1.0 Terms and Conditions

1.1 These terms and conditions (“Conditions”) form the basis of the contract between You and Scenic Luxury Rail & River Cruises (“Scenic”). It is important that You read the Conditions carefully so that You understand Your rights and obligations. Scenic reserves the right to amend the Conditions at any time by giving You prior notice.

1.2 By booking a Travel Package, You agree to the Terms and Conditions.

2.0 Year of Travel

2.1 “Year of Travel” means 1 March 2018 to 31 December 2018.

3.0 Meaning of Words

3.1 “Passenger” means any person who has paid their Deposit. This includes any person created by a booking and who is intending to use the travel service.

3.2 “Scenic” includes Scenic USA Incorporation, Scenic UK Limited, Scenic Group New Zealand Limited and Scenic Tours Australia (Pty) Ltd.

3.3 “Service Provider” means any airline, coach, hotel, or other provider of the travel service.

3.4 “Tour/journey Price” means the price (including all taxes and insurance) of the Tour/journey that You purchase from Us.

3.5 “Validity Period” means 1 March 2018 to 31 December 2018. If You contract for a Tour/journey outside of the validity period, the terms of the contract will reflect the terms of the Tour/journey in effect.

3.6 “You” means the person who has booked a Tour/journey through Scenic, including any person created by a booking and who is intending to use the travel service.

4.0 Prices, Inclusions and Fees

4.1 All Tour/journey Prices are quoted in Canadian Dollars.

4.2 The “Tour/journey Price” includes the services of a Cruise Director (if applicable) and/or Tour/journey Director (if applicable) to assist You upon arrival in Canada, and to other countries as specified in Your Itinerary, accommodation, sightseeing and admissions, as stated port charges (all gratuities and other additional costs are not included). Additional costs resulting from the change. In addition, any meals included are subject to Change at Your own risk. You may also be liable to pay cancellation fees in accordance with clause 4.7.

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4.4 Unless expressly stated in Your Itinerary as an inclusion, Your Tour/journey Price does not include: airfare, federal, state or local taxes, other service fees, travel insurance, domestic and/or international airport transfers, personal expenses or any other costs not described above. You should also note that: Your Tour/journey Price includes the services of a Cruise Director (if applicable) and/or Tour/journey Director (if applicable) to assist You upon arrival in Canada, and to other countries as specified in Your Itinerary, accommodation, sightseeing and admissions, as stated port charges (all gratuities and other additional costs are not included). Additional costs resulting from the change. In addition, any meals included are subject to Change at Your own risk. You may also be liable to pay cancellation fees in accordance with clause 4.7.

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4.7 Unless expressly stated in Your Itinerary as an inclusion, Your Tour/journey Price includes: airfare, federal, state or local taxes, other service fees, travel insurance, domestic and/or international airport transfers, personal expenses or any other costs not described above. You should also note that: Your Tour/journey Price includes the services of a Cruise Director (if applicable) and/or Tour/journey Director (if applicable) to assist You upon arrival in Canada, and to other countries as specified in Your Itinerary, accommodation, sightseeing and admissions, as stated port charges (all gratuities and other additional costs are not included). Additional costs resulting from the change. In addition, any meals included are subject to Change at Your own risk. You may also be liable to pay cancellation fees in accordance with clause 4.7.

5.0 Cancellation and Changes to Your Tour/journey

5.1 If You wish to change any incidental component of Your Booking, such as any pre or post cruise accommodations or airfare, You must pay the applicable change fee in accordance with clause 4.7.

5.2 If You make a Booking within 120 days of Your Tour/journey Departure Date, You must pay the Deposit and 50% of the Tour/journey Price upon making Your Booking. You must pay the outstanding Tour/journey Price within 24 hours of Us notifying You of the Tour/journey Price, or We will cancel Your Booking and all costs paid will be forfeited.

5.3 If You make a Booking on behalf of any other person, You represent to Us that You have authority to make the Booking on behalf of and to legally bind them to the terms of the contract. You are responsible for the acts and omissions of those You are booking for.

5.4 If You make a Booking for a Tour/journey outside of the validity period, the Terms and Conditions in effect at the time Your Booking is confirmed will apply.

5.5 Your travel on any river cruise vessel during Your Tour/journey, including a Russian, French or Portuguese River Cruise, will also be subject to the Cruise Conditions which will be provided to You before Your Tour/journey. You can also obtain a copy of the Cruise Conditions by contacting Our customer service team at the Customer Service Contact Address.

5.6 If You make a Booking on behalf of any other person, You represent to Us that You have authority to make the Booking on behalf of and to legally bind them to the terms of the contract. You are responsible for the acts and omissions of those You are booking for.

5.7 “Validity Period” means 1 March 2018 to 31 December 2018.

5.8 “Cruise Conditions” means the Operator’s conditions of carriage for a river cruise vessel.

5.9 “Cruise Director” means any person designated by Us as the cruise director for any cruise component of Your Booking.

5.10 “Cruise Director’s Address” means the details for contacting Us in the case of a dispute.

5.11 “Itinerary” means the itinerary for Your Tour/journey issued by Us, subject to any amendments made by Us from time to time in accordance with the Contract.

5.12 “Itinerary” means the itinerary for Your Tour/journey issued by Us, subject to any amendments made by Us from time to time in accordance with the Contract.

5.13 “Personal Information” means information about You or any other person for whom You are making a Booking.

5.14 “Required Documentation” means any documents that may be required by any government or other authorities, including any necessary or legal consent or approval as well as any identification or travel documents.

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5.16 “Russian, French or Portuguese River Cruise” means a river cruise vessel component of Your Booking.

5.17 “Russian, French or Portuguese River Cruise” means a river cruise vessel component of Your Booking.

5.18 “Scenic” means Scenic USA Incorporation, Scenic UK Limited, Scenic Group New Zealand Limited, and Scenic Tours Australia (Pty) Ltd. as may be applicable.

5.19 “Service Provider” means any airline, coach, hotel, or other provider of the travel service.

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5.21 “Terms and Conditions” means the terms and conditions of booking and travel of the Operator of the vessel.

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5.23 “Validity Period” means 1 March 2018 to 31 December 2018. If You wish to change any incidental component of Your Booking, such as any pre or post cruise accommodations or airfare, You must pay the applicable change fee in accordance with clause 4.7.

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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 this Operator as contained in these laws of Switzerland (incorporating the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 1962 and the 1988 Convention of the International Maritime Organization) and applicable national laws (especially the Civil Code of Switzerland 1930 and its Federal Law on the Liability of Owners of International Navigating Vessels, 1988) (the "1988 Convention") and the International Convention for the Removal of Obstructions (the "1942 Convention") both in force in Switzerland, as well as any other relevant legal provisions in force in Switzerland. If the Cruise Conditions are subject to the provisions of the Athens Convention, such provisions apply to the extent of the limitations therein.

4.1 Scenic Sundowners is a seasonal highlight and is included for sailings departing from affected by technical issues, weather or unfavourable terrains and other factors outside
4.2 (ii) Internet availability and quality may vary from country to country and can also be
4.3 liable to You in relation to any such noise, vibration or odours.
4.4 cruise cabins: Your Tour/journey Price is based on the Cabin category indicated in the
4.5 requests for modified rooms must be made at the time of Booking and are subject
4.6 (v) Although We may use reasonable endeavours to ensure there are opportunities for
4.7 We are applicable to Any noise, vibration or odour present in any hotel, Cruise or land
4.8 cruising: Scenic Freechoice activities can be booked while on Tour/; your Cruise Director or Tour/; Director unless otherwise stated and are subject to availability, seasonal and operational factors. Some activities require
4.9 (c) Scenic Freechoice: All Scenic Freechoice activities can be booked while on Tour/
4.10 (a) Special Diets: You must advise Us in writing of any and all special requests and
4.11 (ii) For our land tour programs, if You are willing to share a room with another single
4.12 (b) The Contract is governed by the laws of the Province of British Columbia, and the
4.13 (ii) Internet availability and quality may vary from country to country and can also be
4.14 at Your own cost.
4.15 (ii) For our land tour programs, if You are willing to share a room with another single
4.16 (ii) Internet availability and quality may vary from country to country and can also be
4.17 (ii) Substitution: We may substitute hotel accommodation of a similar standard in the
4.18 (a) Substitution: We may substitute hotel accommodation of a similar standard in the
4.19 (i) passengers under the age of 21 years (as at the Tour/; journey Departure Date) must be
4.20 (ii) Our reservations consultant will book the most appropriate fare for Your Tour/;journey.
4.21 (ii) Airline passengers should consult with their airline as size and weight restrictions may
4.22 (iv) No refund will be given for unused transfers. Transfers cannot be routed to other
4.23 (ii) Our reservations consultant will book the most appropriate fare for Your Tour/;journey.
4.24 (iv) No refund will be given for unused transfers. Transfers cannot be routed to other
4.25 (ii) Due to the large number of passengers on board, We cannot provide a personal escort
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4.27 (iv) Photography: Our tour/journeys offer some of the most spectacular and beautiful
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