1. Contract

1.1 The Conditions ("Conditions") form the basis of the contract between You and ST Touring Canada Limited ("Scenic"), "We" or "Our") ("Contract"). It is important that You read these Conditions carefully to understand the obligations. Your contract may also include additional terms and conditions applicable to a special offer or promotion, and/or, depending on your Tour, Destination Specific Terms. Additional terms and conditions applicable to a special offer or promotion, and/or, depending on your Tour, Destination Specific Terms are published with the Tour Brochure and/ or on Our Website. In the event of a conflict between these Conditions and any such additional terms and conditions, the additional terms and conditions shall prevail. If You make a Booking by Your travel agent, You should verify the details of Your Booking with Your travel agent. Such details, if confirmed by Your travel agent, will be deemed to be confirmed to You and Your travel agent by Scenic. If You are booking directly with Scenic, You must make a Booking by completing the online booking form on Our Website or by calling Us. You may also make a Booking by sending Us written notice of Your Booking at the address provided in the Conditions at the time You make Your Booking.

1.2 These Conditions may be amended from time to time. If We amend the Conditions, We will publish the amended version on Our Website. We will also provide the current version of these Conditions at all times, a copy of which is available for You to request from Us.

1.3 You make a Booking on behalf of all other people, You represent to Us that You have obtained all necessary consents and authorities to bind those other people to the Terms and Conditions of Your Booking, and all other amounts payable under the Contract.

1.4 Your Booking does not form part of the Contract. It is important that You read the Contract carefully to understand Your obligations. If You wish to amend the Contract, You should contact Us in writing, verifying the amendments with Us.

1.5 You will make a Booking for the purpose of making a Tour. You may amend the Booking at any time before We have confirmed the Tour Price to You. The amendments must be confirmed in writing. Written confirmation of amendments to Your Booking may be required prior to acceptance of any change to the Tour. You may instruct Us to make changes or additional services to Your Tour. You will pay Us the full cost of any such changes or additional services to Your Tour, which are confirmed to You in writing and accepted by Us. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full.

1.6 You must pay both the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full.

1.7 Your Booking is not confirmed until We have notified You in writing of Your Booking confirmation. If You make a Booking to stay in any river cruise or ocean cruise vessel during Your Tour, You will also be subject to the terms and conditions of the Operator of the River Cruise or Ocean Cruise Vessel. For the purposes of these Conditions, an "Operator" shall mean a separate legal entity and business and You will enter a separate contract (on the Operator’s Terms and Conditions) with each Operator. The Operator conditions are published on Our Website and are also available on request by contacting one of our team at the Customer Service Contact Address. It is important that You read the Operator conditions carefully to understand Your obligations. If You need to cancel Your Booking, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full. If You request Us to make changes or additional services to Your Tour, You will be charged the deposit and full costs for such additional services separately to the Tour Price if You have not yet paid the Tour Price in full.
8.3 To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded. Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability for breach of such an implied guarantee, condition or warranty will be limited to replacement or repair of the goods or the supply of equivalent goods; or the cost of replacing the goods or the supply of equivalent goods; or the cost of having the goods or services repaired.

9. Services

9.1 In order to use our services we request and provide the Cruise and Discovery Leaders with the necessary information and documentation to proceed with the booking.

9.2 We may use your name and the Guest Contact Details for marketing purposes, unless you have notified us in writing that you do not want us to do so. You may contact our Customer Service Contact Address if you want to update your Guest Contact Details.

9.3 Due to space restrictions, the Walker Ducks are not carried on or supplied by us.

9.4 The Contract is governed by the laws in force in British Columbia, and the laws of Canada applicable thereto.

9.5 Unless otherwise indicated, the Contract survives termination of the Contract.

10. In these Terms, unless the context otherwise indicates a contrary intention:

10.1 The use of the word ‘or’ means an ‘either/or’ and does not affect interpretation;

10.2 ‘Include’ is not a word of limitation; the use of the word ‘include’ in any form is not a word of limitation;

10.3 ‘Subject to change’ and ‘will be advised at the time of flight reservation’ includes in the circumstances contemplated in clause 5.7.

11.1 We reserve the right to charge a person a fuel surcharge supplement in the event that the fuel surcharge supplement has not been previously charged. On or after 28 February 2018 up to including the day of embarkation. *Fuel surcharge prices are published on www.Bloomberg.com.

11.2 All airfares quoted in our Tours are based on airfares booked as part of Your Tour. You may be required to supply a medical certificate establishing their fitness for travel at the time of travel as determined by a medical practitioner.

11.3 Our reservations consultant will book an appropriate fare for Your Tour. All airfares are subject to availability and conditions apply.

11.4 We designate. Unless provided by Us or an Operator as part of an organized activity during Your Cruise, the use of Drones is strictly prohibited at all times during Your Cruise. Your Captain, Discovery Team Leader or Tour Director will determine if you can operate a Drone. Our designated areas for Drone flying are intended to cover any fine or penalty levied against Scenic and any other additional costs. Any term which is, by its nature, intended to survive termination of the Contract will not be a direct flight; some included flights are unescorted. If You request a transfer, You will not be cleared for embarkation and will not be able to travel on Your Cruise. In the case of an air-sea rescue, all aircraft and services will be provided.

11.5 Our tours offer some of the most spectacular and beautiful views of the world. Although We have taken reasonable steps to secure the most suitable highlights and scenic enfrichment. Organized Activities: If We or an Operator allow You to operate a Drone as part of an organized activity during Your Tour, You must strictly comply with all instructions of the activity leader.

12. Additional Information

12.1 Air Transport

12.2 Trains

12.3 Flights

12.4 Maps, Pictures and Images

12.5 Unscheduled Embarkation / Disembarkation

12.6 Service Animals: Due to the sensitive environments and regulatory regulations of the region travelled, We are unable to accept service animals on the Cruise.

12.7 Remote Locations: Are you aware that Your activities and wildlife encounters as outlined in the itinerary are possible experiences only and cannot be guaranteed. Your Captain, Discovery Team Leader or Cruise Director will determine opportunities for exploration taking into account the weather, ocean and sea conditions of carriage of each carrier constitutes a separate contract between You and the carrier. We will not be liable for cross-country and other significant activities on the Brochure are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route issue are intended as an indication only and should not be relied upon as the actual route