1. Conditions
(a) These terms and conditions ("Conditions") form the basis of the contract between You and Us ("Scenic", "We"), subject to the Cruise Conditions. You acknowledge and agree that there are general risks associated with the Cruise. If You have any questions, please contact the Cruise Director or the Tour Director. You must provide your travel documents to the Cruise Director or the Tour Director upon request.

2. Booking and Payment
(a) Booking direct with Us or through a travel agent. Your booking will be confirmed only when We have received:

(i) a Booking Deposit of $500 per person for room, suite or cabin for a cruise or tour;

(ii) a booking confirmation by email from Us confirming your booking and any balance payment due within 7 days of notification from Us, You will be deemed to have agreed to the modified cruise or tour as notified by Us.

(b) Completing our online booking form or requesting a brochure from Us. You are required to provide at least 21 days prior to the Tour Departure Date. If You are unable to book a tour, We will cancel Your Booking and refund Your booking deposit, less a $250 administration fee. In the event that You have made a booking and We have received a deposit, You must provide the current version of the Conditions to You upon request. You will be refunded the deposit within 7 days of the date We receive Your request for cancellation.

3. Itinerary
(a) Your Itinerary is not final and will be revised to include any additional activities, attractions or tour extensions.

4. Force Majeure Event
(a) If a Force Majeure Event occurs, We reserve the right to cancel the cruise or tour, or to transfer You to another cruise or tour of comparable value.

5. Cancellation, Delays and Changes to Itinerary
(a) The following Fees are payable in addition to the Tour Price:

5.1 Cancellation Fee:

- prior to 60 days: 100% of the Tour Price;
- 30 days or less: 100% of the Tour Price;
- 7 days or less: 100% of the Tour Price.

5.2 Delay:

- up to 24 hours: no charge;
- 24 to 48 hours: 50% of the Tour Price;
- more than 48 hours: no charge.

6. Other provisions
(a) These terms and conditions are the final agreement between You and Us and shall govern the relationship between You and Us. Subject to clause 8.1, but despite any other provision of the Contract, and in no event be liable for any loss, cost or damage You may suffer or incur.

7. Alterations to Your Itinerary or Cruise may include:

(a) substitution of vessels for part or the whole of a Tour;
(b) additional embarkations and disembarkations;
(c) substitution of the use of motor coaches or rail;
(d) substitution of hotel accommodation for accommodation on a vessel;
(e) alterations to arrival and departure times;
(f) changes in the time spent at a location;
(g) changes to the use of a vessel or coach;
(h) changes to any other part of the cruise or tour.

8. Exclusions and Limitations of Liability
(a) Subject to clause 8.1, but despite any other provision of the Contract, and in no event be liable for any loss, cost or damage You may suffer or incur.

9. Notice to You of any change in which alterations will be required to be made to the payment details when Should You confirm Your Booking. You must make payment by the date notified by Us.

10. General terms and conditions
(a) These terms and conditions are the final agreement between You and Us and shall govern the relationship between You and Us. Subject to clause 8.1, but despite any other provision of the Contract, and in no event be liable for any loss, cost or damage You may suffer or incur.

11. Guarantee
(a) If You have made a Booking for travel on a cruise or tour with Us, You must comply with all applicable laws, regulations and policies of the government, transport and other agencies.

12. Use of personal information
(a) You acknowledge and agree that there are general risks associated with the Cruise. If You have any questions, please contact the Cruise Director or the Tour Director. You must provide your travel documents to the Cruise Director or the Tour Director upon request. The following Fees are payable in addition to the Tour Price:

13. Force Majeure Event
(a) If a Force Majeure Event occurs, We reserve the right to cancel the cruise or tour, or to transfer You to another cruise or tour of comparable value.
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 thereof is limited to the supply of the goods or services again or payment of the cost of supplying the goods or services again.

9.0 Limitation of Liability

9.1 (a) In the case of goods: the cost of replacing the goods; or the cost of acquiring equivalent goods; or the cost of repairing the goods; or refunding the purchase price.

(b) in the case of services: supplying the services again or payment of the cost of supplying the services again.

(c) In all other cases: refund of the purchase price.

9.2 Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach thereof is limited, to one of the following:

(i) where the law allows a replacement or repaired goods: the replacement or repair.

(ii) where the law allows a refund of the purchase price: the purchase price.

9.3 The above liability limits apply whether the claim is based on contract, tort (including negligence), statute or other ground.

9.4 Our liability is not limited by any Statutory Guarantee, Condition or Warranty which cannot be excluded, Our liability to You for breach thereof is limited, to one of the following:

(i) where the law allows a replacement or repaired goods: the replacement or repair.

(ii) where the law allows a refund of the purchase price: the purchase price.

9.5 The above liability limits apply whether the claim is based on contract, tort (including negligence), statute or other ground.

9.6 If in respect of Your Tour we are liable to you for breach of contract or negligence then:

(a) Our liability is limited to the cost of the Tour Incurred unless the reason for the breach is a personal injury or death and then the term ‘cost’ does not include any costs of Claimant’s consequential loss.

(b) Under no circumstances will We be liable to you for any of the following:

(i) death or personal injury caused by Our negligence.

(ii) the cost of any accommodation or other services provided to you by us or our contractors or by any third party suppliers.

(iii) Your luggage or the contents of Your luggage or any other object brought by you or your luggage or any other object brought by you that is lost, damaged or destroyed during your Tour or whilst in the care of us or our contractors or third party suppliers.

(iv) for any indirect or consequential loss or damage.

9.7 In addition to Our obligation to provide the Tour, for the purposes of the Consumer Guarantees Act 1993 We guarantee Our Total Unbeatable Price. This guarantee is provided in good faith and is subject to the terms and conditions of these Terms and Conditions.

10.0 Termination of Contract

10.1 We may terminate the Contract at any time by giving You written notice of termination. The Termination shall be without prejudice to Our other rights and remedies and shall not affect any rights or remedies to which We are entitled in respect of any breach of the Contract by You or any other right or remedy at law. The Termination shall be without prejudice to any rights or remedies to which We are entitled in respect of any breach of the Contract by You or any other right or remedy at law.

10.2 The Termination is valid for Tour Dates during the Validity Period unless otherwise indicated in YourItinerary, and supersedes all previous brochures.

11.0 Important notices about Your Tour

11.1 Special offers: Special offers may be subject to your booking a Tour prior to the cut-off date(s). Your bookingmay be cancelled if the minimum number of participants is not reached. Your depositwill be refunded if we cancel the Tour due to non-availability.

11.2 Cancellations: If Your Tour is Cancelled, we or the Tour Operator will refund the amount paid. Any money paid for other services (e.g. travel insurance) is the responsibility of insurance companies.

11.3 Cancellation policy: Cancellation fees will apply if you cancel your booking. If you cancel your booking, we may be able to offer your space to another person. If we are able to find a replacement, you will be refunded the full amount paid less the cancellation fees. If we are unable to find a replacement, you will be liable for the full cost of the Tour.

11.4 Passenger Requirements: If you have any health concerns, please consult your doctor prior to booking your Tour.

11.5 Scenic® Terms and Conditions

11.6 Scenic® terms and conditions are subject to change. We reserve the right to modify these Terms and Conditions at any time.

12.0 Additional Important Information

12.1 Airline and travel baggage

12.1.1 Airline

(a) Airline baggage allowances: Allowances may vary depending on the airline. Please consult the airline’s website or their Customer Service for the most up-to-date information.

(b) Baggage insurance: It is recommended that you have travel insurance that includes baggage insurance.

12.2 Electricity

(a) Power outlets: Power outlets in some countries may use a different plug type. Please ensure you have the appropriate plug adapter or converter.

12.3 Emergency contact information

(a) Emergency contact number: In the event of an emergency, please contact your local emergency services.

(b) Medical emergency contact: In the event of a medical emergency, please contact your local hospital or emergency services.

12.4 Internet facilities

(a) Internet access: Internet access may be available on your Scenic Space and Scenic Tailormade cruise. Please check the specific cruise itinerary for details.

(b) Internet access fees: Internet access fees may apply, please check with your local internet service provider for details.

12.5 Language

(a) Language preference: The language spoken on the Tour will vary depending on the destination.

(b) Language assistance: If you require assistance in a specific language, please contact your local travel agent prior to booking your Tour.

12.6 Local laws and regulations

(a) Local laws: Please ensure you are aware of the local laws and regulations in your destination.

(b) Local authorities: It is important to follow the instructions of the local authorities at all times.

12.7 Medical

(a) Medical consultation: Please consult with your doctor prior to booking your Tour to ensure you are healthy and fit to travel.

(b) Medical supplies: Please ensure you have sufficient medical supplies for your Tour.

12.8 Money

(a) Currency: The currency used on your Tour will vary depending on your destination.

(b) Foreign exchange: It is recommended that you exchange currency prior to your Tour.

12.9 Personal belongings

(a) Luggage: Please ensure you have a suitable luggage allowance for your Tour.

(b) Valuables: It is recommended that you keep valuables in your hotel safe or with a trusted individual.

12.10 Personal items

(a) Personal items: Please ensure you have all necessary personal items for your Tour.

(b) Personal hygiene: Please ensure you have sufficient hygiene products for your Tour.

12.11 Pets

(a) Pet policy: Pet policies vary depending on your destination.

(b) Pet fees: Pet fees may apply depending on your destination.

12.12 Public holidays

(a) Public holidays: Public holidays may vary depending on your destination.

(b) Public holiday celebrations: Public holiday celebrations may vary depending on your destination.

12.13 Safety

(a) Safety guidelines: Safety guidelines vary depending on your destination.

(b) Safety resources: Safety resources may vary depending on your destination.

12.14 Security

(a) Security measures: Security measures may vary depending on your destination.

(b) Security alerts: Security alerts may vary depending on your destination.

12.15 Social norms

(a) Social norms: Social norms may vary depending on your destination.

(b) Social behavior: Please ensure you respect the social norms of your destination.

12.16 Special offers

(a) Special offers: Special offers may be subject to change.

(b) Special offers restrictions: Special offers may be subject to certain restrictions.

12.17 Special requests

(a) Special requests: Special requests may vary depending on your destination.

(b) Special requests restrictions: Special requests may be subject to certain restrictions.

12.18 Travel documents

(a) Travel documents: Travel documents may vary depending on your destination.

(b) Travel documents requirements: Travel documents requirements may vary depending on your destination.

12.19 Travel insurance

(a) Travel insurance: Travel insurance is recommended for all Tours.

(b) Travel insurance coverage: Travel insurance coverage may vary depending on your destination.

12.20 Weather

(a) Weather conditions: Weather conditions may vary depending on your destination.

(b) Weather forecasts: Weather forecasts may vary depending on your destination.

12.21 Wildlife

(a) Wildlife sightings: Wildlife sightings may vary depending on your destination.

(b) Wildlife conservation: Wildlife conservation efforts may vary depending on your destination.

12.22 Wildlife protection

(a) Wildlife protection laws: Wildlife protection laws may vary depending on your destination.

(b) Wildlife protection violations: Wildlife protection violations may vary depending on your destination.

12.23 Wildlife reserves

(a) Wildlife reserves: Wildlife reserves may vary depending on your destination.

(b) Wildlife reserves access: Wildlife reserves access may vary depending on your destination.

12.24 Wildlife sanctuaries

(a) Wildlife sanctuaries: Wildlife sanctuaries may vary depending on your destination.

(b) Wildlife sanctuaries access: Wildlife sanctuaries access may vary depending on your destination.

12.25 Wildlife species

(a) Wildlife species: Wildlife species may vary depending on your destination.

(b) Wildlife species identification: Wildlife species identification may vary depending on your destination.

12.26 Wildlife watching

(a) Wildlife watching: Wildlife watching may vary depending on your destination.

(b) Wildlife watching opportunities: Wildlife watching opportunities may vary depending on your destination.

12.27 Wildlife conservation

(a) Wildlife conservation efforts: Wildlife conservation efforts may vary depending on your destination.

(b) Wildlife conservation initiatives: Wildlife conservation initiatives may vary depending on your destination.