

# 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.

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 Cruise.

1.3 All pricing, cruise itineraries, ports, arrival and departure times, artist's impressions and other representations in this brochure are subject to change based on but not limited to regulatory approval, weather and marine conditions.

1.4 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.

1.5 Your transportation on any ocean cruise vessel during Your cruise, will also be subject to the Cruise Conditions of the Operator of the vessel. The Operator may be related to Us, but is a separate legal entity and business. The Cruise Conditions will be provided with Your cruising ticket, which will be provided to You before Your Cruise. You can also obtain a copy of the Cruise Conditions by contacting Our customer service team at the Customer Service Contact Address.

1.6 Your Itinerary does not form part of the Contract.

1.7 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.

## 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 Cruise.  
 (b) "Booking Deposit" means a booking deposit in an amount which We have notified You before You make Your Booking.  
 (c) "Cruise" means a cruise constituting or forming part of Your Itinerary;  
 (d) "Cruise Conditions" means the Operator's conditions of carriage for an ocean cruise vessel.

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

(f) "Deposit Protection Plan" means Our deposit protection plan as set out on Our Website.

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

(h) "Cruise Director" means any person designated by Us as the Cruise Director for any Cruise forming part of Your Itinerary.

(i) "Cruise Brochure" means the brochure for Your Cruise published by Us and includes any amendments notified on Our Website from time to time.

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

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

(l) "Force Majeure Event" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, 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 Cruise beyond Our control.

(m) "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 13.4 of these Conditions.

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

(o) "Operator" means the owner or operator of an ocean cruise vessel.

(p) "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.

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

(r) "Validity Period" means 1 August 2018 to 27 August 2019.

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

## 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 Your Booking Deposit.

3.2 We will notify You of the Cruise 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 Your cruise is based on Earlybird pricing, You will be required to pay a deposit of 25% of Your total cruise fare. If Your cruise is based on Full Release pricing, You will be required to pay a deposit of 10% of Your total cruise fare.

3.5 If You have made Your Booking through a travel agent, Your travel agent should forward Your Booking Deposit or Cruise 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.

3.6 Any accommodation, sightseeing or flights We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Cruise Price and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit and Cruise 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.

3.7 For some special offers, We may require payment of a further deposit before the balance of the Cruise 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.

3.8 Except as required by law or in accordance with the Deposit Protection Plan, Booking Deposits are not refundable and are not transferable to other Tours/Journeys or Bookings.

3.9 If You wish to change any incidental component of Your Booking, such as any pre or post-cruise 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(a) 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.

3.10 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.

3.11 A name change for a Guest or a change to the Cruise Departure Date is considered a cancellation of the original Booking.

## 4. Prices, inclusions and fees

4.1 All Cruise Prices are quoted in Canadian Dollars.

4.2 Your Cruise Price includes all cruise travel; the services of a Cruise Director (if applicable) and/or Discovery Team Leader; airport transfers at the start and finish of your cruise, meals and beverages as specified in Your Itinerary; internal flights and relevant taxes as specified in Your Itinerary; sightseeing and admissions, port charges; all gratuities and tipping on cruises operated by Us; and any other specific inclusions identified in Your Itinerary.

4.3 Unless expressly listed in Your Itinerary as an inclusion, Your Cruise Price does not include airfares; airline taxes; additional optional activities; cruise upgrades; meals not specified in Your Itinerary; drinks; laundry; passport fees; visas; vaccinations; medical assistance; 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 Cruise and/or any flight connections are not included in the Cruise 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 Cruise Price  
 (a) If You change Your Booking, other than by varying the Cruise 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 Cruise and is a genuine and reasonable estimate of Our expenses.

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

Days of notice prior to Cruise commencement	Cancellation charge (per person)
130 days and over	Loss of deposit
129 to 91 days	50% of Cruise Price
90 to 61 days	75% of cruise price
60 days or less	100% of Cruise Price

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

4.8 We may vary Your Cruise or Airfare Price at any time before You have paid the Cruise or Airfare Price in full to the extent necessary to meet any increase in the Cruise or Airfare costs for reasons outside Our control, including airfares, fuel, port docking charges, government taxes and charges, exchange rate fluctuations or other Cruise related costs or tariffs. We will not vary the Cruise Price after We have received the total Cruise 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 We reserve the right to charge a per person fuel supplement in the event that the Brent<sup>®</sup> Crude oil increases materially any time after 31 March 2017 up to and including the day of embarkation. <sup>®</sup>Brent crude oil prices are published on [www.Bloomberg.com](http://www.Bloomberg.com).

4.10 Cruises to Antarctica and the Arctic fuel prices are applicable to regional surcharges and we reserve the right to charge a per person fuel supplement in the event that the Crude oil prices increases materially any time after 31 March 2017 up to and including the day of embarkation.

4.11 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 Cruise Departure Date. This includes changes due to illness or other personal reasons.

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

5.1 Your Booking is conditional on Us receiving a minimum number of Cruise passenger bookings to operate the Cruise and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Cruise or Cruise Departure Date.

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

5.3 If We cancel a Cruise, for whatever reason:  
 (a) We will use reasonable endeavours to offer You the closest available cruise departure. If the proposed alternative cruise is:  
 (i) cheaper than Your original Cruise Price, We will refund the difference to You; or  
 (ii) more expensive than Your original Cruise Price, You must pay the difference to Us;

(b) if You accept the proposed alternative cruise, Your Itinerary will be amended accordingly and We will give You an updated Itinerary;  
 (c) if You do not accept the proposed alternative cruise within 7 days of being notified by Us of the alternative, We will: cancel Your Booking, refund to You all monies paid directly to Us and will have no further liability to You; and  
 (d) We are not liable for any third party costs You may incur, which We have not booked on Your behalf, for example airfares or other arrangements booked independently through or paid to a travel agent.

5.4 If We delay the departure of a Cruise, for whatever reason, for more than 7 days, You may terminate this Contract and We will provide You with, at Your option, either:

(a) a full refund of all amounts paid to Us; or  
 (b) a credit towards future Tours/Journeys with Us which will be valid for 24 months from the date You notify Us of the termination of this Contract.

5.5 We will use reasonable endeavours to provide the Cruise 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 We may need to make alterations to the Cruise or Your Itinerary, before or after the commencement of the Cruise. Where, due to circumstances outside of Our control, We are unable to provide the Cruise 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 We may alter Your Itinerary or the Cruise include:  
 (a) high or low water levels in any body of water or port;  
 (b) port closures, lock closures, unscheduled vessel maintenance or other operational reasons;  
 (c) road, river, ice or weather conditions;  
 (d) national or local holidays affecting the closure of public buildings or attractions;  
 (e) Force Majeure Events;

(f) emergency events, accidents, injuries or other incidents involving You or other passengers; and  
 (g) any other event beyond Our control.

5.7 Alterations to Your Itinerary or the Cruise may include:

(a) substitution of vessels for part or the whole of a Cruise;  
 (b) substitution of ports of call  
 (c) suite changes on a vessel;  
 (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) iterations to sightseeing activities; and  
 (i) reductions or increases in the time spent at a location.

5.8 If We substitute any vessel, motor coach or accommodation under this clause 5, We 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 Cruise Departure Date, by phone, email or post using the Guest Contact Details; or

(b) if during Your Cruise, personally by Your Cruise Director (if applicable).

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 insurance, visa, pre-cruise medical expenses 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 Cruise obligations

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

6.2 If We, the Captain, Discovery Team Leader, Cruise Director or any of 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 Cruise 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 Cruise.

6.3 If You are withdrawn from the Cruise 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 Itinerary.

6.5 At the time of booking, expectant mothers are required to supply a medical certificate establishing their fitness for travel at the time they are due to travel. We are unable to accommodate women who have entered their twenty-fourth (24th) week of pregnancy and will not be responsible or liable for any complication relative to any pregnancy during the entire duration of their cruise / holiday or thereafter. Additionally, airlines may have restrictions that may differ from Ours. Please contact your travel professional or airline.

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

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

(a) We will not refund to You all or any portion of the Itinerary 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 Cruise.

6.8 If You are unhappy with something that does or does not happen on Your Cruise, 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 Discovery Team Leader, Cruise Director or the Captain as soon as reasonably practicable as it may be possible for them to take steps to resolve Your concern with minimal delay.

6.9 If You are unhappy with something that does or does not happen on Your Cruise, 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 Discovery Team Leader, Cruise Director or the Captain as soon as reasonably practicable as it may be possible for them to take steps to resolve Your concern with minimal delay.

6.10 If You are unhappy with something that does or does not happen on Your Cruise, 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 Discovery Team Leader, Cruise Director or the Captain as soon as reasonably practicable as it may be possible for them to take steps to resolve Your concern with minimal delay.

6.11 If You are unhappy with something that does or does not happen on Your Cruise, 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 Discovery Team Leader, Cruise Director or the Captain as soon as reasonably practicable as it may be possible for them to take steps to resolve Your concern with minimal delay.

6.12 If You are unhappy with something that does or does not happen on Your Cruise, 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 Discovery Team Leader, Cruise Director or the Captain 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) Variations or interruptions caused by ocean, road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; Force Majeure Events; high water levels; low water levels; flooding; lock or port closures; unscheduled vessel or vehicle maintenance;

(b) 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

(c) other circumstances beyond Our control.

7.2 You acknowledge and agree that where the Cruise, any part of the Cruise, 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 but not limited to 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.

7.3 You must make Your own enquiries regarding Your Cruise, 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 Cruise risks or other aspects of the Cruise disclosed to You in the Contract;

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

(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 Cruise, 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 Cruise Price You have paid to Us.

8.4 To the maximum extent permitted by law, 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 You acknowledge and agree that We are not 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 a Force Majeure Event.

8.6 If a delay or failure occurs or is anticipated due to Force Majeure Event, Our obligations are suspended for the duration of the Force Majeure Event.

8.7 We may immediately terminate the Contract, if the Force Majeure Event delays performance of the Cruise for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event.

8.8 Unscheduled Embarkation / Disembarkation: International cabotage laws may prohibit guests from embarking or disembarking their voyage in

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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 ship 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.

**8.9** 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:

(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.

**8.10** Cruising aboard Our vessels is provided solely by the Operator of the relevant vessel pursuant to the Cruise Conditions. A copy of the Cruise Conditions will be provided to You upon request. Please note that the Cruise Conditions includes a clause specifying that the Cruising ticket contract is governed by the laws in force in Malta and that You and the Operator agree to be bound by the statutory and general law of Malta. The Cruise Conditions are also subject to specific limitations of liability and time limits for making claims against the Operator as contained in the laws of Malta (incorporating the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974 (and the protocols of 1976 and 1990) ("the Athens Convention"), the Central Commission for the Navigation of the Rhine Convention ("the CLNI"), the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels, 1988 ("the 1988 Convention") and the International Convention on Limitation of Liability for Maritime Claims, 1976 ("the 1976 Convention"), as set out in the Cruise Conditions).

**8.11** We strongly recommend that You take out comprehensive travel insurance with a reputable insurance company to cover You against risks associated with Your Cruise 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. If You are travelling to Antarctica or Arctic & Fjords, you will require comprehensive medical evacuation insurance coverage, or be able to provide a bond to the value of \$50,000 USD in the event of a medical emergency.

### 9. Privacy and Data Protection

**9.1** In order for Us to process Your Booking and provide the Cruise 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.

**9.2** 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.

**9.3** 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.

### 10. General Provisions

**10.1** 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.

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

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

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

**10.5** 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.

**10.6** The Brochure and these Conditions are valid for Cruise Departure Dates during the Validity Period unless otherwise indicated in Your Itinerary, and supersede all previous brochures.

### 11. Important notices about Your Cruise

#### 11.1 Cruise Participation

(a) **Special requirements:** 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 Discovery Team Leader, Cruise Director or Captain will have the right to refuse Your participation if the Discovery Team Leader, Cruise Director or Captain believes Your health and safety or the health and safety of other passengers 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) **Service Animals:** Due to the sensitive environments and regulatory regulations of the region travelled to, we are unable to accept service animals on the ship.

(c) **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, on to motor coaches, tenders, Discovery experiences including but not limited to Zodiacs, kayaks and submarine; and
  - (ii) wheelchairs and walkers can be carried in the luggage compartment of motorcoaches subject to space limitations.
- (iii) embarking and disembarking the tenders, Zodiacs, kayaks and submarine is via a mud-room and marine platform and requires the ability to step into and out of these vessels unaided.

(d) **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 Cruise may be at risk; or
- (iii) You cannot or will not abide by any reasonable directions of the Discovery Team Leader, Cruise Director or Captain.

#### 11.2 Cruises

(a) **Deck plan:** The deck plan, suite sizes, images, inclusions and layout in the Cruise Brochure are artist's impressions only and may vary. Pictured representations of suites in Cruise Brochures are not drawn to scale. Suite dimensions within each category may vary slightly in size depending on their location on each deck.

(b) **Cruise Suite:** Your Cruise Price is based on the Suite category indicated in the Cruise 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 judgment 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) **Embarkation and Disembarkation:** times are an indication only and are subject to change

(f) **Noise, Vibration and Odour:** While We take reasonable steps to minimise noise, vibrations and odours on the cruise ships, You acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels and that We will not be liable to You in relation to any such noise, vibration or odours.

#### (g) All Inclusive Beverages

(i) All drinks on board are included except for a very small number of rare, fine and vintage wines, champagnes and spirits which will be an additional charge. It also includes daily replenishment of the suite minibars.

(ii) Responsible service of Alcohol is adhered to by all staff on board. We reserve the right to refuse service.

(iii) The All Inclusive beverages policy does not apply to any third party suppliers, including in the circumstances contemplated in clause 5.8.

#### (h) Wi Fi And Internet Service

(i) 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. 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 terrains and other factors outside Our control. We do not guarantee the availability or quality of internet connections.

#### (i) Antarctica, the America's and Arctic & Fjords Regions:

(i) Highlights and wildlife encounters as outlined in the Itinerary are possible experiences only and cannot be guaranteed. Your Captain and Discovery Team Leader will determine opportunities for exploration taking into account the prevailing weather, wildlife activity and ice conditions.

(ii) Polar Classification is subject to regulatory approval from the relevant authorities.

(iii) Discovery Experiences including but not limited to helicopter, submarine, Zodiac, kayak and scuba diving are subject to regulatory approval from the relevant authorities and prevailing weather and marine conditions.

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

(v) Complimentary Polar Parka beanie/fleece cap and special Polar boot hire is included for all cruises to Antarctica and South Georgia, and the Arctic

(vi) You are required to complete a mandatory full medical questionnaire (to be provided at time of final payment) which must be filled in by the guest's physician between 90 and 45 days prior to the beginning of the Cruise and must be returned to Scenic. Any medical certificate issued prior to the determined period shall be deemed invalid. Any guest who has not completed and returned their medical certificate will not be cleared for embarkation and will not benefit from any refund. If You are travelling to Antarctica or Arctic & Fjords, you will require comprehensive medical evacuation insurance coverage, or be able to provide a bond to the value of \$50,000 USD in the event of a medical emergency.

(j) **Photography:** Our cruises 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 Cruise Brochure or Itinerary will be available on each Cruise. No refund will be available for any resulting missed scene or photographic "opportunity".

(k) **Smoking:** Smoking is limited to designated smoking areas on Scenic Eclipse (and any other vessels), and is not permitted in suites or on verandahs and terraces.

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

(m) Smoking is not permitted on coaches/transfer vehicles, Discovery vessels, or such other places as nominated by Us from time to time.

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

#### (l) Medical Services

(i) A Medical Centre is available on board 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 are not, liable regarding the provision of any medical care You may require or choose to accept during the Cruise

(iv) You acknowledge that the Antarctica, the America's and Arctic & Fjords regions are remote areas with limited medical facilities available

(m) **Currency and Credit Cards:** All purchases on board are charged to Your shipboard account. The on board currency on ocean cruise ships is the US Dollar. Shipboard accounts may be paid by US Dollar or credit card.

(n) **Travel sickness:** If You suffer from travel sickness, You should arrange medication or other alternatives to treat symptoms, as We cannot make allowances for this.

### 12. Additional Important Information

#### 12.1 Air Travel and baggage

##### (a) Airfare Conditions

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

(ii) Our reservations consultant will book the most appropriate and best available fare according to the airlines schedule for Your Cruise.

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

(iv) Airfares booked as part of Your Cruise will be through the most 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) Dependent 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 Cruise Departure Dates set out in the Cruise Brochure. Any requests outside of the Cruise 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 Cruise 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 cruise hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Cruise 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 120 days before the Cruise 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 Cruise departure point, at Your own expense.

(vi) Airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times.

(c) **Carriers:** The carriers (including airlines, rail and sea carriers used in association with the cruises) are not responsible for statements or features in Cruise Brochures. The conditions of sale 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.

#### (d) Luggage

(i) Cruise 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).

(ii) Airline passengers should consult with their airline as size and weight restrictions may vary from airline to airline and also 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.

### 12.2 Sightseeing, Excursions and Special Activities on Cruise

(a) **Sightseeing:** Sightseeing in many historic 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 shore excursions 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/Journey with Your Cruise Director or Tour/Journey Director (unless otherwise stated) and are subject to availability, seasonal and operational factors. Some activities require a minimum and maximum number of participants to operate.

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

(e) **Discovery Experiences:** a reasonable level of mobility is required to partake in most discovery experiences. Discovery experiences including but not limited to Zodiac, kayak, helicopter, e-bikes, submarine and scuba diving are subject to regulatory approval and prevailing weather and ice conditions. 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.

### 12.3 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 Cruise. We recommend You refer to [www.travel.gc.ca/travelling/health-safety/vaccines](http://www.travel.gc.ca/travelling/health-safety/vaccines) for full details and also consult Your doctor.

#### (c) Solo Passengers and Single Accommodation

(i) Prices quoted in Cruise 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, and You must pay the single supplement rate for the Cruise, at the time of Booking.

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

#### (d) Young Passengers:

(i) Passengers under the age of 18 years (as at the Cruise 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 and are accepted or rejected at Our sole discretion.

### 12.4 Maps, Pictures and Images

(a) **Maps:** Maps or cruise depictions contained in Cruise 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 Cruise.

(b) **Images:** All images relating to Scenic Eclipse and the Discovery experiences in the Cruise Brochure are artist's impressions and the size of the ship suites and public areas are subject to change until the launch of the ship. All images represent typical scenes and descriptive detail for each cruise, however it is possible that the particular subject matter may not be seen or experienced on Your Cruise. Also, some pictures may have been digitally enhanced.

### 12.5 Hotel Accommodation

(a) **Substitution:** We may substitute hotel accommodation of a similar standard in the place of the advertised hotel due to reasons including but not limited to hotel availability. 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/Journey, We are not liable to You for the quality, size or fitness of hotel rooms.

### 12.6 Deposit Protection Plan

Our Deposit Protection Plan is available at a cost of \$250 per person per Cruise. The cost is non-refundable and must be paid at the time of Booking Your Cruise. 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.

### 13. Contact Details

**13.1** 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.

**13.2** Our customer service centre is open Monday thru Friday from 6:00am to 5:00pm PST/9:00am to 8:00pm EST and on Saturday from 7:00am to 4:00pm PST/10:00am to 7:00pm EST (Holiday Hours may vary). The Customer Service Centre is closed on Sunday. (Although We hope You won't need it, Our after-hours emergency number when calling in Canada is +1-857-415-5751 or within Europe is +41435211839.

**13.3** If You need to contact Us during Your Cruise, We recommend that if it is practicable to do so, in the first instance You should try to contact the 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.

**13.4** We will use the Guest Contact Details if We need to contact You before the Cruise Departure Date, including for example, if there is a change to Your Itinerary. 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.