1. Contract
1.1 These terms and conditions ("Conditions") form the basis of the contract between you and Scenic Tours Canada Limited ("Scenic", "We", "Us" or "Our") for the provision of a Tour or any part of a Tour. These Conditions are not negotiable and the only thing we will negotiate is the cost of the Tour, if at all. You should understand your rights and obligations. Your Contract may also include additional terms and conditions, including terms applicable to a special offer or promotion, and/or, depending on your Tour, Destination Specific Terms.

1.2 If your Tour includes a Cruise, you will also be subject to the Cruise Conditions. 
1.3 If you have booked another means of transport as part of your Tour, and the Contract by paying your Booking Deposit or otherwise paying any part of the price of your Tour, you are entering into a separate contract with the relevant Service Provider, the Cruise Director or Us, as appropriate. The Cruise Conditions are published on our Website and are available for inspection by contacting one of our team at the Customer Service Contact Address. It is important that you read the Cruise Conditions carefully to understand your rights and obligations under them. You confirm your understanding and acceptance of the terms of the Cruise Conditions as part of this Contract with Us.

1.4 If you make a Booking on behalf of any other person, you represent to us that you need the Contract carefully to ensure that you understand your rights and obligations. Your Contract may also include additional terms and conditions, including terms applicable to a special offer or promotion, and/or, depending on your Tour, Destination Specific Terms.

1.5 Your Itinerary does not form part of the Contract.

1.6 We may amend these Conditions from time to time. If we amend the Conditions, We will notify you in writing of the amendments. You may, within 7 days of receiving the notification, withdraw from the Contract by giving notice in writing to Us at the Customer Service Contact Address. If you do so, we will return all moneys paid by you without further deduction and You will not be subject to any penalty. If you do not withdraw from the Contract, the amended Conditions will apply with effect from the date on which We give you notice of the amendments.

1.7 If your Tour includes a Cruise, your transportation on any river cruise vessel during your Tour, will also be subject to the terms and conditions of the Operator of the Cruise of your chosen Cruise line. The draft terms and conditions of the Operator of the Cruise line are published on our Website and are available for inspection by contacting one of our team at the Customer Service Contact Address. It is important that you read the Cruise Conditions carefully to understand your rights and obligations under them. You confirm your understanding and acceptance of the terms of the Cruise Conditions as part of this Contract with Us.

1.8 We recommend that you strongly recommend you take out comprehensive travel insurance with a reputable insurance company to cover you against risks associated with your Tour including cover for loss of luggage, medical expenses and costs directly caused or 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" means the booking you have made with us for your Tour.
- (b) "Booking Deposit" means any deposit that you have paid to Us in advance of your payment of the full Tour Price.
- (c) "Cruise" means a cruise constituting part of your Tour.
- (d) "Cruise Director" means the person responsible for your cruise;
- (e) "Cruise Conditions" means the conditions to which the Cruise is subject.
- (f) "Cruise Price" means the price of the Cruise;
- (g) "Customer Service Contact Address" means the details for contacting us set out on our Website;
- (h) "Day" means a calendar day;
- (i) "Depot" means any temporary address, set out in clause 14 of these Conditions.
- (j) ".Forcible Majeure Event" means any act of God, war, terrorism, fire, flood or other natural disaster, civil disturbance, riot, civil war, strikes, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, semi-government or other authorities, including, without limitation, fire, flood or other natural disasters,引起的 by sub-contractors, suppliers or other third parties (including telecommunications, civil servants, or governmental or other authorities, for example, in the course of a national emergency);
- (k) "Guest Contact Details" means contact details which you have provided to us;
- (l) "Itinerary" means the details for your Tour set out in your Booking, as well as Your Itinerary; the services of a Cruise Director (if applicable) and/or Tour Director; and any changes to the Itinerary;
- (m) "Passenger" means any independent contractor engaged by us to provide a Tour or any part of a Tour, and includes an Operator.
- (n) "Payment Method" means any method by which you make payment to Us;
- (o) "Party" means a person designated by Us as the cruise director for any cruise;
- (p) "Service Provider" means any independent contractor engaged by Us to provide a Tour or any part of a Tour, and includes an Operator.
- (q) "Tour" means a Tour or any part of a Tour, as defined within these Conditions.
- (r) "Tour Departure Date" means the scheduled date for the Tour to take place as set out in your Booking.
- (s) "Tour Director" means any person designated by Us as the tour director for your Tour.
- (t) "Tour Price" means the total amount payable by you for your Tour. It includes the Booking Deposit.
- (u) "Travel Agent" means a travel agent, as defined in respect of a Tour, the valid period stated in that brochure.
- (v) "Website" means Scenic’s website at www.sce.ica.
- (w) "You" means a person who has booked with Us, as outlined in your Itinerary.

3. Booking and Payment

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

3.1.1 your completed Booking Form and your confirmation of acceptance of these Conditions;
3.1.2 if your Booking is made 60 days or less before the Tour Departure Date, the Tour Price in full, or as requested in the Booking Form;
3.2 Apart from clause 3.1.2 above, we will notify you of the Tour Price and provide you with Your Itinerary at the time of making your Booking, or as soon as practicable thereafter. If we do not receive your Booking Deposit within 48 hours after you make your Booking, we will cancel the Booking and return your payment. You will not be liable to pay any further amount in respect of the Booking or to Us. We will consider payment has been received by Us only if We receive payment within 7 days after you pay we receive your Booking deposit.

3.3 Any accommodation, sightseeing or flights We book for you separately to those stated in Your Itinerary are not included in the Booking Deposit or Tour Price and are subject to separate fees, which you will be charged for after your arrival in the destination. You will be charged separately on our Website for any additional services will not be processed until your Booking Deposit is paid in full.

3.4 For some special offers, We may require payment of a further deposit before the balance of the Tour Price is due. We will notify you of any such requirement before you make a Booking and we will provide you with all the relevant details when we confirm your Booking. You must make payment by the date notified by Us.

3.5 Except as required by law or in accordance with the Deposit Protection Plan, Booking Deposits are not refundable and are not transferable to other Tours or Services.

3.6 If you make your Booking through a travel agent, your travel agent should forward your Booking Deposit or Tour Price to Us on your behalf. However, payments made to your travel agent will be treated as being made directly to Us. We will consider payment has been received by Us only if We receive payment within 7 days after We receive payment from your travel agent.

3.7 If you have made your Booking through a travel agent, your travel agent should forward your Booking Deposit or Tour Price to Us on your behalf. However, payments made to your travel agent will be treated as being made directly to Us. We will consider payment has been received by Us only if We receive payment within 7 days after We receive payment from your travel agent.

3.8 On certain Itineraries, we may require payment of a further deposit before the balance of the Tour Price is due. We will notify you of any such requirement before you make a Booking and we will provide you with all the relevant details when we confirm your Booking. You must make payment by the date notified by Us.

3.9 Except as required by law or in accordance with the Deposit Protection Plan, Booking Deposits are not refundable and are not transferable to other Tours or Services.

3.10 If you make your Booking within 90 days of your Tour Departure Date, you must pay at least 50% of the Tour Price agreed at the time of your Booking. If we do not receive the total Tour Price from you, regardless of any variation in the Tour Price after We have received the total Tour Price from You, we will not confirm Your acceptance of the Tour Price, and We may cancel Your Booking and refund your payment. If you accept the proposed alternative Tour, you must pay the outstanding Tour Price within 24 hours of notifying you of the proposed alternative Tour Price.

3.11 In the case of guests who are under 18 years of age, you must have rejected the Tour Price, We will cancel your Booking and refund your payment. If you accept the proposed alternative Tour, you must pay the outstanding Tour Price within 24 hours of notifying you of the proposed alternative Tour Price.

8. If a delay or failure occurs or is anticipated due to Force Majeure Event, Our
responsibility will be to attempt to contact You as soon as it is reasonably possible
and to operate.

9. Privacy and Data Protection

10.4 If a delay or failure occurs or is anticipated due to Force Majeure Event, Our
responsibility will be to attempt to contact You as soon as it is reasonably possible
and to operate.

10.9 The carriers (including airlines, rail and sea carriers used in
the Tour) may require that You be able to self assist between
pier to pier, conveying emphasis to the health and safety of all passengers.

11.2 Sightseeing, Excursions and Special Activities on Tour

12. Additional Important Information

12.1 Air Travel and baggage

12.2 Sightseeing, Excursions and Special Activities on Tour

12.3 Coaches

12.4 Travel Insurance

12.5 Expo and Tours

12.6 Deposit Protection Plan

12.7 Contact Details

13.1 Tours in Africa, Egypt and Jordan include walking on steps, uneven ground
and travel by small plane and may not be suitable for travelers with limited
5- kilometeres and full mobility may be required. If you choose to participate
in these activities it is your responsibility to ensure that the Tour Director or Cruise Director believes you have the
90 degree elbow joint function to assist you with boarding and deboarding. You must be able to navigate all areas of
the ship and have no major range of motion limitations to your knees, ankles, wrists and fingers. You must be able to
manually pack and unpack your luggage.

9. Privacy and Data Protection

10.4.1 Garment and luggage

10.4.2 The Tour Director or Cruise Director believes you have the
90 degree elbow joint function to assist you with boarding and deboarding. You must be able to navigate all areas of
the ship and have no major range of motion limitations to your knees, ankles, wrists and fingers. You must be able to
manually pack and unpack your luggage.

10.5.1 Garment and luggage

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the ship and have no major range of motion limitations to your knees, ankles, wrists and fingers. You must be able to
manually pack and unpack your luggage.

10.6 The Tour Director is responsible for the Toward Departure Dates during the Validity Period unless otherwise indicated, and may supersede all previous brochures.

11. Important notices about Your Tour

11.1 Tour Participation

11.2 Sightseeing, Excursions and Special Activities on Tour

12.2.1 Airline luggage allowances for this tour, we will use reasonable
endeavors to provide you with the allowances for your Tour, as they may vary
within each airline.

12.2.2 Sightseeing, Excursions and Special Activities on Tour

12.2.3 Airports

12.2.4 Travel Insurance

12.2.5 Expo and Tours

12.2.6 Deposit Protection Plan

12.3.1 Contact details

12.3.2 Customer service

12.4.1 Garment and luggage

12.4.2 The Tour Director or Cruise Director believes you have the
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manually pack and unpack your luggage.

12.4.3 Travel Insurance

12.4.4 Expo and Tours

12.4.5 Deposit Protection Plan

12.5.1 Contact details

12.5.2 Customer service

12.6.1 Destination Specific Terms

12.7.1 Tours in Africa, Egypt and Jordan include walking on steps, uneven ground
and travel by small plane and may not be suitable for travelers with limited
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12.7.2 Destination Specific Terms

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12.7.4 Destination Specific Terms

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12.7.6 Destination Specific Terms

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12.7.8 Destination Specific Terms

12.7.9 Tours in Africa, Egypt and Jordan include walking on steps, uneven ground
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