

Victory Travel Contract Terms and Conditions

Charter Motorcoach Agreement

Payment Policy: A minimum deposit of **\$200 per coach is required to confirm service. A 10% deposit is required for multi-day contracts.** Customers with pre-approved credit are not subject to the minimum deposit requirement. Confirmation will be based on availability at the time deposit is received. A trip may be canceled by **Victory Travel** if a deposit is not received within fourteen (14) days of the contract date. Full payment is due two (2) weeks prior to date of service. Please make checks or money orders payable to **Victory Travel**. Visa, Mastercard & Discover cards are accepted; **a 3.0 percent convenience fee will be added.**

Returned Check Policy: A \$35 service fee will be charged for all returned checks.

Cancellation Policy: Any cancellations made fourteen (14) days or less are subject to a forfeiture of deposit. For any bus-only charters canceled prior to fourteen (14) days, the deposit will be refunded less a \$75 administrative fee. If a tour package booking is canceled, a \$150 administrative fee will be charged. A flat \$300 per coach cancellation fee is applied if the coach is canceled after reporting for the trip. Also, deposit amounts used to contract hotels, other carriers, entertainment and event tickets may be non-refundable.

Payments: For customers that have credit terms, payment is due upon receipt of invoice. Any invoices that are not paid in 30 days will be subject to a **\$30 late payment fee** and / or assessed interest at a rate of **18%** annually.

Itinerary: Your price may include hotels, motorcoach transportation, meals, tours and attractions as indicated by your itinerary. **All prices are subject to change based on receipt of final itinerary.** Any unexpected itinerary changes made or delays caused by the customer will be billed accordingly. Charges will apply at the current hourly rates.

No Smoking Policy: **Smoking is strictly prohibited on all motorcoaches.** Frequent comfort stops will be made for smoking, use of public restrooms, etc. In addition, smoking rooms at the hotels must be requested at the time of the reservation. If no preference is indicated, **non-smoking rooms** will be assigned.

No Alcohol Policy: Consumption of alcoholic beverages is strictly prohibited on all motorcoaches.

Liability for Delays: Carrier will not be liable for delays caused by accidents, breakdowns, inclement weather, bad road conditions or any other conditions beyond its control. If the carrier deems conditions inadvisable to operate charter service, the carrier will not be liable or held responsible for any damages that may result. Additional costs for transportation, meals, and lodging will become the responsibility of the chartering party in this regard.

Objectionable Persons: Carrier reserves the right to refuse to transport any person under the influence of alcohol or drugs, or whose conduct is such as to make him or her objectionable to the other passengers or the safe operation of the motorcoach.

Cleanliness / Damage to Equipment:

If excessive cleaning is necessary, outside of what represents standard cleaning procedures, the chartering party will be billed accordingly for time spent restoring the coach to pre-trip condition. Any damage to seats, windows or other equipment associated with the coach, caused by any member of the chartering party, shall be the responsibility of the chartering party. Any cost to the carrier for repairs or loss of service, due to such damage, will be the responsibility of the chartering party.

Drivers Hours of Service: By law, a driver is only allowed a maximum of **10 hours actual driving time** after which he / she must have at least 8 consecutive hours off duty. In addition, a driver can only have a **maximum on-duty period of 15 hours**, after which they must have at least 8 consecutive hours off duty. For contracts that exceed these limits, extra driver or additional layover charges may apply.

Equipment: The charges quoted are based on motorcoaches of sufficient seating capacity to accommodate the chartering party. **Victory Travel** reserves the right to subcontract equipment of similar type from another carrier.

Disclosures and Liability: **Victory Travel** is not responsible for any damage, loss, delay, injury or accident due to any act of default of another company or person engaged in providing transportation, lodging, sightseeing or other services which are a part of the trip.