

CHARTER AGREEMENT

The signed charter agreement is a contract between DeNure Charters, operated by DeNure Tours Ltd., to provide the client with bus transportation services. With the signing of the contract or the payment of a deposit, it is deemed that the client acknowledges the following terms and conditions as applicable to the chartered service, as well as the Payment and Cancellation policies: <http://www.denurecharters.com/payments>

CHARTER DETAILS

DATES, ITINERARY, and MANIFESTS

When the deposit is paid, the dates for the charter are held for the client.

It is recommended that a preliminary itinerary is submitted prior to final payment, so that the routing and hours of service for the driver can be reviewed and approved. At the latest, **the itinerary must be submitted 14 days prior to departure**, and any itinerary changes will be subject to approval and extra charges may apply.

Motorcoaches and minibuses may be restricted to some roads due to road weight limits, bridge heights, bridge weight limits, local road conditions or maintenance. DeNure Charters staff will do our best to accommodate proposed itineraries but changes may be necessary and will be communicated to the group leader along with options and the resulting changes in cost.

A passenger manifest including first and last names of guests must be submitted to DeNure Charters at least 2 business days prior to departure. Along with the passenger manifest, in case of an emergency, DeNure Charters also requires the name and cell phone number of a group leader travelling with the group.

TOLLS, PARKING AND ACCESS FEES

Tolls, parking, and access fees (such as airport access fees) are payable by the client. Toll roads, especially the 407, can reduce travel time, but there is an additional cost. During the preparation of the contract, it can be discussed which fees will be included in the up-front quoted cost, and how miscellaneous fees payable during the trip will be handled.

OVERNIGHT CHARTERS

The client is responsible for providing a single room for the driver's accommodations for overnight charters unless alternate arrangements have been made. DeNure Charters reserves the right to review the intended accommodation to determine the suitability.

DRIVER HOURS OF SERVICE

For the safety of the group and that of other road users, motorcoach driver's hours of service are strictly regulated by Federal and Provincial laws and monitored by an electronic logging device (ELD). These laws limit the number of hours a driver can drive in a day, the length of a work shift, and the number of work hours a driver can accumulate over a multi-day period. Your motorcoach driver will work hard to accommodate customer requests, but in the case of making unplanned stops and detours, sometimes they may simply be unable to oblige. Please make the tour leader riding with the charter aware of these regulations. We thank you in advance for your understanding and cooperation.

The ELD software records all driver and vehicle details. Reports can be generated, and must be provided if requested by authorities. If the driver's hours of service are compromised, the driver and the client tour operator can face charges.

DRIVER HOURS OF SERVICE (continued)

Canadian Driver's Hours Regulations

<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-313/page-1.html#h-719524>

- Maximum hours of driving: 13 hours in a 24-hour day
- Maximum hours on duty: 14 hours on duty, which includes both driving and non-driving duties, and then must have 8 hours off duty before driving again
- Your driver cannot drive after 16 hours has elapsed since the driver started his or her work shift, regardless of the number of on-duty hours.
- Within any period of 7 consecutive days, a driver may not drive after reaching 70 hours of on-duty time.
- Drivers must have a period of at least 24 consecutive hours off-duty in the preceding 14 days.

United States Driver's Hours Regulations

<https://www.fmcsa.dot.gov/regulations/hours-service/summary-hours-service-regulations>

- Maximum hours of driving: 10 hours, and then must have 8 consecutive hours off duty before driving again
- Maximum hours on duty: 15 hours, which includes both driving and non-driving duties
- Within a period of 8 consecutive days, a driver may not drive after reaching 70 hours of on-duty time.

On the day of return, it is assumed that the driving needs and work window for the itinerary will be sufficient (16 hours maximum), or will have been taken into account in the contract details. If delays during the final day require a secondary driver due to hours-of-service requirements, there will be an additional charge for a drop off driver.

SERVICE FEES AND GRATUITIES

For one-day charters, a tip for the driver will be included in the price as a service fee. For multi-day charters, depending on the nature of the charter, a service fee may be included in the price or tips will be paid by the passengers, and this will be established during discussions with the client while the quote for the contract is being prepared.

(Where gratuities are not included in the quotation, a suggested gratuity for the driver is \$5/per person, per day.)

TYPE OF VEHICLE

DeNure Charters motorcoaches are specially designed with fewer seats to offer more leg room for guests, and have a maximum capacity of 48, 52, or 56 seats depending whether a driver sleeper berth is installed. Please advise if your group actually requires more than 52 seats, since additional fees may apply if a larger capacity vehicle is needed. It is our preference to utilize a DeNure motorcoach, however, we reserve the right to substitute a suitable motorcoach from an alternate carrier if scheduling conflicts arise. Features offered on motorcoaches from alternate suppliers may differ from those offered on a DeNure coach. Similarly, the number of seats available on a minibus may differ slightly if a vehicle from an alternate supplier is needed. Providing an accurate number of passengers and capacity requirements for the requested vehicle(s) is important.

SPECIAL CAPACITY REQUIREMENTS

DeNure Charters must be informed if service animals, mobility aids, oxygen, or oversized equipment is to be transported. Ministry of Transportation and the Canadian Border Service Agency restrictions and regulations take precedent over the Accessibility Standard for Customer Service.

Please see also our Accessibility Policy: <http://www.denurecharters.com/accessibility>

WHILE THE CHARTER IS UNDERWAY

ACTS OF GOD/UNCONTROLLABLE EVENTS/BREAKDOWNS

On occasions, such as severe weather conditions, road closures, major accidents etc. DeNure Charters cannot be held responsible for delays or additional costs incurred. As with any mechanical equipment, breakdowns can occur. DeNure Charters will make an effort to ensure the trip continues as soon as possible, but will not compensate for mechanical failures.

SEATBELTS

DeNure Charters has always been committed to the highest safety standards. That's why we are one of very few coach operators in Ontario that have factory installed seat belts since 2013, something that was not required to be on Canadian coaches until 2020. According to provincial law, passengers are required to wear their seatbelt when it is provided on a vehicle.

DRIVER COMMENTARY

Our driver's main focus is the safe handling of the bus. To ensure the safety of all passengers, commentary is not provided by our drivers.

EXPECTATIONS WITH RESPECT TO BEHAVIOUR

Our drivers are experienced and trained to conduct themselves in a professional manner, and the same is expected of the group leader. In addition, it is expected that while on the bus and when interacting with our driver, all travellers will conduct themselves in a respectful and appropriate manner.

FOOD, BEVERAGES, and SMOKING

All beverages brought onto the coach must be in a travel mug with a sealed lid. Guests are invited to eat packaged snacks on board but are asked to refrain from eating any messy food that could stain the upholstery (dairy products, chocolate, fast food meals, etc.) In general, it is assumed that meals will be eaten off the coach.

The consumption of alcohol on the bus is strictly prohibited unless arrangements have been made between the group leader and DeNure Charters prior to departure. The group leader travelling with the group is required to sign an Alcoholic Beverages Affirmation & Waiver assuming full responsibility of relaying the guidelines to the group and ensuring compliance.

SMOKING IS NOT PERMITTED ON THE BUS.

EXCESSIVE CLEANING or DAMAGE

At DeNure Charters, we take pride in keeping our motorcoaches and buses safe, clean and comfortable for our passengers. Applicants will be held responsible for damages and/or extensive cleaning that may be required after their trip, with a minimum fee of \$500.00. The fee will be charged to the credit card on file if there are damages or extensive cleaning is required after the trip. If there is no credit card on file, the damage deposit of \$500 will be payable with the final payment, and will be refunded if there is neither damage nor extensive cleaning required.