

Terms & Conditions

1. Contract

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

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

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

1.4 Your Itinerary does not form part of the Contract.

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

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

2. Meaning of Words

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

- (a) "Booking" means the booking You have made with Us for the Tour.
- (b) "Booking Deposit" means a booking deposit in an amount which We have notified You before You make Your Booking;
- (c) "Cruise" means a cruise constituting or forming part of Your Tour;
- (d) "Cruise Conditions" means the Operator's conditions of carriage for a river cruise vessel, which are available on Our Website and otherwise on request to Us.
- (e) "Cruise Director" means any person designated by Us as the cruise director for any Cruise.
- (f) "Customer Service Contact Address" means the details for contacting Us set out in clause 13.1 of the Conditions.
- (g) "Deposit Protection Plan" means Our deposit protection plan as set out on Our Website.
- (h) "Destination Specific Terms" means terms and conditions specific to a particular Tour, as published in the Tour Brochure or on Our Website for the relevant Tour, or, where applicable, set out in clause 14 of these Conditions.
- (i) "Drone" means an unmanned aerial vehicle or UAV, being an aircraft of any size that operates without a pilot on board.
- (j) "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 Tour beyond Our control.
- (k) "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.
- (l) "Itinerary" means the Itinerary for Your Tour issued by Us, subject to any amendments made by Us from time to time in accordance with the Contract.
- (m) "Operator" means the owner or operator of a river cruise vessel, who is a separate legal entity and business, whether or not related to Us.
- (n) "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.
- (o) "Service Provider" means any independent contractor engaged by Us to provide a Tour or any part of a Tour, and includes an Operator.
- (p) "Tour" means a tour or journey package offered or provided by Us.
- (q) "Tour Brochure" means the brochure for Your Tour published by Us in hard copy or electronically and includes any amendments notified on Our Website from time to time.
- (r) "Tour Departure Date" means the scheduled departure date for the Tour set out in Your Itinerary.
- (s) "Tour Director" means any person designated by Us as the tour director for Your Tour.
- (t) "Tour Price" means the total amount payable by You for the Tour. It includes the Booking Deposit.
- (u) "Validity Period" means in respect of a Tour Brochure, the validity period stated in that brochure.
- (v) "Website" means Scenic's website at www.scenic.ca
- (w) "Your Tour" means the Tour You have booked with Us, as outlined in Your Itinerary

3. Booking and Payment

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

- (a) Your Booking Deposit; or
 - (b) if Your Booking is made 120 days or less before the Tour Departure Date, the Tour Price and all other amounts payable under the Contract.
- 3.2 Except as indicated in clause 3.8, We will notify You of the Tour Price and provide You with Your Itinerary at the time of making Your Booking.
- 3.3 You must pay Your Booking Deposit within 48 hours after making Your Booking. If We do not receive Your Booking Deposit within 48 hours after You make Your Booking, We will automatically cancel Your Booking without further notice to You.
- 3.4 If You have made Your Booking through a travel agent, Your travel agent should forward Your Booking Deposit or Tour Price to Us on Your behalf. However, payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us only when We receive payment from Your travel agent.
- 3.5 Any accommodation, sightseeing or flights We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Tour Price and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit and Tour Price at the time which We notify You at or before You make Your Booking. Any requests for such additional services will not be processed until Your Booking Deposit is paid in full.
- 3.6 For some special offers, We may require payment of a further deposit before the balance of the Tour Price is due. We will notify You of any such requirement before You complete Your Booking and will confirm the payment details when we confirm Your Booking. You must make payment by the date notified by Us.
- 3.7 Except as required by law or in accordance with the Deposit Protection Plan, Booking Deposits are not refundable and are not transferable to other Tours or Bookings.

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

3.9 If clause 3.8 does not apply, You must pay to Us the balance of the Tour Price and all other amounts payable under the Contract no later than 90 days before the Tour Departure Date.

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

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

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

4. Prices, inclusions and fees

4.1 All Tour Prices are quoted in Canadian Dollars.

4.2 Your Tour Price includes all coach, rail and cruise travel set out in the Itinerary; the services of a Tour Director; airport transfers outside Canada; meals as specified in Your Itinerary; economy class group flights and air taxes as set out in your Itinerary; accommodation; sightseeing and admissions, where stated in Your Itinerary; port charges; all gratuities and tipping on land tours; and any other specific inclusions identified in Your Itinerary.

4.3 Unless expressly listed in Your Itinerary as an inclusion, Your Tour Price does not include airfares; airline taxes; shore excursions on ocean cruises; additional optional activities; accommodation 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.

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

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

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

- (a) If You book 21 days or less before the Tour Departure Date, You must pay a late booking fee of \$50.00 per Booking.
- (b) If You change Your Booking, other than by varying the Tour Departure Date, You must pay a change fee of \$50.00 per Booking. This fee is on account of administrative expenses incurred by Us in changing Your Tour and is a genuine and reasonable estimate of Our expenses.

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

| Days of notice prior to Tour/Journey commencement | Cancellation charge (per person) |
|---|----------------------------------|
| 91 days and over | Loss of deposit |
| 90 to 60 days | 35% of Tour Price |
| 59 to 30 days | 50% of Tour Price |
| Less than 30 days | 100% of Tour Price |

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

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

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

5. Cancellation, delays and changes to Your Itinerary

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

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

5.3 If We cancel a Tour, for whatever reason, before departure:

- (a) We will use reasonable endeavours to offer You the closest available tour or cruise departure. If the proposed alternative tour or cruise is:
 - (i) cheaper than Your original Tour Price, We will refund the difference to You; or
 - (ii) more expensive than Your original Tour Price, You must pay the difference to Us;
- (b) if You accept the proposed alternative tour or cruise, Your Itinerary will be amended accordingly and We will give You an updated Itinerary;
- (c) if You do not accept the proposed alternative tour or cruise within 7 days of being notified by Us of the alternative, We will cancel Your Booking, 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 Tour, 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 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 Tour You have booked in accordance with Your Itinerary. However, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your Itinerary and the Operator may need to make alterations to the Tour or Your Itinerary, before or after the commencement of the Tour. Where, due to circumstances outside the Operator's control, We are unable to provide the Tour in accordance with Your Itinerary, We will use reasonable endeavours to:

- (a) give You reasonable notice of any alterations, but there may be circumstances beyond Our control in which alterations will be required with little, or no, advance notice; and

(b) provide or arrange appropriate alternative activities, transport and accommodation as required.

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

- (a) high or low water levels in any river or canal;
- (b) lock closures, unscheduled vessel maintenance or other operational reasons;
- (c) road, river 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 Tour may include:

- (a) substitution of vessels for part or the whole of a Tour;
- (b) cabin changes on a vessel;
- (c) additional embarkations and disembarkations;
- (d) substitution of alternate transportation, including the use of motor coaches;
- (e) substitution of hotel accommodation for accommodation on a vessel;
- (f) alterations to arrival and departure times;
- (g) alterations to sightseeing activities; and
- (h) reductions or increases in the time spent at a location.

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

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

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

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

- (a) claim for distress, disappointment or loss of enjoyment arising from the alteration;
- (b) additional personal expenses incurred by You, including for food, beverages and personal items; or
- (c) costs associated with any other travel arrangements affected by the changes, including any costs and expenses incurred by You for cancelling or changing those other arrangements or arising from a failure to meet a connection.

6. Your Tour obligations

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

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

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

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

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

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

- (a) We will not refund to You all or any portion of the Tour Price; and
- (b) You will be responsible for any costs You incur as a result of Your failure to obtain the required Documentation, including any costs associated with re-joining the Tour.

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

7. Notification of General Risks

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

- (a) Tour variations or interruptions caused by road, river 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 closures; unscheduled vessel or vehicle maintenance;
- (b) changes to the Tour and Your Itinerary in the circumstances described in clause 5.6;

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

(d) other circumstances beyond Our control.

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

8. Liability

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

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

- (a) any Tour risks or other aspects of the Tour disclosed to You in the Contract;
- (b) any change to Your Itinerary or delays in departure or arrival times of aircraft, vessels or otherwise during the conduct of the Tour;
- (c) any loss or damage to Your baggage or belongings;
- (d) any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurateurs, transportation providers and medical personnel; or

