



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

**8.8** 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.

**8.9** 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. In relation to Our European River Cruises, including Our Russian River Cruises, French River Cruises and Portuguese River Cruises, please note that the Cruise Conditions include a clause specifying that the cruising ticket contract is governed by the laws in force in Zug, Switzerland and that You and the Operator agree to be bound by the statutory and general law of Switzerland. 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 Switzerland (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).

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

**9. Privacy and Data Protection**

**9.1** In order for Us to process Your Booking and provide the Tour/Journey 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 Australia. By making a Booking You give Us Your consent to use and disclose Your Personal Information in the manner described in this clause 9.1.

**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 Tour/Journey Brochure and these Conditions are valid for Tour/Journey Departure Dates during the Validity Period unless otherwise indicated in Our Itinerary, and supersedes all previous brochures.

**11. Important notices about Your Tour/Journey**

**11.1 Tour/Journey 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 Tour/Journey Director or Cruise Director will have the right to refuse Your participation if the Tour/Journey Director or Cruise Director 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) Facilities: It is important to note that:

(i) some cruise ships do not have elevators, and ships that are equipped with elevators may not have elevator access to all decks;

(ii) wheelchair passengers should be aware that suite doors, rest rooms and corridors may not be wide enough to provide access for standard wheelchairs;

(iii) requests for modified rooms must be made at the time of Booking and are subject to availability;

(iv) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up or at anchor, or on to motor coaches; and

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

(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/Journey may be at risk; or

(iii) You cannot or will not abide by any reasonable directions of the Tour/Journey Director or Cruise Director.

**11.2 Cruises**

**(a) Deckplan:** The deck plan, suite sizes, images, inclusions and layout in the Tour/Journey Brochure are indicative only and may vary. Pictured representations of suites or rooms in Tour/Journey Brochures are not drawn to scale.

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

**(c) 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.

**(d) Docking Position:** During port stops, ships may dock side-by-side, obstructing views and requiring You to pass through other ships to embark and disembark.

**(e) All-inclusive Beverages**

(i) All standard beverages are included in the Tour/Journey Price while You are on board a Scenic Space-Ship. This includes beer, wine, soft drinks and standard spirits. It also includes daily replenishment of the suite minibars.

(ii) Selected items such as high end spirits, including malt whiskey, French champagne and selected wines are not included and will be an additional charge.

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

right to refuse service.

(iv) The all-inclusive beverages policy does not apply to Russia on board the Scenic Tsar or any third party suppliers, including in the circumstances contemplated in clause 5.8.

**(f) Internet Service**

(i) Internet facilities are available on board Your Scenic 'Space-Ship' or Scenic Tsar cruise at no additional charge. 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.

**(g) Scenic Tailormade**

(i) Personal devices are provided in all suites on board a Scenic Space-Ship for use both on board and on shore. They are not available in Russia or Portugal.

(ii) Entrance fees, gratuities and transportation whilst using Scenic Tailormade are not included in Your Tour/Journey Price.

(iii) Scenic Tailormade Tour/Journeys and their content cannot be guaranteed in all locations.

**(h) Scenic Sundowner:** Scenic Sundowners is a seasonal highlight and is included for sailings departing from 01 April to 30 September 2018. Depending on sailing date, the event may not be held during sunset.

**(i) Danube Delta:** Most boat exploration of the Danube Delta is subject to weather conditions and disruptions may occur.

**(j) Scenic Culinare**

(i) Scenic Culinare is offered on board Scenic Diamond and Scenic Sapphire Space-Ships only while sailing in France.

(ii) Scenic Culinare cooking school has limited capacity and may not be able to accommodate every guest on every cruise.

(iii) Cooking classes held in Scenic Culinare will be hosted by your on board culinary team.

(iv) Itinerary may vary on location and inclusion of the cooking school. Registrations are made on board.

**(k) Palais Liechtenstein:** If for any reason Palais Liechtenstein is not available, another suitable venue will be substituted, in Our sole discretion, without any liability to You.

**(l) Photography:** Our Tour/Journeys 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/Journey Brochure or Itinerary will be available on each Tour/Journey. No refund will be available for any resulting missed scene or photographic "opportunity".

**(m) Smoking:** Smoking is limited to designated smoking areas on Scenic Space-ships (and any other vessels), and is not permitted in suites or on balconies.

(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/Journey, We cannot guarantee such opportunities will be available.

**(n) Medical Services**

(i) River cruise ships do not carry a doctor on board (except in Russia), however medical services may be called at Your own expense.

(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 Tour/Journey.

**(o) Marksburg Castle:** If for any reason Marksburg Castle is not available, another suitable venue will be substituted, in Our sole discretion, without any liability to You.

**(p) Royal Suite on board credit:** Guests travelling in Royal Suites on a Scenic Space-Ship will receive €100 Euro per person to their shipboard account which can be used in the Wellness Centre. This is not applicable to other services whilst on board and is not redeemable for cash.

**(q) Spanish Riding School:** Spanish Riding School option includes either a guided Tour/Journey of the stables or entrance to the morning exercise; option is based on the riding school schedule; it is not a choice and not available on all days and it does not include admission to a performance.

**(r) Currency and Credit Cards:** All purchases on board are charged to Your shipboard account. The on board currency on river cruise ships is the Euro. Shipboard accounts may be paid by Euro or credit card. On the on board currency on Russian river cruise ship is the Rouble however shipboard accounts may only be paid by credit card.

**(s) Scenic Tsar is not a Scenic Space-Ship.** Standard inclusions on board Scenic Space-Ship do not apply to Scenic Tsar, including but not limited to Scenic Sun Lounges, Portobellos, River Cafe, private car transfers, butler service, e-bikes, Scenic Tailormade and Royal Suite inclusions.

**(t) World Cup Russia:** The FIFA World Cup will be held in Russia between 14 June 2018 and 15 July 2018. This may cause some disruption and itinerary changes to Your Russian River Cruise. Full details will be provided as soon as possible.

**11.3 Coaches**

(a) Seat rotation: To ensure all passengers have the opportunity to enjoy front and window seats, a daily seat rotation system is employed on all of Our coaches and You must follow the seat rotation system.

(b) 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 fare for Your Tour/Journey.

(iii) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our Tour/Journeys. 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 Tour/Journey 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) Dependant 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 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/Journey 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/Journey hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Tour/Journey 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 60 days before the Tour/Journey Departure Date by:

(a) entering Your flight details at the Tour/Journey 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/Journey departure point, at Your own expense.

(vi) Airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers, including Royal Suites transfer are not available in all locations. Please enquire for further details.

**(c) Carriers:** The carriers (including airlines, rail and sea carriers used in association with the Tour/Journeys) are not responsible for statements or features in Tour/Journey 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) Tour/Journey 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 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 Tour/Journey**

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

**(b) Mountain Excursions:** Some Tour/Journeys 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 can be booked whilst 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 activity in the Tour/Journey Brochure on Your Tour/Journey. Wherever possible, suitable alternatives will be provided without liability to You.

**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) Solo Passengers and Single Accommodation**

(i) Prices quoted in Tour/Journey 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 Tour/Journey, at the time of Booking.

(ii) If You are willing to share a room with another single traveller of the same gender, You must pay the Single Supplement Rate. If Your remain matched throughout the entire Tour/Journey, You will be refunded Your single supplement rate within 2 weeks of Tour/Journey completion. We accept no responsibility for the suitability of the allocated rooming partner.

(iii) If at any time during the Tour/Journey, You consider Your rooming partner unsuitable, You must notify Us and We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Tour/Journey, subject to availability, and at Your own cost.

(iv) A limited number of single rooms and/or suites are available at a Single Supplement Rate for each Tour/Journey. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Tour/Journey, You will be required to continue to share with Your nominated rooming partner for the remainder of the Tour/Journey.

**(c) Young Passengers:**

(i) Passengers under the age of 21 years (as at the Tour/Journey 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 Tour/Journeys and Cruises) and are accepted or rejected at Our sole discretion.

**12.4 Maps, Pictures and Images**

**(a) Maps:** Maps or Tour/Journey depictions contained in Tour/Journey 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/Journey.

**(b) Images:** All images in Tour/Journey Brochures represent typical scenes and descriptive detail for each Tour/Journey, however it is possible that the particular subject matter may not be seen or experienced on Your Tour/Journey. 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 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/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 \$125 per person per Tour/Journey excluding Russian cruises and Russian cruises and Tour/Journeys. The cost is non-refundable and must be paid at the time of Booking Your Tour/Journey. 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 Your travel agent or Our customer service centre as follows:

Email: info@scenic.ca  
Telephone: 1-866-689-8611  
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 +1-604-616-1684 or within Europe is +41435211839.

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

**13.4** We will use the Guest Contact Details if We need to contact You before the Tour/Journey 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.