

## Terms & Conditions

### 1. Contract

**1.1** These terms and conditions ("Conditions") form the basis of the contract between You and ST Touring Canada Limited ("Scenic", "We", "Us" or "Our") ("Contract"). It is important that You read the Contract carefully to ensure that You understand Your rights and obligations. Your Contract may also include additional terms and conditions applicable to a special offer or promotion, and/or, depending on your Tour, Destination Specific Terms.

**1.2** You confirm Your understanding and acceptance of the Conditions and the Contract by paying Your Booking Deposit or otherwise paying any part of the price of Your Tour. If you do not understand and accept the Conditions and the terms of the Contract, you should not make any payment to Us and in this case, we will cancel Your Booking in accordance with clause 3.3 of these conditions.

**1.3** If You make a Booking on behalf of any other person, You represent to Us that You have their authority to make the Booking on their behalf and to legally bind them to the terms of the Contract, including the Conditions. Each reference to "You", "Your", "Guest" or "Passenger" means the person who makes the Booking and each other person covered by the Booking.

**1.4** Your Itinerary does not form part of the Contract.

**1.5** We may amend these Conditions from time to time. If We amend the Conditions, We will publish the amended version on Our Website. We will also provide the current version of the Conditions to You upon request. You will be bound by the current version of the Conditions at the time You make Your Booking.

**1.6** If Your Tour includes a Cruise, Your transportation on any river cruise or ocean cruise vessel during Your Tour, will also be subject to the terms and conditions of the Operator of the vessel ("Operator Conditions"). Although the Operator may be related to Us, it is a separate legal entity and business and You will enter a separate contract (based on the Operator Conditions) with each Operator. The Operator Conditions are published on Our Website and are also available on request by contacting one of our team at the Customer Service Contact Address. It is important that You read the Operator Conditions carefully to ensure that You understand Your rights and obligations under them. You confirm Your understanding and acceptance of the Operator Conditions by paying Your Booking Deposit or otherwise paying any part of the price of Your Tour to Us. The Cruise Conditions will be provided with Your cruising ticket, which will be provided to You before Your Cruise. Where the Cruise is on board Scenic Eclipse, the Scenic Cruise Passenger Ticket Terms and Conditions are hereby incorporated into and form part of these Terms & Conditions as if fully set out herein.

**1.7** For other elected activities, the terms and conditions of the operator or service provider will apply. A copy of these separate terms and conditions can be requested by contacting our customer service team at the Customer Service Contact Address and may also be available to view on Our Website. Such terms and conditions (including but not limited to Helicopter Passenger Ticket Terms & Conditions) and a General Waiver are incorporated into and form part of these Conditions.

**1.8** All travel involves risks. We strongly recommend You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with Your Tour including cover for loss of luggage, medical expenses and costs and expenses incurred due to cancellations, delays or other disruptions.

### 2. Meaning of Words

In these Conditions, the following words and expressions have the following meanings:

(a) "Booking" means the booking You have made with Us for the Tour.

(b) "Booking Deposit" means a booking deposit in an amount which We have notified You before You make Your Booking;

(c) "Captain" means the captain of a Cruise Vessel

(d) "Cruise" means a cruise constituting or forming part of Your Tour;

(e) "Cruise Director" means any person designated by Us as the cruise director for any Cruise.

(f) "Cruise Vessel" means a vessel used for the purpose of providing a Cruise and includes the Scenic Eclipse fleet.

(g) "Customer Service Contact Address" means the details for contacting Us set out in clause 13.1 of the Conditions.

(h) "Deposit Protection Plan" means Our deposit protection plan as set out on Our Website and referred to in clause 12.6.

(i) "Destination Specific Terms" means terms and conditions specific to a particular Tour, as published in the Tour Brochure or on Our Website for the relevant Tour, or, where applicable, set out in clause 15 of these Conditions.

(j) "Discovery Team Leader" means any person designated by Us as the Discovery Team Leader for any Cruise forming part of Your Itinerary

(k) "Drone" means an unmanned aerial vehicle or UAV, being an aircraft of any size that operates without a pilot on board.

(l) "Force Majeure Event" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions or act of nature, loss of power, epidemics or pandemics, industrial

disputes, slow-downs or other strike activities, political unrest, riots or civil disturbances, prohibitions or acts of government, semi government or other authorities, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Tour beyond Our control.

(m) "Future Travel Credit" means a credit Issued by Us to You if We cancel Your Booking as a result of the occurrence of a Force Majeure Event under clause 5.4(a) (ii) of these Conditions which may be redeemed against a future booking in accordance with clause 5.4(b).

(n) "General Waiver" means the general waiver available at Our Website.

(o) "Guest Contact Details" means Your contact details which You have provided to Us at the time of making Your Booking, as amended by any written notice You may provide to Us from time to time in accordance with clause 14.1 of these Conditions.

(p) "Helicopter Passenger Terms and Conditions" means the helicopter passenger terms and conditions available on Our Website.

(q) "Itinerary" means the Itinerary for Your Tour issued by Us, subject to any amendments made by Us from time to time in accordance with the Contract.

(r) "Operator" means the owner or operator of a river cruise vessel, who is a separate legal entity and business, whether or not related to Us.

(s) "Operator Conditions" means the Operator's conditions of carriage for a Cruise vessel, which are available on our Website and otherwise on request to Us.

(t) "Personal Information" means information about You and any other person for whom You make a Booking, including Your name, address, phone number and other contact details, details of Your next of kin, Your passport number, credit or debit card details, and information about Your health, medical needs, dietary requirements and any disabilities or other special requirements.

(u) "Service Provider" means any independent contractor engaged by Us to provide a Tour or any part of a Tour, and includes an Operator.

(v) "Tour" means a tour or journey package offered or provided by Us.

(w) "Tour Brochure" means the brochure for Your Tour published by Us in hard copy or electronically and includes any amendments notified on Our Website from time to time.

(x) "Tour Departure Date" means the scheduled departure date for the Tour set out in Your Itinerary.

(y) "Tour Director" means any person designated by Us as the tour director for Your Tour.

(z) "Tour Price" means the total amount payable by You for the Tour. It includes the Booking Deposit.

(aa) "Validity Period" means in respect of a Tour Brochure, the validity period stated in that brochure.

(bb) "Website" means Scenic's website at [www.scenic.ca](http://www.scenic.ca)

(cc) "Your Tour" means the Tour You have booked with Us, as outlined in Your Itinerary

### 3. Booking and Payment

**3.1** You may make a Booking directly with Us or through a travel agent. Your Booking will be confirmed only when We have received:

(a) Your Booking Deposit; or

(b) If Your Booking is made 90 days or less before the Tour Departure Date, the Tour Price and all other amounts payable under the Contract.

**3.2** Except as indicated in clause 3.8, We will notify You of the Tour Price and provide You with Your Itinerary at the time of making Your Booking.

**3.3** You must pay Your Booking Deposit within 7 days after making Your Booking. If We do not receive Your Booking Deposit within 7 days after You make Your Booking, We will automatically cancel Your Booking without further notice to You.

**3.4** If You have made Your Booking through a travel agent, Your travel agent should forward Your Booking Deposit or Tour Price to Us on Your behalf. However, payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us only when We receive payment from Your travel agent.

**3.5** Any accommodation, sightseeing or flights We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Tour Price and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit and Tour Price at the time which We notify You at or before You make Your Booking. Any requests for such additional services will not be processed until Your Booking Deposit is paid in full.

**3.6** For some special offers, We may require payment of a further deposit before the balance of the Tour Price is due. We will notify You of any such requirement before You complete Your Booking and will confirm the payment details when we confirm Your Booking. You must make payment by the date notified by Us.

**3.7** Except as required by law or in accordance with the Deposit Protection Plan or as otherwise provided in the Contract, Booking Deposits are not refundable and are not transferable to other Tours or Bookings.

**3.8** If You make Your Booking within 90 days of Your Tour Departure Date, You must pay Your Booking Deposit before We can process Your Booking and confirm Your Tour Price. Your Booking is not confirmed until You have paid the Tour Price. We will notify You of the Tour Price promptly after We have calculated it. If You do not confirm Your acceptance of the Tour Price in writing within 7 days of receipt of notification from Us, You will be deemed to have rejected the Tour Price. If You notify Us that You have rejected the Tour Price or if You are deemed to have rejected the Tour Price, We will cancel Your Booking and refund Your Booking Deposit. If You accept the Tour Price, You must pay the outstanding Tour Price within 24 hours of Us notifying You of the Tour Price, or We will cancel Your Booking and retain Your Booking Deposit.

**3.9** If clause 3.8 does not apply, You must pay to Us the balance of the Tour Price and all other amounts payable under the Contract no later than 100 days before the Tour Departure Date. If Your Tour includes a Cruise You must pay the balance of the Tour Price to Us no later than 130 days before the Tour Departure Date.

**3.10** If You wish to change any incidental component of Your Booking, such as any pre or post-tour accommodation or add-ons, You must contact Us. We may accept or reject Your request at Our absolute discretion and if We accept, You must pay a change fee to Us for each change in accordance with clause 4.6(b) of these Conditions and any additional costs resulting from the change. Additional costs may include additional overnight accommodation required as a result of any change to Your flights.

**3.11** You may cancel a Booking by sending Us written notice of cancellation at the Customer Service Contact Address. If You cancel a Booking You will be liable to pay a cancellation fee in accordance with clause 4.7 of these Conditions.

**3.12** A name change for a Guest or a change to the Tour Departure Date is considered a cancellation of the original Booking.

### 4. Prices, inclusions and fees

**4.1** All Tour Prices are quoted in Canadian Dollars.

**4.2** Your Tour Price includes all coach, rail and cruise travel set out in the Itinerary; the services of a Cruise Director, Discovery Leader (if applicable) and/or Tour Director; airport transfers outside Canada; meals as specified in Your Itinerary; economy class group flights and air taxes as set out in your Itinerary; accommodation; sightseeing and admissions; and where stated in Your Itinerary; port charges; all gratuities and tipping; and any other specific inclusions identified in Your Itinerary.

**4.3** Unless expressly listed in Your Itinerary as an inclusion, Your Tour Price does not include airfares and associated fees, charges and taxes; additional optional activities; accommodation upgrades; meals not specified in Your Itinerary; drinks; laundry; passport fees; visas; vaccinations; medical assistance; medical services on board Scenic Eclipse; Spa and beauty treatments in the Spa Sanctuary; government taxes and charges (excluding GST); or any items or expenses of a personal nature. All helicopter, submarine and scuba diving experiences are an additional cost.

**4.4** Unless stated as an inclusion in Your itinerary, overnight accommodation required to meet Your Tour and/or any flight connections are not included in the Tour Price and will be at Your expense.

**4.5** We reserve the right not to honour any published prices that We determine were erroneous due to printing, electronic, or clerical error. If You make a Booking based on erroneous pricing, We will offer You the option of cancelling the Booking and receiving a refund of any amount paid by You or confirming the Booking by paying the difference between the erroneous price and the correct price, as determined by Us.

**4.6** The following Fees are payable in addition to the Tour Price:

(a) If You book 21 days or less before the Tour Departure Date, You must pay a late booking fee of \$50.00 per Booking.

(b) If You change Your Booking, other than by varying the Tour Departure Date, You must pay a change fee of \$50.00 per Booking. This fee is on account of administrative expenses incurred by Us in changing Your Tour and is a genuine and reasonable estimate of Our expenses.

**4.7** If You cancel Your Tour for any reason prior to Your Tour Departure Date (including by changing Your Tour Departure Date or the name of a Guest), You will be liable for the following cancellation fee:

Days of notice prior to Tour/journey commencement	Cancellation charge (per person)
130 days and over	Loss of deposit
129 to 91 days	50% of Tour Price
90 days and less	100% of Tour Price

You may also be liable to pay cancellation fees to air carriers and other third parties.

**4.8** We may vary Your Tour Price at any time before You have paid the Tour Price in full to the extent necessary to meet any

increase in the Tour costs for reasons outside Our control, including airfares, fuel, government taxes and charges, exchange rate fluctuations or other Tour related costs or tariffs. We will not vary the Tour Price after We have received the total Tour Price from You, regardless of any increases in the costs incurred by Us. We will notify You of any such variation using the Guest Contact Details.

**4.9** You are responsible for and must pay for all costs and expenses incurred by You as a result of any change made by You to Your Itinerary after Your Tour Departure Date. This includes changes due to illness or other personal reasons.

#### 5. Cancellation, delays and changes to Your Itinerary

**5.1** Although we reserve the right to cancel, delay or alter a Cruise for operational reasons, we will generally not cancel or consolidate a Cruise due to lack of passenger numbers. However, if minimum passenger numbers are not met, we reserve the right to limit the facilities, amenities and activities available on the Cruise Vessel.

**5.2** We will use reasonable endeavours to make any decision to cancel or delay a Tour or Cruise, and to notify You of that decision, at least 60 days prior to the scheduled Tour Departure Date.

**5.3** If We cancel or delay the departure of a Tour by 7 days or more, for whatever reason, before departure for any reason other than as a result of the occurrence of a Force Majeure Event:

(a) We will use reasonable endeavours to offer You the closest available Tour or Cruise departure. If the proposed alternative Tour or Cruise is:

(i) cheaper than Your original Tour Price, We will refund the difference to You; or  
(ii) more expensive than Your original Tour Price, You must pay the difference to Us;

(b) if You accept the proposed alternative Tour or Cruise, Your Itinerary will be amended accordingly and We will give You an updated Itinerary;

(c) if You do not accept the proposed alternative Tour or Cruise within 7 days of being notified by Us of the alternative, We will cancel Your Booking and terminate the Contract, refund to You all monies paid directly to Us, excluding any flights which were booked by Us and will have no further liability to You; and

(d) We are not liable for any third party costs You may incur, for example airfares if booked through Us or independently or other arrangements booked independently through or paid to a travel agent.

**5.4** If, as a result of the occurrence of a Force Majeure Event, We:

(a) cancel or delay the departure of a Tour We will:

(i) cancel Your Booking and terminate the Contract;  
(ii) issue You with a Future Travel Credit to the value of all monies You have paid directly to Us, excluding any flights which were booked by Us for the cancelled Booking; and  
(iii) not refund any amounts You have paid directly to Us for the cancelled Booking; and

(b) cancel a Tour after commencement We will:

(i) cancel Your Booking and terminate the Contract;  
(ii) issue You with a Future Travel Credit to the value of the unused Tour Price, excluding any flights which were booked by Us, You have paid directly to Us for the cancelled Booking; and  
(iii) not refund any amounts You have paid directly to Us for the cancelled Booking;

(c) if We issue a Future Travel Credit to You:

(i) You may apply the Future Travel Credit towards any future booking for a Tour with a scheduled departure date within 24 months after the date on which We cancel Your Booking;  
(ii) You may, with our prior written consent, which we will not unreasonably refuse, transfer it to another person to apply towards any future booking for a Tour with a scheduled departure date within 24 months after the date on which We cancel Your Booking;  
(iii) its use for any future booking is subject to availability;  
(iv) the Future Travel Credit is not redeemable in whole or in part for cash and will expire to the extent it is not used; and  
(v) You (or the person to whom the Future Travel Credit is transferred) must pay any shortfall between the value of the Future Travel Credit and the Tour Price for the new Booking in accordance with clause 3 of these Conditions.

**5.5** We will use reasonable endeavours to provide the Tour You have booked in accordance with Your Itinerary. However, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your Itinerary and the Operator may need to make alterations to the Tour or Your Itinerary, before or after the commencement of the Tour. Where, due to circumstances outside the Operator's control, We are unable to provide the Tour in accordance with Your Itinerary, We will use reasonable endeavours to:

(a) give You reasonable notice of any alterations, but there may be circumstances beyond Our control in which alterations will be required with little, or no, advance notice; and  
(b) provide or arrange appropriate alternative activities, transport and accommodation as required.

**5.6** The circumstances in which Your Itinerary or the Tour may be altered include:

(a) tidal waters or high or low water levels in any ocean or sea,

river, canal, bay, cove or port;

(b) port closures or port restrictions due to weather or other operational reasons

(c) lock closures, unscheduled vessel maintenance or other operational reasons;

(d) road, river, ice or weather conditions;

(e) national or local holidays affecting the closure of public buildings or attractions;

(f) Force Majeure Events;

(g) emergency events, accidents, injuries or other incidents involving You or other passengers; and

(h) any other event beyond Our control.

**5.7** Alterations to Your Itinerary or the Tour may include:

(a) substitution of vessels for part or the whole of a Tour;

(b) cabin changes on a vessel;

(c) substitution of another port or anchor location;

(d) additional embarkations and disembarkations;

(e) substitution of alternate transportation, including the use of motor coaches;

(f) substitution of hotel accommodation for accommodation on a vessel;

(g) alterations to arrival and departure times;

(h) alterations to sightseeing activities; and

(i) reductions or increases in the time spent at a location.

**5.8** If We or the Operator substitute any vessel, motor coach or accommodation under this clause 5, We or they will use reasonable endeavours to provide You with a substitution of equivalent specification or quality, but some services and facilities may not be available for all substitute arrangements.

**5.9** Any changes to Your Itinerary will be notified to You:

(a) if prior to Your Tour Departure Date, by phone, email or post using the Guest Contact Details or via Your travel agent; or  
(b) if during Your Tour, personally by Your Cruise Director or Tour Director.

**5.10** To the maximum extent permitted by law, You agree that We are not liable to You for, and You release Us from, any cost, claim, loss, damage or expense whatsoever arising either directly or indirectly in connection with any alteration to Your Itinerary or substitution carried out in accordance with this clause 5, including without limitation any:

(a) claim for distress, disappointment or loss of enjoyment arising from the alteration;

(b) additional personal expenses incurred by You, including for food, beverages and personal items; or

(c) costs associated with any other travel arrangements affected by the changes, including any costs and expenses incurred by You for cancelling or changing those other arrangements or arising from a failure to meet a connection.

#### 6. Your Tour obligations

**6.1** For the comfort and safety of You and Your fellow passengers and other people, You must follow the Captain, Discovery Team Leader and Cruise Director's instructions at all times.

**6.2** If We, the Captain, Discovery Team Leader or Cruise Director or Our staff or any Service Provider consider You are negatively affecting Your own health, safety or enjoyment, or that of other passengers, including by refusing to comply with instructions of the Captain, Discovery Team Leader or the Cruise Director, We may terminate the Contract and withdraw You from the Tour with immediate effect. If it is reasonably practicable to do so, the Captain, Discovery Team Leader or Cruise Director will provide a warning to You and allow You an opportunity to rectify Your behaviour before We withdraw You from the Tour.

**6.3** If You are withdrawn from the Tour under clause 6.2, You must make Your own travel and other arrangements at Your own expense and We are not liable to You for any loss, cost or damage You may suffer or incur.

**6.4** You must have a valid passport with an expiry date of at least six (6) months after the last scheduled day of Your Tour.

**6.5** You must ensure that You obtain prior to the Tour Departure Date all required entry visas for all countries to be visited during the Tour, as failure to obtain correct documentation may affect Your participation in certain shore excursions and entry to certain countries during the Tour.

**6.6** If You do not have the correct visa or other documentation necessary to enter a country or participate in any aspect of a Tour ("Documentation"):

(a) We will not refund to You all or any portion of the Tour Price; and

(b) You will be responsible for any costs You incur as a result of Your failure to obtain the required Documentation, including any costs associated with re-joining the Tour.

**6.7** If You are unhappy with something that does or does not happen on Your Tour, You must first use all reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal. In the first instance You should raise Your concern with the Tour Director or the Cruise Director as soon as reasonably practicable, as it may be possible for them to take steps to resolve Your concern with minimal delay.

#### 7. Notification of General Risks

**7.1** You acknowledge and agree that there are general risks associated with travelling, which are beyond Our control and We are not liable to You for any loss, cost or damage You may incur

as a result of these general risks. Such general risks include:

(a) Tour variations or interruptions caused by road, river, ocean or sea, ice or weather conditions; national or local holidays affecting the closure of public buildings and attractions; Force Majeure Events; tidal water levels, high water levels; low water levels; flooding; unfavourable ice, or weather conditions; port or lock closures; unscheduled vessel or vehicle maintenance; or any unforeseen events or emergency situations

(b) changes to the Tour and Your Itinerary in the circumstances described in clause 5.6 of these Conditions;

(c) forces of nature; illness; flight schedule changes or cancellations; loss of luggage; epidemics or pandemics; political unrest; accidents; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or  
(d) other circumstances beyond Our control.

**7.2** You must make Your own enquiries regarding Your Tour, including being aware of any relevant government travel safety warnings.

#### 8. Liability

**8.1** Nothing in these Conditions or the Contract operates to exclude, restrict or modify the application of any provision of the Business Practices and Consumer Protection Act (British Columbia) or any equivalent Canadian Federal, Provincial or Territorial legislation that may be applicable, or any United States of America Federal, State or Territory legislation, or the Australian Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, the exercise of a right conferred by any such provision, or any of Our liability for breach of a guarantee, condition or warranty implied by any such provision, where it is unlawful to do so. All exclusions and limitations of Our liability under the Contract must be read subject to this clause.

**8.2** You acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:

(a) any Tour risks or other aspects of the Tour disclosed to You in the Contract;

(b) any change to Your Itinerary or delays in departure or arrival times of aircraft, vessels or otherwise during the conduct of the Tour;

(c) any loss or damage to Your baggage or belongings;

(d) any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurateurs, transportation providers and medical personnel; or

(e) any disappointment or loss of enjoyment due to circumstances outlined in the Contract or otherwise beyond Our control.

**8.3** Subject to clause 8.1, but despite any other provision of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Tour Price You have paid to Us.

**8.4** To the maximum extent permitted by law and subject to clause 8.1, You acknowledge and agree We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

**8.5** To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded. Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following at Our option:

(a) in the case of goods: the repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacement or supply of equivalent goods; or

(b) in the case of services: supplying the services again or payment of the cost of supplying the services again.

**8.6** Subject to clause 8.1, You acknowledge and agree that where Your Tour, any part of Your Tour, accommodation, flights or any other good or service are not directly provided by Us, but is provided by a Service Provider, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider, You must pursue Your claim directly against the relevant Service Provider.

#### 9. Force Majeure Event

**9.1** If the performance of Our or a Service Provider's obligations is prevented, delayed or materially affected by a Force Majeure Event, those obligations are suspended for the duration of the Force Majeure Event.

**9.2** We may cancel or delay a Tour as a result of the occurrence of a Force Majeure Event which prevents, materially affects or delays, or which we reasonably determine is likely to prevent, materially affect or delay, Our or a Service Provider's ability to provide the Tour:

(a) in accordance with the Contract or the Itinerary; or

(b) to what we consider is Our or the Service Provider's usual standards.

**9.3** We will use reasonable endeavours to give You notice as soon as reasonably practicable of the occurrence of a Force Majeure

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Event that prevents, materially affects or delays, or is likely to prevent, materially affect or delay, the performance by Us or a Service Provider of our obligations under the Contract.

**9.4** If we cancel or delay a Tour in the circumstances described in clause 9.2:

(a) to the maximum extent permitted by law, Your sole and exclusive rights and remedies will be those set out in clause 5.4 of these Conditions;

(b) You acknowledge and agree that We are not otherwise liable for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of the Force Majeure Event.

### 10. Privacy and Data Protection

**10.1** In order for Us to process Your Booking and provide the Tour to You, You will need to provide to Us, and We will need to use Personal Information. We will need to provide Your Personal Information to Service Providers, as well as customs and immigration authorities. We may also provide Your Personal Information to security and credit checking organisations. Some of the persons to whom We provide Your Personal Information are located overseas, including in countries that may not provide the same level of protection of Personal Information as Canada. By making a Booking You give Us Your consent to use and disclose Your Personal Information in the manner described in this clause 10.1.

**10.2** We may also use Your name and the Guest Contact Details for marketing purposes, unless You tell Us that You do not want Us to do so. You may do this by contacting the Customer Service Contact Address.

**10.3** We will otherwise deal with Your Personal Information in accordance with Our privacy policy, which can be found on Our Website or provided on request.

### 11. General Provisions

**11.1** We may only waive a right or remedy created under these Conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right.

**11.2** The Contract is governed by the laws of the Province of British Columbia, and the laws of Canada applicable therein.

**11.3** The parties submit to the non-exclusive jurisdiction of the courts of British Columbia, Canada and any courts competent to hear appeals from those courts.

**11.4** Any term which is, by its nature, intended to survive termination of the Contract survives termination.

**11.5** In these Conditions, unless the context otherwise indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes the plural and vice versa;
- (c) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
- (d) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (e) the word 'include' in any form is not a word of limitation;
- (f) no rules of construction apply to Our disadvantage on the basis that these Conditions or the Contract were prepared by Us;
- (g) a reference to a natural person includes their personal representatives; and
- (h) a reference to a body (including institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

**11.6** The Tour Brochure is valid for Tour Departure Dates during the Validity Period unless otherwise indicated in Your Itinerary, and supersedes all previous brochures.

### 12. Important notices about Your Tour

#### 12.1 Tour Participation

**(a) Special needs:** We welcome You if You have a disability or other special need, provided You are accompanied by a companion capable of providing all the assistance You require. Please note that although We will use reasonable endeavours to provide You with all the activities on Your Itinerary, depending on Your disability, You may not be able to participate in every activity and the Captain, Discovery Team Leader or Cruise Director will have the right to refuse Your participation if the Captain, Discovery Team Leader or Cruise Director believes Your health and safety or the health and safety of any other person may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of Booking.

**(b) Facilities:** It is important to note that:

- (i) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) while the vessel is tied up or at anchor, or on to motor coaches, tenders, Discovery experiences including but not limited to Zodiacs, kayaks and submarine; and
- (ii) collapsible walkers may be taken onto tender vessels for transfer to shore for the included touring. Walkers are however unable to be taken on the zodiacs at any time due to space

restrictions. The walkers will be stored in the guest's suite – there is no additional storage space on board.

(iii) guests must be able to walk up/down stairs in the event of an emergency to reach emergency evacuation points.

(iv) motorised scooters cannot be used on board

(v) wheelchairs and walkers can be carried in the luggage compartment of motorcoaches subject to space limitations.

(vi) embarking and disembarking the tenders, Zodiacs, kayaks and submarine are via a mud room/change room with steps leading to a marina platform and requires the ability to step into and out of these vessels unaided.

**(c) Our discretion:** We may, in Our absolute discretion, decline Your Booking if We are of the view that:

- (i) We cannot adequately provide for any or all of Your special needs;
- (ii) Your health, safety or enjoyment, or that of any other passengers attending the Tour may be at risk; or
- (iii) You cannot or will not abide by any reasonable directions of the Captain, Discovery Team Leader or Cruise Director.

#### 12.2 Cruises

If Your Tour includes a Cruise, the following provisions apply:

**(a) Deckplan:** The deck plan, cabin sizes, images, inclusions and cabin layout in the Tour Brochure are indicative only and may vary. Pictured representations of cabins or rooms in Tour Brochures are not drawn to scale. Suite dimensions within each category may vary in size depending on their location on each deck. Suite measurements are based on gross calculations and include internal technical spaces.

**(b) Cruise Cabins:** Your Tour Price is based on the Cabin category indicated in the Tour Brochure. Upgrades are subject to availability and will be at an additional cost.

**(c) Port arrival and departure times:** arrival and departure times are an indication only and are always subject to change without notice.

**(d) Cruise Itinerary:** we reserve the right to substitute or cancel scheduled ports of call which, in our sole judgement and discretion, is justified for any reason and to do so without liability for any loss whatsoever to guests as a result of said change(s).

**(e) Photography:** Our tours offer some of the most spectacular and beautiful photographic scenery in the world. However, We cannot guarantee that every scene or highlighted featured in a Tour Brochure or Itinerary will be available on each Tour. No refund or other compensation will be available for any resulting missed scene or photographic "opportunity".

**(f) Smoking:** Smoking is limited to designated smoking areas during Your Tour.

(i) You acknowledge that We may restrict smoking to specific times and locations during Your Cruise for the comfort of all passengers.

(ii) Smoking is not permitted on coaches or such other places as nominated by Us from time to time.

(iii) Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the Tour, We cannot guarantee such opportunities will be available.

**(g) Noise, vibration and odour:** While the Operators take reasonable steps to minimise noise, vibration and odours on the cruise vessels, You acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels, and that We accept no responsibility, and will not be liable to You in relation to any such noise, vibration or odour.

#### (h) Medical Services:

(i) A medical centre is available onboard Scenic Eclipse and will be staffed according to the destination.

(ii) Due to the large number of passengers on board, We cannot provide a personal escort for medical visits.

(iii) We are not, and our Service Providers and the Operators are not, liable regarding the provision of any medical care You may require or choose to accept during your Tour.

(iv) You acknowledge that Antarctica, the Americas, Transatlantic crossings and the Arctic & Fjords regions are remote areas with limited medical facilities available.

#### (i) Currency and credit cards

(i) All purchases on board a charge to Your shipboard account. The on-board currency is the US Dollar.

(ii) Shipboard accounts may be paid by US Dollar or credit card.

**(j) Wi Fi and Internet Service:** Internet facilities are available on board up to a pre-determined limit per suite at no additional charge. Any additional usage will be charged to the guest's suite.

(i) Complimentary Internet service does not apply to any third-party suppliers.

(ii) Internet availability and quality may vary from country to country and can also be affected by technical issues, weather or unfavourable terrain and other factors outside Our control.

(iii) We do not guarantee the availability or quality of Internet connections or services.

**(k) All-inclusive beverages:** If Your Tour includes an all-inclusive beverage package, the following provisions apply:

(i) all standard beverages are included in the Tour Price while you are on board Scenic Eclipse. This includes champagne, beer,

wine, soft drinks, fruit juices, specialty teas and coffee and standard spirits. It also includes daily replenishment of the suite minibars.

(ii) Selected items such as a very small number of rare, fine and vintage wines, champagnes and spirits are not included in the package and may be available at an additional charge.

(iii) Responsible service of alcohol is adhered to by all staff on board of all vessels and We reserve the right to refuse service.

(iv) The all-inclusive beverages package does not apply to any third-party suppliers, including in the circumstances contemplated in clause 5.7 of these Conditions.

#### 12.3 Drones

**(a) General prohibition:** Unless provided by Us or an Operator as part of an organised activity during Your Tour, the use of Drones is strictly prohibited at all times on Your Tour.

**(b) Legal restrictions:** You should also be aware that, in addition to the prohibition in paragraph (a), the use of Drones is regulated or prohibited by law in many locations and unlawful use may result in arrest or prosecution by the relevant authorities.

**(c) Organised Activities:** If We or an Operator allow You to operate a Drone as part of an organised activity during Your Tour, You must strictly comply with all instructions of the activity leader.

### 13. Additional Important Information

#### 13.1 Air Travel and baggage

##### (a) Airfare Conditions

(i) All airfares are subject to availability and conditions apply.

(ii) Our reservations consultant will book an appropriate fare for Your Tour.

(iii) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our tours. Full details and conditions may be obtained from Our reservations consultant or Your travel agent. If You have any questions or concerns please contact Our reservations consultant or Your travel agent.

(iv) Airfares booked as part of Your Tour will be through an appropriate route although may not be a direct flight; some included flights are unescorted. If You request a customised route or direct flight You will be responsible for all additional costs.

(v) Depending on departure date and time of booking the required booking class for airfare offer may be too far in advance to book with the appropriate airline. If the required booking class is unavailable air surcharges may apply. The flight quote including air taxes and surcharges will be confirmed once all air sectors are booked and confirmed.

(vi) Taxes are defined as all airline and government taxes and surcharges. Taxes are subject to change and will be advised at the time of flight reservation.

(vii) All flights are subject to schedule changes and class downgrades as determined by the operating airline. You acknowledge and agree that We accept no responsibility and will not be liable to You for any costs associated with these changes.

(viii) All airfares are subject to availability and scheduled for travel to meet the Tour Departure Dates set out in the Tour Brochure. Any requests outside of the tour dates may incur seasonal surcharges as enforced by the airline.

##### (b) Airport Transfers

(i) Airport transfers are only available on the first and last day of Your Tour and at times We designate. Transfers outside these times will be at Your expense and must be secured by Your own arrangements.

(ii) Passengers who have purchased Our pre and post Tour hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Tour start or end city only, on the day of the pre or post accommodation booking.

(iii) If You do not book Your flights with Us, You must ensure Your flight details are provided to Us at least 90 days before the Tour Departure Date by:

(a) entering Your flight details at the trip personaliser on the Website; or

(b) contacting Us at the Customer Service Contact Address.

(iv) No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations.

(v) If You miss the pre-booked transfer You will be responsible for making Your own way to the Tour departure point, at Your own expense.

(vi) Unless expressly stated in Your Itinerary, airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers, including VIP transfer are not available in all locations. Please enquire for further details.

**(c) Carriers:** The carriers (including air carriers, rail and sea carriers used in association with the tours) are not responsible for statements or features in Tour Brochures. The conditions of carriage of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers and only act as agent in arranging services from the carriers.

##### (d) Luggage

(i) Tour participants are entitled to one suitcase per person.

Your suitcase must not exceed 76 x 53 x 28cms (30" x 21" x 11") and must not weigh more than 23kg (50lbs). All luggage must be stored in your suite; there are no additional luggage storage facilities available.

- (ii) Airline passengers should consult with their airline as size and weight restrictions may vary from airline to airline and according to the class booked.
- (iii) It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.
- (iv) You will be responsible for any excess baggage charges.

### 13.2 Sightseeing, Excursions and Special Activities on Tour

**(a) Sightseeing:** Sightseeing in many historic villages, towns and cities can only be undertaken by walking tours as motorcoach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces.

**(b) Mountain Excursions:** Some tours include mountain excursions involving high altitudes. Please consult with Your doctor to ensure that You have an adequate level of fitness and are in good health before participating in these excursions.

**(c) Scenic Freechoice:** All Scenic Freechoice activities and Scenic Freechoice Dining can be booked while on Tour with Your Cruise Director or Tour Director (unless otherwise stated) and are subject to availability, seasonal and operational factors. Some activities require a minimum or maximum number of participants to operate.

**(d) Scenic Enrich:** It may not always be possible to offer every Scenic Enrich activity in the Tour Brochure on Your Tour. Wherever possible, suitable alternatives will be provided without liability to You.

### 13.3 Passenger Requirements

**(a) Special Diets:** You must advise Us in writing of any and all special requests and dietary requirements at the time of Booking. We will make every reasonable effort to accommodate Your dietary requests but cannot guarantee that such requests can be met.

**(b) Vaccinations:** It is Your responsibility to ensure You have all required vaccinations for Your Tour and We recommend You refer to [www.travel.gc.ca](http://www.travel.gc.ca) for full details and also consult Your doctor.

**(c) Medical Conditions:** We strongly recommend a visit to Your doctor prior to Your Tour.

### (d) Solo Passengers and Single Accommodation

(i) Prices quoted in Tour Brochures are on a twin share basis. If Your Booking is not a twin share booking We will notify You of the applicable single supplement rate (200%), (Single Supplement Rate), and You must pay the Single Supplement Rate for the Tour, at the time of Booking.

(ii) A limited number of single suites are available at a Single Supplement Rate for each Tour.

### (e) Young Passengers:

(i) Passengers under the age of 18 years (as at the Tour Departure Date) must be accompanied by an adult and share their accommodation with an adult.

(ii) Children under the age of 12 years are not encouraged (with the exception of Christmas tours and Cruises) and are accepted or rejected at Our sole discretion.

### 13.4 Maps, Pictures and Images

**(a) Maps:** Maps or tour depictions contained in Tour Brochures or any other brochures We issue are intended as an indication only and should not be relied upon as the actual route to be taken during the Tour.

**(b) Images:** All images in Tour Brochures represent typical scenes and descriptive detail for each Tour, however it is possible that the particular subject matter may not be seen or experienced on Your Tour. Also, some pictures may have been digitally enhanced.

### 13.5 Hotel Accommodation

**(a) Substitution:** We may substitute hotel accommodation of a similar standard in the place of the advertised hotel due to hotel availability issues. Any changes will be notified once confirmed with the hotel.

**(b) Responsibility:** Although We have taken reasonable steps to secure the most suitable hotel accommodation in the area of the Tour, We are not liable to You for the quality, size or fitness of hotel rooms.

### 13.6 Deposit Protection Plan

Our Deposit Protection Plan is available at a cost of \$250 per person per Tour excluding Amazon cruises, Galapagos cruises, Russian cruises and Russian cruises and tours. The cost is non-refundable and must be paid at the time of Booking Your Tour. The Deposit Protection Plan does not, nor is it intended to, replace travel insurance. Details and terms and conditions of the Deposit Protection Plan are available on Our Website.

### 14. Contact Details

14.1 To make, change or cancel a Booking or to make any enquiries regarding a Booking or to otherwise give Us any notice in accordance with the Contract, You should contact Our customer service centre as follows:

Email: [info@scenic.ca](mailto:info@scenic.ca)

Telephone: 1-866-689-8611

Postal: Suite 1025-401 West Georgia Street, Vancouver, BC, V6B 5A1

This is the Customer Service Contact Address.

14.2 Our customer service centre is open from 7.00am to 4.00pm Monday to Friday (excluding public holidays in Canada) (Pacific Standard Time). Although We hope You won't need it, Our after-hours emergency number when calling in Canada is +1-857-415-5751. Other emergency contact details are included in Your travel documents.

14.3 If You need to contact Us during Your Tour, We recommend that if it is practicable to do so, in the first instance You should try to contact the Discovery Leader, Tour Director or Cruise Director. Depending on the purpose of Your contact, they may be able to assist You, but otherwise they may direct You to contact Our customer service centre.

14.4 We will use the Guest Contact Details if We need to contact You before the Tour Departure Date. It is therefore very important that You keep the Guest Contact Details up to date and notify Us immediately of any changes. To update Your Guest Contact Details, please contact Us at the Customer Service Contact Address.

### 15. Destination Specific Terms

15.1 We reserve the right to charge a per person fuel supplement in the event that the Brent\* Crude oil increases materially any time after 28 February 2019 up to and including the day of embarkation. \*Brent crude oil prices are published on [www.Bloomberg.com](http://www.Bloomberg.com).

15.2 Not later than 15 days before the Tour Departure Date, expectant mothers are required to supply a medical certificate establishing their fitness for travel at the time they are due to travel. The certificate must be signed by a medical practitioner, include the estimated delivery date and be dated not earlier than 30 days before the Tour Departure Date. In any event, We are unable to accommodate, and will not allow to participate in the Tour, any woman who has entered her twenty-fourth (24th) week of pregnancy prior to the Tour Departure Date, or who will do so at any time during the Tour, and, to the maximum extent permitted by law, will not be responsible or liable for any complication relative to any pregnancy during the entire duration of the Cruise or thereafter. Additionally, airlines may have restrictions that may differ from Ours. Please contact your travel professional or airline for details.

15.3 Unscheduled Embarkation / Disembarkation: International cabotage laws may prohibit guests from embarking or disembarking their voyage in any port except the main scheduled embarkation and disembarkation ports. Only those guests with a medical emergency may be allowed to embark or disembark the Cruise Vessel at an unscheduled embark / disembark port. If an unscheduled embarkation or disembarkation is permitted as a result of an emergency, those guests may incur additional charges intended to cover any fine or penalty levied against Scenic and any other additional costs. Such additional costs will be added to the guests' on board account prior to disembarking.

15.4 We strongly recommend that You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with Your Cruise/Journey including cover for loss of luggage, medical expenses, costs and expenses incurred due to cancellations, delays or other disruptions or medical evacuation in remote areas.

15.5 You must complete a mandatory medical questionnaire (to be provided 90 days prior to departure) between 90 and 60 days prior to the Tour Departure Date and must be returned to Scenic not later than 60 days prior to the Tour Departure Date. Any medical certificate issued earlier than 90 days before the Tour Departure date will not be accepted. Any guest who has not completed and returned their medical certificate will not be cleared for embarkation and will not benefit from any refund.

15.6 Service Animals: Due to the sensitive environments and regulatory regulations of the region travelled to, we are unable to accept service animals on the Cruise.

15.7 Antarctica, the Americas, Transatlantic crossings, Arctic & Fjords and other remote Regions:

(a) Highlights and wildlife encounters as outlined in the Itinerary are possible experiences only and cannot be guaranteed.

Your Captain, Discovery Team Leader or Cruise Director will determine opportunities for exploration taking into account the prevailing weather, wildlife activity and ice conditions.

(b) Laundry and internet facilities may be limited while cruising in these regions.

(c) Complimentary Polar Parka and special Polar boot use is included for all Cruises to Antarctica, South Georgia and the Arctic & Fjords.

(d) As a condition of travelling to Antarctica or Arctic & Fjords on a Tour, you must provide to Us, at least 10 days before the Tour Departure Date:

- (i) evidence that You hold comprehensive insurance, including medical evacuation coverage; or
- (ii) evidence that You have access to available funds of not less than \$150,000 USD; or
- (iii) a bond or other security, satisfactory to Us, in Our absolute discretion, to cover the cost of medical evacuation in the event of a medical emergency

15.8 Discovery Experiences: a reasonable level of mobility is required to participate in most discovery experiences. Specific discovery experiences will be advised on full release. Discovery

experiences including Zodiac, kayak, helicopter, e-bikes, submarine and scuba diving are subject to regulatory approval and prevailing weather, marine and ice conditions and may be cancelled at short notice. We cannot guarantee their availability, even if you have made an on-board booking. Discovery experiences can be booked while on Cruise with Your Cruise Director or Discovery Team Leader (unless otherwise stated) and are subject to availability, seasonal and operational factors. Some activities require a minimum and maximum number of participants to operate. We reserve the right to terminate, Your participation in a discovery experience if the Cruise Director, Tour Director or Discovery Team Leader reasonably considers that your continued participation poses a risk to the health or safety of You or any other person or You refuse to comply with all reasonable directions of the Cruise Director, Tour Director or Discovery Team Leader or any guide or operator conducting the experience.

### 15.9 Videography and Photography:

(a) We may capture photographs and video footage throughout the Tour for the purposes of compiling a video which features some of the highlights and activities of the Tour (Tour Video). Although We will use reasonable endeavours to ensure that the photographs and video footage captured are general in nature and do not focus on any specific individual, You acknowledge that We may capture photographs and video footage of You throughout the Tour.

(b) Subject to clause 14.8(c), the Tour Video will be prepared and made available online to You and all other passengers following the Tour. The Tour Video will be provided to You for personal use only and You must not use it for any commercial or unlawful purpose.

(c) We may decline to produce, or make available to You, a Tour Video in Our absolute discretion.

(d) You acknowledge and agree that, despite clause 15.8(b) of these Conditions, Scenic has no ability to restrict or control the further publication or distribution of the Tour Video by other passengers.

(e) If You do not wish to appear in the Tour Video, You must inform Us at the commencement of the Tour by completing and returning to reception on the Cruise Vessel an 'opt-out' form, in which case we will use reasonable endeavours to ensure you do not appear, or are not able to be identified, in the Tour Video.

(f) You acknowledge and agree that We may use the Tour Video (and any still images from it) for marketing, training and promotional purposes and you waive any right to claim any payment or other compensation for such use.

15.10 For Tours including the Galapagos Islands and the Amazon, shore excursions will be by inflatable 'zodiac' boats or wooden skiff boats. In addition, some shore excursions will be 'wet landings' requiring You to either walk through water and / or onto wet and potentially slippery surfaces. If You choose to participate in any sightseeing expeditions forming part of the Tour, You should be in appropriate physical condition and appropriately attired to deal with these conditions.

15.11 Prices for the internal flights included in Your itinerary are based on Your international flight booked with LATAM airlines and tickets being issued with a LATAM ticket number. If You book or ticket international flights with another airline from North America a surcharge will apply for the internal flights. Internal flights must be booked with Scenic. Surcharge will vary according to the flight itinerary for Your chosen tour and will be advised once international flights are within range to be booked.

15.12 We recommend You use hard suitcases that can be securely locked. If Your Tour is stopping overnight in Machu Picchu, Peru, You must pack all essential items into hand luggage for this portion of the Tour. Your remaining luggage will be stored by a Service Provider in the Sacred Valley and the Service Provider will take reasonable steps to ensure the safety and security of the remainder of Your luggage during this portion of the Tour. You acknowledge and agree We have no liability to You for any loss, damage, breach of contract or negligence relating to Your luggage during this portion of the Tour and in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider, You must pursue Your claim directly against the relevant Service Provider.

15.13 Altitude Sickness: The following information is correct at the time of printing and is provided as a guide only. Some locations on South American Tours are 2800 metres or higher above sea level which may result in AMS (caused by lack of oxygen at high altitudes) which affects most people to some extent. Please consult Your doctor before departure to ensure you have an adequate level of fitness and health.

15.14 Vaccinations: The following information is correct at the time of printing and is provided as a guide only. It is recommended that you get the yellow fever vaccine before you travel if you are going to a country that requires proof of yellow fever vaccination to enter (on an International Certificate of Vaccination or Prophylaxis) or where there is a risk of yellow fever. In Canada, the vaccine is available only at designated Yellow Fever Vaccination Centres.

15.15 If you are over 70 at the Tour Departure Date You must provide Us a doctor's letter confirming You are fit and healthy to take part in the specific Tour.