION, CHARTER OR BUS CHARTER SERVICES PROVIDED BY WEA Hereinafter referred to collectively as: “CHARTER”

CLIENT: Refers to the person and/or organization hiring WEA to provide CHARTER service.

TRANSFER: Refers to transportation from one location to another with more than a 30 min stop at the destination location. A CHARTER may be made up of one or more transfers.

VEHICLE: Refers to any WEA vehicle. As our fleet has some older vehicles, features and comforts are not guaranteed and may vary from vehicle to vehicle. It is up to the CLIENT to confirm which features a vehicle has. WEA reserves the right to provide a different vehicle if the planned vehicle is no longer available for any reason.

II. Terms

BOOKING TERMS: Bookings will be made once the CLIENT:

- Provides WEA with an initial itinerary
- Provides a valid credit card number for additional charges as outlined in this agreement
- Accepts and signs this agreement

BOOKING POLICY:

1. All CHARTER bookings may be cancelled without charge within 72 hours of booking, except if the booking occurs within 14 days of the commencement of a CHARTER – in which case no refund will be granted.
2. CHARTER cancellation requests that occur less than 14 days before the commencement of a CHARTER will not receive any refund.
3. CHARTER cancellation requests that occur more than 14 days but less than 21 days before the commencement of a CHARTER will be refunded 75% of any fees paid to the point of the written cancellation request.



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4. CHARTER cancellation requests that occur 21 days or more before the commencement of a CHARTER will receive a 100% refund less any applicable administration fees.

PAYMENT SCHEDULE: WEA requires CHARTER payment according to the following payment schedule for all CHARTER services:

- A deposit in the amount of 20% of the total fee is due at the time of booking.
- The remaining 80% is due 7 days prior to the first day of the CHARTER.

LATE PAYMENTS: Payments must be made as per the PAYMENT SCHEDULE. In the event of a late payment, WEA reserves the right to cancel the CHARTER at any time with no refund or charge a \$100 admin fee per late payment.

PAYMENT METHODS: Unless otherwise stated, WEA only accepts Interac e-Transfer or cheque for payment. Credit card payments may be possible in certain circumstances.

ITINERARY: A final detailed itinerary / service schedule must be delivered to WEA by the CLIENT prior to departure if there has been any changes to the initial itinerary. The total charge may increase depending on the final itinerary.

ADDITIONAL TIME, DISTANCES AND SERVICES: Additional distances and services not agreed to in the quote/contract may, at WEA's discretion be billed at \$1.50 per km for distance and \$110/per hour for service. The CLIENT is responsible for the cost of any additional supplies or equipment. A credit card number is required at the time of booking to cover any additional costs or fees. If additional charges are not paid within 2 weeks of the end of the CHARTER, WEA will charge the credit card on file.

TAXES AND ADDITIONAL, THIRD-PARTY COSTS: Our rates do not include taxes. Any additional third-party costs such as ferry fees that are included are estimates only. If the actual cost is more than our estimate, the CLIENT will be responsible for the additional expense.

POTENTIAL FUEL SURCHARGE: WEA does its best to include the cost of fuel in CHARTER fees. Sometimes fuel prices increase dramatically without warning. In such cases, WEA reserves the right to charge an additional fee to cover this fuel cost increase. This fee will be the difference in fuel cost at the time of booking to the time of the CHARTER.

EQUIPMENT DAMAGE: The CLIENT will be charged the repair or replacement costs for any WEA/WEA staff equipment the CLIENT, passengers or any persons related to the CLIENT damages or loses.

EXTENUATING CIRCUMSTANCES: WEA is not responsible for situations beyond its control such as traffic, weather, etc. As such, times, especially arrival times are approximate and may fluctuate.

Furthermore, WEA is not responsible for additional charges that are due to circumstances beyond our control. The CLIENT agrees to pay these charges.

CREDIT CARD AUTHORIZATIONS: As part of any CHARTER, WEA will record a CLIENT's credit card number to reimburse WEA for the following instances/terms:

- ITINERARY
- ADDITIONAL TIME, DISTANCES AND SERVICES
- TAXES AND ADDITIONAL, THIRD-PARTY COSTS
- POTENTIAL FUEL SURCHARGE
- EQUIPMENT DAMAGE
- EXTENUATING CIRCUMSTANCES

The CLIENT authorizes WEA to charge their credit card for the above terms/instances.

ACCOUNT CREDITS: The issuance of an account credit is entirely at WEA's discretion. For a credit to be valid, the CLIENT must receive written confirmation from WEA of a credit being issued. WEA may require the CLIENT to provide a copy of this written



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confirmation prior to accepting a credit as payment for a WEA product, service, or CHARTER. Credits can only be used once. If a CLIENT cancels a booking paid for in whole or in part by a credit, the credit is no longer valid, and the credit is forfeit.

Credits may only be used to pay the balance of a CHARTER booking and not for any other WEA service or program.

A credit is valid for one year from: 1. the date it is issued or 2. the last day of the CHARTER the credit is being issued for. In case of conflict between 1 and 2, the credit is valid for the shortest period of time.

CANCELLATION BY WEA: WEA reserves the right to cancel any CHARTER for any reason beyond WEA's control, including but not limited to weather or an instance of uncontrollable natural forces such as a forest fire, windstorm, pandemic, epidemic, earthquake, flooding or other natural disaster. In the event of such cancellation, WEA and the CLIENT will split the costs of any expenses incurred by WEA to that point by 50%.

If WEA must cancel, WEA is only responsible for refunding the CHARTER fee. If WEA cancels a CHARTER mid-CHARTER, WEA will issue a pro-rated refund. WEA is not responsible for any other fees or expenses incurred by the CLIENT, including but not limited to, transportation fees, expenses, accommodation, travel expenses, missed appointments and any other resultant expenses.

NO SHOWS: No refunds are issued for no-shows.

REFUNDS SOUGHT BY THE CLIENT: All refund, credit and cancellation requests must be made in writing via email, and receipt confirmed by WEA in writing via email. All CHARTER/payment cancellations and refund requests are subject to a \$75.00 administration fee for each CHARTER or TRANSFER cancelled.

REFUND METHODS: In the instance that WEA is issuing the CLIENT or other applicable party a refund where possible refunds will be issued via the same payment method that was used to complete the original payment. This may not be possible if the payment being refunded was paid by an expired credit card or by any other alternative payment method. If the original payment method is not possible WEA will choose an alternative refund method at its discretion.

- All cheque refunds will be charged a \$30 admin fee.
- E-transfer refunds will be sent to the CLIENT'S email address used to make the booking.
- If a refund by Interac e-Transfer expires without being deposited, the refund will be forfeit.

GOVERNMENT REGULATIONS: WEA adheres to all government laws, rules and regulations and will not break them on behalf of a client.

GOVERNMENT HOURS OF SERVICE REGULATIONS: Any unscheduled stops, unplanned detours etc., not already detailed in the approved itinerary could result in a violation of "hours of service". It is an offence for any person or organization to request, require or allow a driver to violate the hours-of-service regulations.

OVERNIGHT TRIPS: The CLIENT is responsible for all bus driver food and accommodation costs for multi-day charters.

FOOD AND ALLERGIES: Depending on the group, WEA may or may not allow eating or drinking in our vehicles. As WEA primarily uses its vehicles for youth outdoor programs, neither peanuts, nor tree nuts and/or products containing peanuts or tree nuts of any kind are allowed in any WEA vehicles.

SMOKING, CONTROLLED AND ILLEGAL SUBSTANCES: No smoking or consumption of illegal or controlled legal substances are permitted in/on any WEA vehicle or property. This includes but is not limited to, drugs, alcohol and tobacco products. Prescription medication is permitted. If the CLIENT, passenger(s) or person(s) related to the CLIENT violate any of these conditions, WEA reserves the right to immediately cancel service without a refund.

PERSONAL PROPERTY: WEA is not responsible for any lost, stolen or damaged personal property.



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ACCOUNT COMMUNICATION: For security reasons, WEA will only communicate with the CLIENT unless the client requests to add additional parties in writing.

COMMUNICATION TIMEFRAME: Periodically WEA needs to communicate with the CLIENT for various reasons. If WEA's communication requires a response from the CLIENT, a response must be received by WEA within 5 calendar days after WEA has attempted to make contact using all communication methods provided during the booking process. WEA reserves the right to cancel the CLIENT's booking without a refund if no response is received within 5 calendar days of WEA communication.

LOST AND FOUND: Lost and found will be kept for 1 week after the end of a CHARTER. CLIENTS must contact WEA directly and arrange for a time to pick-up the lost items. At it's discretion, WEA may deliver or ship these items to CLIENTS for a fee.

TRANSPORTING MINORS: For groups involving minors, WEA requires at least one adult chaperone in each WEA vehicle. This chaperone is to supervise and take full responsibility for any minors. Furthermore, WEA is not responsible for any supervision or care of minors on a CHARTER.

APPROPRIATE BEHAVIOUR: CLIENTS, groups or any individuals that behave or act (as determined by WEA) in an inappropriate way will not be allowed to stay on WEA vehicles. No refunds will be issued. This behaviour includes but is not limited to: failing to follow the direction of WEA staff, violence, offensive or aggressive behaviour and deliberate equipment damage.

INFORMATION HANDLING: WEA stores data on international servers, this includes your personal information.

CREDIT CARD DISPUTES: For additional charges, costs, damages, etc., credit card disputes filed by the CLIENT with their bank or credit card company against WEA will be charged a \$75 admin fee for any disputed amount. This only applies to disputes that are contrary to this or any other documented agreement. Any CHARTERS that are paid for in full or in part by the disputed amount will, at WEA's discretion, be either cancelled with no refund or put on hold with no refund.

ATTACHMENTS: The initial itinerary and quote are attached to this agreement and are considered a part of it.

By signing and submitting this booking form and paying the associated CHARTER fees payment, the CLIENT acknowledges having read and agreed to the above CHARTER Services Terms and Conditions.

By signing this agreement, I acknowledge that I am nineteen (19) years of age or older.

Signature of CLIENT

Date

Name of CLIENT