1. Contract

1.1 These terms and conditions ("Conditions") form the basis of the contract between You and ST Toronto Canada Limited ("Scenic"; or "we" or "Our") . It is important that You read these Conditions carefully. They set out the terms and conditions of the contract between us and any other person who may be included in the terms of the Contract, including the Conditions, Each reference to "You" to "You" ("Your"), "You are" or "Your Booking" includes any other person who may be included in the terms of the contract.

1.2 No variation to these Conditions shall be effective unless agreed in writing by Us. These Conditions shall not apply to any contract made in respect of Competitors, unless otherwise agreed in writing by Us. These Conditions shall not apply to any contract made in respect of Competitors, unless otherwise agreed in writing by Us.

1.3 If You make a Booking on behalf of any other person, You represent to Us that You have the authority to bind such person and You agree that You are liable for the payment of the price of the Contract and all of Your obligations under these Conditions on behalf of the person(s) for whom You make the Booking. You shall indemnify Us against any loss, cost or damage (including loss of enjoyment) or other dispositions to the extent necessary to meet any increase in the Tour costs for reasons outside Our control.

1.4 If clause 3.8 does not apply, You must pay to Us the balance of the Tour Price and all other amounts due and payable under the Contract by contacting our customer service team at the Customer Service Contact Address. If You cancel a Booking for any reason prior to Your Tour Departure Date, You will be liable for the following cancellation fee:

Days of notice prior to Tour Departure
130 days and over
91 to 90 days
81 to 90 days
71 to 90 days
61 to 91 days
51 to 90 days
41 to 90 days
31 to 90 days
21 to 90 days
11 to 90 days
10 or less
Cancellation charge (per person)
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit
Loss of deposit

2. Meaning of Words

2.1 In the following words and expressions the meanings have the following meaning:

(a) "Booking" 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 or otherwise agreed in writing.

(c) "Captain" means the captain of a Cruise Vessel.

(d) "Cruise Vessel" means any vessel used for the purpose of providing a Cruise and is part of our business.

(e) "Customer Service Contact Address" means the details of contacting Us in respect of a Booking.

(f) "Drone" means an unmanned aerial vehicle or UAV, being an aircraft of any size that operates without the possibility of direct human control.

(g) "Frequently Asked Question" means a question that is commonly asked by customers.

(h) "General Waiver" means the General Waiver that is provided to You at the time of booking.

(i) "Itinerary" means any itinerary or suggested plan for a cruise or tour operated by Us.

(j) "Discovery Team Leader" means any person designated by Us as the Discovery Team Leader.

(k) "Drone" means an unmanned aerial vehicle or UAV, being an aircraft of any size that operates without the possibility of direct human control.

(l) "Scenic" means Scenic Touring Group Limited.

(m) "Service Provider" means any person, firm, corporation or other legal entity and business, whether or not related to Us.

(n) "Weather" means any weather conditions that may affect the conduct of the Service Provider, You or other passengers.

(o) "Cruise Vessel" means any vessel used for the purpose of providing a Cruise and is part of our business.

(p) "Cruise Vessel" means any vessel used for the purpose of providing a Cruise and is part of our business.

(q) "Service Provider" means any person, firm, corporation or other legal entity and business, whether or not related to Us.

(r) "Goes" means Go's service or transportation service.

(s) "Personal Information" means information about You and any other person for whose data We have a legal obligation to process.
Eclipse. This includes champagne, beer, wine, soft drinks, fruit juices, specialty teas.

(iii) We do not guarantee the availability or quality of Internet connections or services.

affected by technical issues, weather or unfavourable terrain and other factors.

(ii) Currency and credit cards

the provision of any medical care you may require or choose to accept during your

(iii) We are not, and our Service Providers and the Operators are not, liable regarding

available.

photographic “opportunity”.

call which, in our sole judgement and discretion, is justified for any reason and to do

Brochure. Upgrades are subject to availability and will be at an additional cost.

The deck plan, cabin sizes, images, inclusions and layout in the Tour

11.2 Cruises

Team Leader or Cruise Director.

(vi) embarking and disembarking the tenders, Zodiacs, kayaks and submarine are via a

It is important to note that:

(f) no rules of construction apply to Our disadvantage on the basis that these

(a) headings are for convenience only and do not affect interpretation;

(b) currency is for any form is not a word of limitation.

If rules of construction apply to Our disadvantage on the basis that these

10.4

survives termination.

10.18

checking organisations. Some of the persons to whom We provide Your Personal

In order for Us to process Your Booking and provide the Tour to You, You will need to

We may only waive a right or remedy created under these Conditions in writing.

13.3

8:00am to 8:00pm EST Monday to Friday and 8:00am to 5:00pm PST/9:00am to

Your chosen tour and will be advised once international flights are within range to be

b) Solo Passengers and Single Accommodation

Scenic Freechoice:

fitness and are in good health before participating in these excursions.

physical condition and appropriately attired to deal with these conditions. Scenic

(iv) No refund will be given for unused transfers. Transfers cannot be routed to other

You cannot or will not abide by any reasonable directions of the Captain, Discovery

(iv) No refund will be given for unused transfers. Transfers cannot be routed to other

We reserve the right to charge a per person fuel supplement in the event that the

Brent* Crude oil increases materially any time after 28 February 2018 up to and

We reserve the right to charge a per person fuel supplement in the event that the

Not later than 15 days before the Tour Departure Date, expectant mothers are

We complete your booking, and you are informed by email that you have been

We reserve the right to charge a per person fuel supplement in the event that the

We reserve the right to charge a per person fuel supplement in the event that the

prices for the internal flights included in Your itinerary are based on Your

Canadian gateway city a surcharge will apply for the internal flights. Internal flights

meters or higher above sea level which may result in AMS (caused by lack of oxygen at

It is Your responsibility to ensure You have all required

14.10

refuse to comply with all reasonable directions of the Cruise Director, Tour

If You need to contact Us during Your Tour, We recommend that if it is practicable

14.9

To You for any loss, damage, breach of contract or negligence relating to Your luggage

14.7 Scenic Discovery Excursions:

14.8

If We or an Operator allow You to operate a Drone as part of an

14.5

If You choose to participate in any of these excursions, you should be in appropriate

14.4

We may require You to provide evidence of fitness for these activities to Your

It is important to note that:

(v) Depending on departure date and time of booking the required booking class for

(ii) Selected items such as a very small number of rare, fine and vintage wines,

minibars.

(i) We welcome You if You have a disability or other special need,

We are not, and our Service Providers and the Operators are not, liable regarding

We reserve the right to charge a per person fuel supplement in the event that the

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