1. Contract

1.1 Terms and conditions ("Conditions") form the basis of the contract between You and ST Touring Canada Limited ("Scenic", "We", "us", “our") ("Contract"). It is important that You understand Your rights and obligations. Your Contract may also include additional terms and conditions applicable to a special offer or promotion.

1.2 You acknowledge and accept that You have understood and accepted the Conditions and the act by which You make a booking results in the formation of a contract between Us and You for the price of Your Cruise.

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

"Cruise" means a cruise constituting or forming part of Your Itinerary;
"Itinerary" means the Itinerary for Your Cruise issued by Us, subject to any variation from time to time notified on Our Website or by Us;
"Cruise Departure Date" means the date on which Your Cruise is due to commence;
"Cruise Price" means the total amount payable to Us for Your Cruise.

2. Meaning of Words

2.1 "Terms and conditions" includes any amendments notified on Our Website from time to time.

3.1 You may cancel a Booking by sending Us written notice of cancellation.

3.2 If You cancel a Booking, We will use reasonable endeavours to provide the Cruise You have booked. We are not liable for any delay or failure to provide the Cruise that results from You cancelling a Booking.

3.3 If You are unsatisfied with something that does or does not happen on Your Cruise, You must first use all reasonable endeavours to notify the relevant Scenic employee before leaving the Cruise. If You fail to do so, You may not be entitled to make a complaint.

3.4 If You are unhappy with something that does or does not happen on Your Cruise, You must first use all reasonable endeavours to notify the relevant Scenic employee before leaving the Cruise. If You fail to do so, You may not be entitled to make a complaint.

3.5 If You do not accept the proposed alternative cruise within 7 days of being informed of the variation, We may cancel the Contract, recover the Cruise Price paid and deduct any penalties charged by Us. We will refund You the amount paid to Us on Our cancellation of the Contract. We are not liable for any delay or failure to provide the Cruise that results from You cancelling a Booking.

3.6 If You are required to meet Your Cruise and/or any flight connections are not included in the Cruise Price and the correct price, as determined by Us.

3.7 We reserve the right to request a personal fuel supplement in the event that the Brent Crude oil increases materially any time after 31 March 2017. Brent Crude oil prices are published on our Website.

4.4 Additional embarkations and disembarkations;

4.5 If We delay the departure of a Cruise, for whatever reason, for more than 5 days, You will be entitled to a reduction in the Cruise Price, the amount of which is determined by Us and will be notified to You.

4.6 Prices, inclusions and fees

4.6.1 All Booking Deposits are quoted in Canadian Dollars.

5. Cancellation, delays and changes to your Itinerary

5.1 If You cancel a Booking before Your Cruise Deposit is paid, You will receive a refund of any amount paid by You.

5.2 If You cancel a Booking, We will use reasonable endeavours to provide a similar Cruise as a replacement for the Cruise You have booked. If We are unable to provide a similar Cruise as a replacement for the Cruise You have booked, We will refund the amount paid by You to Us. We are not liable for any delay or failure to provide the Cruise that results from You cancelling a Booking.

5.3 We reserve the right to charge You a per person fuel supplement in the event that the Brent Crude oil increases materially any time after 31 March 2017. Brent Crude oil prices are published on our Website.

6. Your Cruise obligations

6.1 You acknowledge and agree that there are general risks associated with travelling, which are beyond Our control and We are not liable for any loss, cost or damage You may incur as a result of these general risks. Such general risks include:

(a) Variations or interruptions caused by ocean, river, or weather conditions, including local or global storms, monsoons, hurricanes, floods, and other natural disasters, or acts of God, vandalism, or terrorist activities; Force Majeure Events; high water levels; low water levels; floods; drought; wildfires; civil unrest; pandemics, industrial disputes, slow-downs or other strike activities; and power outages, terrorist attacks, and other acts of war.

(b) any disappointment or loss of enjoyment due to circumstances outlined in clause 13.4 of the Conditions.

(c) any personal injury or death resulting from the acts or omissions or defaults of You, Your children, or any other person.

(d) any personal injury or death caused by any failure or default on the part of any person who is not a party to the Contract or is not acting under the direction of Scenic, including any claims of negligence by Us.

7. Limitation of liability

7.1 To the maximum extent permitted by law, You acknowledge and agree that We are not liable for any loss, cost or damage You may incur as a result of these general risks. Such general risks include:

(a) Variations or interruptions caused by ocean, river, or weather conditions, including local or global storms, monsoons, hurricanes, floods, and other natural disasters, or acts of God, vandalism, or terrorist activities; Force Majeure Events; high water levels; low water levels; floods; drought; wildfires; civil unrest; pandemics, industrial disputes, slow-downs or other strike activities; and power outages, terrorist attacks, and other acts of war.

(b) any disappointment or loss of enjoyment due to circumstances outlined in clause 13.4 of the Conditions.
any port except the main scheduled embarkation and disembarkation ports. Only those guests with a medical emergency may be allowed to embark or disembark at another port. If a ﬁre or health emergency occurs on an unscheduled embarkation or disembarkation is permitted as a result of an emergency, embarkation or disembarkation at another port will only be allowed if the ﬁre or health emergency is serious and so extended, that no ﬁre or panic level is levied against Scenic and any other additional costs. Such additional costs will be added to the guests on board account prior to disembarkation.

9.8 To the extent permitted by law, all express or implied warranties, guarantees, conditions or other terms are hereby excluded. When this Contract is subject to the laws of Scotland, the laws of England and Wales, or the laws of Malta (including the Aliens Convention relating to the carriage of Passengers and goods by ship), all express or implied warranties, guarantees, conditions or other terms are hereby excluded.

9.9 Although we have taken reasonable steps to secure the
(28c) a reference to a natural person includes their personal representatives;
(28d) headings are for convenience only and do not affect interpretation;
(28e) any reference to a body (including an institution, association or author) which carries on a trade or business is to be taken as a reference to the body which replaces it or which substantially succeeds to the body.

10.2 The parties submit to the non-exclusive jurisdiction of the courts of
Canada applicable therein.

10.3 We shall not be liable for any miss scene or photographic “opportunity”.

11.1 Important notices about Your Cruise

11.2 Cruise Dates

11.4 Medical Services

11.5 In these Conditions, unless the contrary otherwise indicates a contrary interpretation:
(a) headings are for convenience only and do not affect interpretation;
(b) singular includes the plural and vice versa;
(c) if a term is deﬁned, its other grammatical forms have the corresponding meaning;
(d) if a term is not in any form a word of limitation;
(f) no rules of construction apply to our disadvantage on the basis that these Conditions are yours;
(g) a reference to a natural person includes their personal representatives;
(h) a reference to a body (including an institution, association or author) which carries on a trade or business is to be taken as a reference to the body which replaces it or which substantially succeeds to the body.

12.1 Air Travel and baggages

12.3 Passenger Requirements

12.6 The Brochure and these Conditions are valid for Cruise Departure Dates during the Validity Period unless otherwise indicated in your Itinerary, and subject to availability.

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