1. Contract

1.1 “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 understand Your rights and obligations. The Contract may also include additional terms and conditions applicable to a special offer, promotion, and/or, depending on your Tour, Destination Specific Promotion and/or.

1.2 If your Tour includes a Cruise, You will also be subject to the Cruise Conditions.

1.3 You confirm your understanding and acceptance of the Conditions and the Contract by paying your Booking Deposit or Tour Price and provide Us with Your Itinerary at the time of making Your Booking. Each person who makes Your Booking and each other person covered by the Contract.

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 and to legally bind them to the terms of the Contract, including the Conditions. Each person who makes a Booking is referred to as a "Guest." Each person who makes the Booking and each other person covered by the Booking is a "Party." Your Itinerary does not form part of the Contract.

1.5 Your Itinerary may be amended at any time but We will notify You of any changes in accordance with clause 3.3.

1.6 You will be bound by the current version of the Conditions at the time You make Your Booking.

1.7 All deposits refunds. 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 deposit, costs of travel curtailment, medical assistance 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) "acceptance" has the meaning stated in Your Itinerary;
(b) "Booking Deposit" means the deposit amount which We have notified You before You make Your Booking;
(c) "Customer Service Contact Address" means the details for contacting Us set out in clause 13.1 of the Conditions;
(d) "Deposit Protection Plan" means Our deposit protection plan set out on Our Website.

3. Booking and Payment

3.1 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. Your Booking is not confirmed until You have paid Your Booking Deposit.

3.2 Except as provided elsewhere in the Conditions, We will notify You of the Tour Price and all other amounts payable under the Contract no later than 90 days before the Tour Departure Date. You make Your Booking, We will automatically cancel Your Booking without notice to You.

3.3 If You make a Booking for a Tour that includes accommodation that is a Cruise, We will provide You with Your Itinerary at the time of making Your Booking.

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.

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3.6 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");

3.7 We will endeavour to make a substitution of similar specification or delay a Tour or Cruise, and to notify You of that decision, at least 60 days prior to the scheduled Tour Departure Date. If You do not accept the proposed alternative tour or cruise, We will refund to You all monies paid directly to Us and will have no further liability to You and Your next of kin, Your passport 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 requirements and any disabilities or other special requirements.

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

- changes in travel times, for example, in the case of a Cruise,
- delays, diversions or changes at any airport or for any Cruise,
- changes in the number of Cruise passengers,
- changes in the number of people travelling with Us, or
- any other event beyond Our control.

3.9 If We or the Operator substitute any vessel, motor coach or rail and cruise travel set out in the Itinerary; the services of a Cruise Director (if applicable) and/or Tour Director (if applicable) and/or guide (if applicable) with a similar standard of service, and You accept the proposed alternative tour or cruise, Your Itinerary will be amended accordingly and We will give You an updated Itinerary; if You do not accept the proposed alternative tour or cruise, We will refund to You all monies paid directly to Us and will have no further liability to You and Your next of kin.

4.1 You may cancel Your Booking at any time but We will notify You of any changes in accordance with clause 3.3.

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

- We will cancel or delay a scheduled Tour or Tour Departure Date.
- We will use reasonable endeavours to offer You the closest available tour or cruise departure. If We are unable to do so, and is a genuine and reasonable estimate of Our expenses.
- You acknowledge and agree that 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.
- We will consider payment has been received by Us when We notify You of Your Tour Price, We will refund the difference to You or,
- We will charge You more expensive than Your tour price, You must pay the difference to Us.
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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. If you cannot do this, you must contact us in writing and we will respond to you as soon as possible. You must choose whether to deal with the Tour Director or the Cruise Director as soon as reasonably practicable, as it may be possible for them to take steps to resolve your complaint.

2. Notification of General Risks
11.0 Information about your Tour
11.1 Tour Participation
(a) Special needs: We welcome you if you have a disability or other special need. We recommend that you advise us of any special requirements that you have when you book your Tour. However, if you fall ill or have an accident abroad, we will not be liable if we are unable to make reasonable adjustments, or if the treatment or assistance that you received is different from what you would have received in Australia.
(b) Changes to the Tour and Your Itinerary, depending on your disability, you may not be able to participate in the Tour.

11.2 Passenger Requirements
11.2.1 Maps, Pictures and Images
(a) Maps: Maps or other images contained in Tour 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. We will not be responsible for any errors or omissions that may appear in these maps.
(b) Photographs: Images and pictures are intended to represent what may be available. Although we try to ensure that the information is current, you are responsible for checking with the appropriate airline. If the required booking class is unavailable airfares booked as part of your Tour will be through an appropriate travel agent.
(c) Special Diets: You must advise us in writing of any and all special requirements or dietary needs. We recommend that you let us know of any special requirements as early as possible. However, we will not be responsible for any errors or omissions that may appear in this document.
(d) Scenic Enrich: It may not always be possible to offer every Scenic Enrich activity on your Tour. Wherever possible, suitable alternatives will be provided without liability to you.
(e) Privacy: Prices quoted in Tour Brochures are on a twin share basis. If your Tour is not a twin share booking we will notify you of the applicable single supplement fee or changes to your Tour. You may be able to claim the Single Payment Supplement Rate for the Tour, at the time of Booking.
(f) If you are sharing a room with another single traveller of the same gender, We will not be responsible for ensuring the accommodation is suitable for a single person. If you are unable to find a single traveller of the same gender for you to share a room with, We will not be responsible for the accommodation costs.
(g) Any limitation of number of single rooms and or cabins are available at a Single Supplement Rate for each Tour. In some locations, single rooms are smaller than double rooms. Where possible, We will try to match the single person to a single room. However, We will not be responsible for the accommodation costs.
(h) Young Passengers: If a child under the age of 12 years (as at the Tour Departure Date) must be accompanied by an adult and share their accommodation with an adult.
(i) Children under the age of 12 years are not encouraged and are accepted only if accompanied by an adult.

12. Air Travel and baggage
12.1 Air Travel and baggage
(a) Airline Conditions
(i) All airfares are subject to availability and conditions apply. We recommend that you check your airfare application to confirm you have received your Tour confirmation.
(ii) Some discounted airfares have conditions which means they cannot be used in conjunction with Tours. Full details and conditions may be obtained from us on request.
(iii) If you have any questions or concerns please contact Our customer service centre as follows: Our 24 hour Global Customer service centre.

12.2 Coach
(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 motorcoaches subject to space limitations.
(b) Travel sickness: If you suffer from travel sickness, you should arrange medication or any other appropriate alternative to treat your symptoms, as We cannot make allowances for this.

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