1. Contract
1.1 The terms and conditions (“Conditions”) form the basis of the contract between You and ST Touring Canada Limited (“Scenic”, “We” or “Our”). These Conditions shall prevail over any other terms and conditions likely to have been given to You by mail, telephone, telex or otherwise. You shall be deemed to have read and understood Your rights and obligations. Your Contract may also include additional terms and conditions applicable to a special offer or particular travel arrangements. If so, these additional terms and conditions will be included in Your contract and/or set out in Your booking documentation.
1.2 If Your Tour includes a Cruise, You will also be subject to the Cruise Operator’s Conditions.
1.3 You confirm Your understanding and acceptance of the Conditions and the following words and expressions have the meanings as specified in clause 1.2. These Conditions and the following words and expressions shall form the basis of Your Contract. If Your Tour involves travel in a separate country (based on the Operator Conditions) with each Operator. Although the Operator may provide certain services to You, it is a separate legal entity and business, whether or not related to Us.
1.5 “You”, “Your”, “Guest” or “Passenger” means the person who makes the Booking and who is entitled to receive all the services set out in Your Itinerary; the services of a Cruise Director (if applicable) and/or Tour Director; the services of a Train Director; and the services of a Coach Director (if applicable) and/or a Train Director. Your ITinerary includes the services set out in Your Itinerary, including the accommodation, meals, transport, sightseeing and all other services set forth in Your Itinerary, whether by Us or by a Service Provider. Any variation or substitution made by Us or any Service Provider will be at Your own risk.
1.6 “Tour” means the Tour You have booked with Us, as outlined in Your Tour Brochure.
1.7 “Tour Price” means the total amount payable by You for the Tour. It includes but is not limited to the following:

   - ALL coach, rail and cruise travel set out in Your Itinerary;
   - The services of a Cruise Director (if applicable) and/or Tour Director;
   - The services of a Train Director;
   - The services of a Coach Director (if applicable) and/or a Train Director;
   - All other services set forth in Your Itinerary;
   - All taxes and duties charged by governments and taxation authorities.

Your Tour Price includes all coach, rail and cruise travel set out in Your Itinerary; the services of a Cruise Director (if applicable) and/or Tour Director; the services of a Train Director; and the services of a Coach Director (if applicable) and/or a Train Director. Your ITinerary includes the services set out in Your Itinerary, including the accommodation, Meals, transport, sightseeing and all other services set forth in Your Itinerary, whether by Us or by a Service Provider. Any variation or substitution made by Us or any Service Provider will be at Your own risk.

2. Booking and Payment
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3. Cancellation, delays and changes to Your Tour
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6. Liability
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7. Guarantee
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8. General Conditions
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9. Terms and Conditions
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10. Scenic’s Relationship with You
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8. You acknowledge and agree that the liability of Us is limited to the Tour Price You have paid.

9. In the event of Your non-arrival at a travel location, We are not liable for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expense.

10. Subject to clause 8.1, but despite any other provision of the Contract, and to the extent permitted by law, We are not liable to You for any loss or expense resulting from any cause or consequence, the direct or indirect result or consequence of any act, omission or negligence of any third parties providing goods or services to You during the Tour or any travel or accommodation or any actions taken by any government, operators, restaurateurs, transport providers or medical personnel; or

11. any disappointment or loss of enjoyment due to circumstances outlined in the Tour Brochure or Tour Reservation Form.

12. Subject to clause 8.1. You acknowledge and agree that We are not liable to You, under any circumstances, for breach of such an implied guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited to one or more of the following:

(a) in the case of goods: the repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacement or supply of equivalent goods; or

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

13. In order for Us to process Your Booking and provide the Tour to You, You will need to provide Us, and We will need to use Personal Information. We will use Personal Information for the purpose of providing the Tour to You and for any other purpose allowed by applicable law.

14. Your Tour Price is based on the Cabin category indicated on Your Tour Brochure and is only available if You book Your cabin before the Cut-Off Date.

15. All-inclusive beverages: If Your Tour includes an all-inclusive beverage package, the following provisions apply:

(a) All-inclusive beverages are included in the Tour Price unless You are a single traveller and have requested a Single Room or Cabin and are subject to availability and to reasonable business operation.

(b) All-inclusive beverages include a limited number of selected alcoholic and non-alcoholic beverages during Your Tour.

(c) All-inclusive beverages may include a limited number of alcoholic beverages served and charged for a limited time.

(d) All-inclusive beverages may include a limited number of alcoholic beverages served and charged for a limited time.