1. Contract

1.1 These terms and conditions (“Conditions”) form the basis of the contract between You and Scenic Tours Limited ("Scenic"); “We” or “Our” or “Us”; unless otherwise indicated, “You” means the person who makes the Booking and each other person covered by the Booking.

1.2 By making a Booking through Us, You understand Your rights and obligations. Your Contract may also include any additional terms and conditions applicable to a special offer or promotion, (“Additional Terms and Conditions”), and/or, depending on Your Tour, Destination Specific Terms.

1.3 By making a Booking, You are bound by the Conditions, Additional Terms and Conditions, if any, and/or Destination Specific Terms, as applicable, and You acknowledge that Scenic has the right to make amendments or variations to the Conditions or the Tour in accordance with these Terms.

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 on their behalf and to be responsible for their acts and omissions in connection with the Booking.

1.5 You understand Your rights and obligations under them. You confirm Your understanding and acceptance of the Conditions and any other relevant Terms and Conditions applicable to a special offer or promotion, (“Contract”). It is important that You read the Contract carefully to ensure that You understand Your rights and obligations. Your Contract may also include any additional terms and conditions applicable to a special offer or promotion, (“Additional Terms and Conditions”), and/or, depending on Your Tour, Destination Specific Terms.

1.6 If We Amend the Conditions, We will inform You of the Amendment(s). You will be deemed to have accepted the Amendment(s) if You do not request a written copy or electronically and includes any amendments notified on Our Website.

1.7 The “Booking Deposit” means a booking deposit in an amount which We have determined and which is payable by You to Us, and is a non-refundable payment and is not transferable to another person. You must make payment by the date notified to You in Your Booking Confirmation.

1.8 If You make Your Booking within 90 days of Your Tour Departure Date, We will confirm Your Tour by sending You written notice of cancellation of the Booking and You must pay the Tour Price in full to the extent necessary to meet any increase in the Tour costs for Your Tour and will be at Your expense.

1.9 We may accept or reject Your request at Our absolute discretion and if We accept, We will require You to provide the current version of the Conditions to You upon request. We will consider payment has been received by Us only when We have received it and it is reflected in the current version of the Conditions.

1.10 You must pay Your Booking Deposit within 48 hours after making Your Booking.

1.11 You may return Your Booking Deposit only if the booking is cancelled by Us for reasons within Our control.

2.10 All travel involves risks. We strongly recommend You take out comprehensive travel insurance to cover You against risks associated with Your Tour including cover for loss of luggage, medical expenses, airfares and other 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 Deposit” 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 on a river or a lake.

(d) “Cruise Departure Date” means the date set out in Your Tour Itinerary, the date you are advised to disembark from Your Cruise or the date Your Cruise will commence, whichever is the later.

(e) “Cruise Director” means any person designated by Us as the cruise director for Your Cruise.

(f) “Customer Service Contact Address” means the details for contacting one of our team at the Customer Service Contact Address. It is important that You keep Your booking records safe and secure to ensure that You understand Your rights and obligations under them. You confirm Your understanding and acceptance of the Conditions by paying Your Booking Deposit or making a payment for the Tour in accordance with the Conditions.

(g) “Day” means the current version of the Conditions at the time You make Your Booking.

(h) “Day 0” means the day prior to Your Tour commencement.

2.2 If We delay the departure of a Tour, for whatever reason, for more than 7 days, You may be entitled to a refund of the Tour Price and will be at Your expense.

2.3 If We, the Cruise Director, the Tour Director or any of Our staff or any Service Provider consider You are negatively affecting Your health, safety or enjoyment of the Tour, or that of other passengers, We may terminate the Contract and withdraw You from the Tour with immediate effect. If it is reasonably practicable to do so, We will provide a warning to You and allow You an opportunity to rectify Your behaviour before We withdraw You from the Tour. This will not affect Your right to receive a refund of the Tour Price.

2.4 If Your Booking is cancelled, We may withdraw You from the Tour or reimburse You for all additional costs resulting from the change. Additional costs may include administrative expenses incurred by Us in changing Your Tour and is a genuine and reasonable estimate of Our expenses.

2.5 You are responsible for and must pay all costs for services incurred in connection with the Tour and which are not included in the Tour Price and are outside of the normal course of the Tour.

3. 10 A name change for a Guest or a change to the Tour Departure Date is possible, where it is lawful to do so. All exclusions and limitations of Our liability will be subject to and shall apply in accordance with the relevant national laws, regulations and codes of practice, including the Australian Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, the exercise of a right conferred by such provision, or any of Our liability for breach of a guarantee, condition or warranty implied by such a provision, or any of Our liability for breach of comparable warranties or conditions. Our liability under the Contract must be read subject to this clause.

3. 15 a) You may not transfer Your Booking to any third party for any reason, including but not limited to 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;

(b) national or local holidays affecting the closure of public buildings and attractions;

(c) force of nature; flight; schedule changes or cancellations; closure of bridges or roads; epidemics or pandemics; police order; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or

(d) war or military activities.

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

4. Liability

4.1 Nothing in these Conditions or the Contract operates to exclude, restrict or modify Our liability, including any liability under the Australian Consumer Law, in any way that may be applicable, including the United States of America Federal, State or territory legislation, or the Australian Competition and Consumer Commission Act 2010, regarding tort, breach of contract, negligence of any third parties providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurants, tour operators and any other third party involved in Your Tour.

4.2 If You suffer any injury or death resulting from the acts or omissions of any third party providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurants, tour operators and any other third party involved in Your Tour.

4.10 a) You may not transfer Your Booking to any third party for any reason, including but not limited to 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;

(b) national or local holidays affecting the closure of public buildings and attractions;

(c) force of nature; flight; schedule changes or cancellations; closure of bridges or roads; epidemics or pandemics; police order; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or

(d) war or military activities.

4.11 You are responsible for and must pay all costs for services incurred in connection with the Tour and which are not included in the Tour Price and are outside of the normal course of the Tour.

4.2 If You suffer any injury or death resulting from the acts or omissions of any third party providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurants, tour operators and any other third party involved in Your Tour.

4.3 If We have endured any loss, cost or damage as a result of these general risks. Such general risks include:

(a) Tour variations or interruptions caused by road, river or weather conditions;

(b) national or local holidays affecting the closure of public buildings and attractions;

(c) force of nature; flight; schedule changes or cancellations; closure of bridges or roads; epidemics or pandemics; police order; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or

(d) war or military activities.

4.4 If You make a Booking through a travel agent, Your travel agent shall not be deemed to be an agent or representative of Us.

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4.6 If You make a Booking through Us, We will confirm Your Booking by sending You written notice of cancellation of the Booking and You must pay the Tour Price in full to the extent necessary to meet any increase in the Tour costs for Your Tour and will be at Your expense.

4.7 We will endeavour to make any decision to cancel or delay a Tour or Cruise, for whatever reason, as early as possible and will give You, if possible, at least 24 Hours notice prior to the Tour or Cruise Date.

4.8 We reserve the right not to honour any published prices that We determine, without giving any prior notice, to be incorrect. If we add an additional element to the Tour for any reason, We will offer You the option of canceling the Booking and receiving a full refund of the Tour Price and all other amounts payable under the Contract.

4.9 If We cancel a Tour, for whatever reason, before departure, You will have the following rights and options available to You, which We may accept or reject at Our absolute discretion and if We accept, We will require You to provide the current version of the Conditions to You upon request. We will consider payment has been received by Us only when We have received it and it is reflected in the current version of the Conditions.

4.10 If You book 2 days or less before the Tour Date, You must pay a booking fee of $500.00 per Tour.

4.11 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.

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

4.13 We regret that we cannot accept any responsibility for any loss, cost or damage You may suffer or incur.

4.14 You are responsible for and must pay all costs for services incurred in connection with the Tour and which are not included in the Tour Price and are outside of the normal course of the Tour.

4.15 It is important that You keep Your booking records safe and secure to ensure that You understand Your rights and obligations under them. You confirm Your understanding and acceptance of the Conditions by paying Your Booking Deposit or making a payment for the Tour in accordance with the Conditions.

4.16 If you accept the Tour Price, You must pay the booking fee of $500.00 per Tour.

4.17 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.

4.18 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.

4.19 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.

4.20 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.

4.21 We may offer You the closest available tour or re-book You on a Tour of a different type. If You accept the Tour Price and will be at Your expense.
11.2 Cruises

(ii) If You miss the pre-booked transfer You will be responsible for making Your own way back to the hotel.

(iii) If You require alternative accommodation You will be charged for the additional cost.

(iv) If You request a change of itinerary for reasons other than those outlined in this clause, You will be responsible for the additional costs incurred.

(v) All airfares are subject to availability and conditions apply.

(vi) If You request a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(vii) All airfares are subject to availability and conditions apply.

(viii) All airfares are subject to availability and conditions apply.

12.1 Air Travel and baggage

(i) If Yourequest a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(ii) You will be responsible for the additional costs incurred.

(iii) All airfares are subject to availability and conditions apply.

(iv) All airfares are subject to availability and conditions apply.

(v) All airfares are subject to availability and conditions apply.

(vi) All airfares are subject to availability and conditions apply.

(vii) All airfares are subject to availability and conditions apply.

(viii) All airfares are subject to availability and conditions apply.

12.2 Maps, Pictures and Images

(i) Complimentary Internet service does not apply to any third-party suppliers.

(ii) Our reservations consultant will book an appropriate fare for Your Tour.

(iii) All airfares are subject to availability and conditions apply.

(iv) If You request a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(v) All airfares are subject to availability and conditions apply.

(vi) All airfares are subject to availability and conditions apply.

(vii) All airfares are subject to availability and conditions apply.

(viii) All airfares are subject to availability and conditions apply.

12.3 Solo Passengers and Single Accommodation

(i) Young Passengers:

(ii) If You are willing to share a room with another single traveller of the same gender, We will endeavour to match You with another single traveller of the same gender.

(iii) If You request a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(iv) All airfares are subject to availability and conditions apply.

(v) All airfares are subject to availability and conditions apply.

(vi) All airfares are subject to availability and conditions apply.

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12.4 Maps, Pictures and Images

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(ii) Our reservations consultant will book an appropriate fare for Your Tour.

(iii) All airfares are subject to availability and conditions apply.

(iv) If You request a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(v) All airfares are subject to availability and conditions apply.

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(vii) All airfares are subject to availability and conditions apply.

(viii) All airfares are subject to availability and conditions apply.

13.3 Passenger Requirements

(a) Special Diets: You must advise Us in writing of any and all special dietary requirements and any necessary supplementary meals. You will be responsible for arranging and paying for any supplementary meals.

(b) Children: You must advise Us in writing of any of Your children that are to travel with You.

(c) Young Passengers: Young passengers must have written consent from their parents or guardians to travel alone.

(d) Smoking: Smoking is limited to designated smoking areas during Your Tour. You acknowledge and agree that We shall not be liable for any loss or damage suffered by You or any third party resulting from Your smoking.

(e) Alcohol: You acknowledge and agree that We shall not be liable for any loss or damage suffered by You or any third party resulting from Your consumption of alcohol.

(f) Noise, Vibration and Odours: You acknowledge and agree that We shall not be liable for any loss or damage suffered by You or any third party resulting from Your exposure to noise, vibration and odours.

(g) Lifejackets: You acknowledge and agree that We shall not be liable for any loss or damage suffered by You or any third party resulting from Your exposure to lifejackets.

(h) Currency and cards

(i) All purchases on board a cruise ship are charged to Your shipboard account. The on-board currency is the currency of the country of the cruise ship.

(ii) Shipboard accounts may be settled by these currencies or credit card.

(iii) Internet services onboard are available for a fee.

13.4 Contact Details

(i) If You are travelling with another single traveller of the same gender, We will endeavour to match You with another single traveller of the same gender.

(ii) If You request a change of itinerary due to illness, medical reasons or other unforeseen circumstances, You will be responsible for the additional costs incurred.

(iii) All airfares are subject to availability and conditions apply.

(iv) All airfares are subject to availability and conditions apply.

(v) All airfares are subject to availability and conditions apply.

(vi) All airfares are subject to availability and conditions apply.

(vii) All airfares are subject to availability and conditions apply.

(viii) All airfares are subject to availability and conditions apply.

14.1 Inbound Flights

(i) Inbound Flights: You must make Your own way back to the hotel.

(ii) All airfares are subject to availability and conditions apply.

(iii) All airfares are subject to availability and conditions apply.

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(v) All airfares are subject to availability and conditions apply.

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