Terms & Conditions

1. Contract

1.1 These terms and conditions ("Conditions") form the basis of the contract between You and Scenic Eclipse Canada Limited ("Scenic"), Scenic Eclipse Canada, Inc ("Scenic US"); or ("Contract"). It is important that You read these Conditions carefully as they set out the obligations of Scenic, the guarantees you can expect to receive, and the limitations of these guarantees. Your contract will be either a Scenic Canada Contract, a Scenic US Contract, or a Combined Scenic US and Canada Contract, depending on the Scenic entity through which Your Booking is made. You must not pay any amounts to Us in this case, and We will cancel any Booking in Your favour. We will not accept any liability for any loss or damage that may occur to You or others at any time.

1.2 If You are making a Booking on behalf of any other person, You represented to Us that You have the authority to accept these Conditions on behalf of that other person and that You have the authority to commit that other person to the performance of the contract. If You are making a Booking on behalf of any other person, You will be responsible for ensuring that that other person is aware of and同意s to be bound by these Conditions.

1.3 You may make a Booking for an additional person, at any time before or after You make a Booking, by paying Your Booking Deposit or otherwise paying any part of the price of Your Tour. If You make such a Booking for an additional person, You will not be liable to pay any additional charges for any services that are not used by that additional person. The balance of the Tour Price is due at the time when We notify You of any such requirement before You complete Your Booking and will confirm the payment details when We confirm Your Booking. Your Booking must be confirmed within a reasonable period of time after You pay the deposit. You may not make any payments to Us in this case, and We will cancel any Booking in Your favour. You will not be liable to pay any additional charges for any services that are not used by that additional person. We will not pay the Booking Deposit to You or any additional person.

1.4 If You are making a Booking for an additional person, You represent to Us that You have the authority to accept these Conditions on behalf of that other person and that You have the authority to commit that other person to the performance of the contract. If You are making a Booking for an additional person, You will be responsible for ensuring that that other person is aware of and同意s to be bound by these Conditions.

1.5 You will be bound by these Conditions from time to time. We will amend the Conditions from time to time. We will provide You with a written version of the Conditions from time to time. If We make any amendment to these Conditions, We will notify You of the amendment and change the Conditions to reflect the amendment. You will be bound by the current version of the Conditions at the time You make Your Booking.

1.6 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 or before You make any other payments to Us. You must not use any additional services that are not included in the price of Your Tour. If You or any additional person make use of any such additional services, You will be charged for those additional services. You will be charged for those additional services at the time which We notify You or before You make any other payments to Us. You must not make any payments to Us in this case, and We will cancel any Booking in Your favour. We will not pay the Booking Deposit to You or any additional person.

1.7 Except as included in clause 3.4, We will notify You of Your Deposit or the Tour Price and You will not be liable for any additional charges for any services that are not used by You or that are not included in the price of Your Tour. You may not make any payments to Us in this case, and We will cancel any Booking in Your favour. You will not be liable to pay any additional charges for any services that are not used by You or that are not included in the price of Your Tour.

1.8 You must pay the deposit within 7 days of making Your Booking. If We do not receive the deposit within 7 days of making Your Booking, We will automatically cancel Your Booking without further notice to You.

1.9 If Your Booking is made 120 days or less before the Tour Date, the Tour Price and/or any additional charges for any services that are not used by You will be paid at the time of the Booking.

1.10 We will notify You of the Force Majeure Event.

1.11 If Your Booking is cancelled, if the Force Majeure Event delays the performance of the Tour for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event, We will immediately terminate the Contract, if the Force Majeure Event delays the performance of the Tour for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event. If You choose to receive a full refund of all amounts paid to Us, We will pay You a full refund of all amounts paid to Us, less any amounts paid directly to Us and We will have no further liability to You.

1.12 If Your Booking is not cancelled, if the Force Majeure Event delays the performance of the Tour within 7 days of being notified of Us, We will cancel Your Booking, refund to You all monies paid directly to Us and We will have no further liability to You.

1.13 We will not be liable for any loss or damage that We have not been notified of or that We have not caused, whether or not We were notified of or caused that loss or damage.

1.14 We will not be liable for any loss or damage that We have not been notified of or that We have not caused, whether or not We were notified of or caused that loss or damage.

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

(a) a full refund of all amounts paid to Us;

(b) if Your Booking is made 120 days or less before the Tour Date, the Tour Price and/or any additional charges for any services that are not used by You will be paid at the time of the Booking.

3.2 Except as included in clause 3.4, We will notify You of the Tour Price and You will not be liable for any additional charges for any services that are not used by You or that are not included in the price of Your Tour. You may not make any payments to Us in this case, and We will cancel any Booking in Your favour.

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You acknowledge that Antartica, the Americas, Transantarctic crossings and the Arctic & Fjords regions are remote areas with limited medical facilities available.

Currency and credits

All payments must be made in US Dollars or the equivalent to the booker's account prior to or before embarkation. Any balance may be paid by MasterCard, VISA or Visa Signature, American Express, or Diners Club. You are responsible for any service fees charged by your bank or credit card company. You must settle any outstanding balance due to the Shipowner on your behalf.

You acknowledge that your tour may include noise, vibration and odour. You will be responsible for advising us in advance of any special requests or needs. You acknowledge that the use of alcohol, if any, is for passengers' own account and that we do not ensure, control or warrant any safety aspect of such use.

(g) Noise, vibration and odour:

We will make reasonable efforts to prevent or limit noise or disturbance caused by the ship or any of its passengers. We will also advise you of any noise or disturbance that may be caused by the ship or any of its passengers.

Your Cruise for the comfort of all passengers.

If Your Tour includes a Cruise, the following provisions apply:

We are unable to provide for or otherwise support any passenger with special needs. You may request the services of a team leader or a Cruise Director.

We cannot provide for any or all of Your special needs;

We may or may not include in Your Itinerary.

Subject to clause 8, You acknowledge and agree that while Your Tour, any part of Your Tour or any service supplied by us in connection with Your Tour, You are responsible for Your own health, safety and enjoyment, and that we cannot be held liable for any injury, damage or loss suffered by You or any of Your companions.

It is therefore very important that You look the Contract Details up at the Customer Service Centre or on our Website. for marketing purposes, unless You tell us that You do not want to do so. You may do this by contacting the Customer Service Centre.

(f) Noise, vibration and odour:

We will make reasonable efforts to prevent or limit noise or disturbance caused by the ship or any of its passengers. We will also advise you of any noise or disturbance that may be caused by the ship or any of its passengers.

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