

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 services again.

8.9 Subject to clause 8.1, You acknowledge and agree that where Your Tour, any part of Your Tour, accommodation, flights or any other good or service are not directly provided by Us, but is provided by a Service Provider, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider, You must pursue Your claim directly against the relevant Service Provider.

9. Privacy and Data Protection

9.1 In order for Us to process Your Booking and provide the Tour to You, You will need to provide to Us, and We will need to use Personal Information. We will need to provide Your Personal Information to Service Providers, as well as customs and immigration authorities. We may also provide Your personal information to security and credit checking organisations. Some of the persons to whom We provide Your Personal Information are located overseas, including in countries that may not provide the same level of protection of Personal Information as Australia. By making a Booking You give Us Your consent to use and disclose Your Personal Information in the manner described in this clause 9.1.

9.2 We may also use Your name and the Guest Contact Details for marketing purposes, unless You tell Us that You do not want Us to do so. You may do this by contacting the Customer Service Contact Address.

9.3 We will otherwise deal with Your Personal Information in accordance with Our Privacy Policy, which can be found on Our Website or provided on request.

10. General Provisions

10.1 We may only waive a right or remedy created under these Conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right.

10.2 The Contract is governed by the laws in force in New South Wales.

10.3 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

10.4 Any term which is, by its nature, intended to survive termination of the Contract survives termination.

10.5 In these Conditions, unless the context otherwise indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes the plural and vice versa;
- (c) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
- (d) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (e) the word 'include' in any form is not a word of limitation;
- (f) no rules of construction apply to Our disadvantage on the basis that these Conditions or the Contract were prepared by Us;
- (g) a reference to a natural person includes their personal representatives; and
- (h) a reference to a body (including institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

10.6 The Tour Brochure is valid for Tour Departure Dates during the Validity Period unless otherwise indicated in Your Itinerary, and supersedes all previous brochures.

11. Important notices about Your Tour

11.1 Tour Participation

(a) Special needs: We welcome You if You have a disability or other special need, provided You are accompanied by a companion capable of providing all the assistance You require. Please note that although We will use reasonable endeavours to provide You with all the activities on Your Itinerary, depending on Your disability, You may not be able to participate in every activity and the Tour Director or Cruise Director will have the right to refuse Your participation if the Tour Director or Cruise Director believes Your health and safety or the health and safety of any other person may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of Booking.

(b) Facilities: It is important to note that:

- (i) some cruise ships do not have elevators, and ships that are equipped with elevators may not have elevator access to all decks;
 - (ii) wheelchair passengers should be aware that cabin doors, rest rooms and corridors may not be wide enough to provide access for standard wheelchairs;
 - (iii) requests for disabled rooms must be made at the time of Booking and are subject to availability;
 - (iv) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up at or anchored, or on to motor coaches; and
 - (v) wheelchairs and walkers can be carried in the luggage compartment of motorcoaches subject to space limitations.
- (c) Our discretion: We may, in Our absolute discretion, decline Your Booking if We are of the view that:
- (i) We cannot adequately provide for any or all of Your special needs;
 - (ii) Your health, safety or enjoyment, or that of any other passengers attending the Tour may be at risk; or
 - (iii) You cannot or will not abide by any reasonable directions of the Tour Director or Cruise Director.

11.2 Cruises

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

(a) Deckplan: The deck plan, cabin sizes, images, inclusions and layout in the Tour Brochure are indicative only and may vary. Pictured representations of cabins or rooms in Tour Brochures are not drawn to scale.

(b) Cruise Cabins: Your Tour Price is based on the Cabin category indicated in the Tour Brochure. Upgrades are subject to availability and will be at an additional cost.

(c) Shore Excursions: Shore excursions provided by independent third-party Service Providers are at Your own expense and can be purchased prior to Your Tour Departure Date. We recommend booking shore excursions at least 120 days prior to Your Tour Departure Date.

(d) Dinner Reservations: Dinner times are scheduled on board. Preferred meal times may be requested at time of booking and are subject to availability.

(e) Photography: Our tours offer some of the most spectacular and beautiful photographic scenery in the world. However, We cannot guarantee that every scene or highlighted featured in a Tour Brochure or Itinerary will be available on each Tour. No refund or other compensation will be available for any resulting missed scene or photographic "opportunity".

(f) Smoking: Smoking is limited to designated smoking areas during Your Tour. (i) You acknowledge that We may restrict smoking to specific times and locations during Your Cruise for the comfort of all passengers.

(ii) Smoking is not permitted on coaches or such other places as nominated by Us from time to time.

(iii) Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the Tour, We cannot guarantee such opportunities will be available.

(g) Noise, vibration and odour: While the Operators take reasonable steps to minimise noise, vibration and odours on the cruise vessels, You acknowledge and accept that some noise, vibration and intermittent odours may be experienced on vessels, and that We accept no responsibility, and will not be liable to You in relation to any such noise, vibration or odour.

(h) Docking Position: During port stops, vessels may dock side by side, obstructing views and requiring You to pass through other vessels to embark and disembark. You agree and acknowledge that You will have no claim in respect of any such matters.

(i) Medical Services:

(i) River cruise ships do not carry a doctor on board (except in Russia), however medical services may be called at Your own expense.

(ii) Due to the large number of passengers on board, We cannot provide a personal escort for medical visits.

(iii) We are not, and our Service Providers and the Operators are not, liable regarding the provision of any medical care You may require or choose to accept during your Tour.

(j) Currency and credit cards

(i) All purchases on board a charge to Your shipboard account. The on-board currency on river cruises is the Euro.

(ii) Shipboard accounts may be paid by Euro or credit card. The on-board currency on Russian river cruise ships is the Ruble, however shipboard accounts may only be paid by credit card.

(k) Internet Service: Internet facilities are available on board your Scenic Space ship or Scenic Tsar cruise at no additional charge.

(i) Complimentary Internet service does not apply to any third-party suppliers.

(ii) Internet availability and quality may vary from country to country and can also be affected by technical issues, weather or unfavourable terrain and other factors outside Our control.

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

(l) All-inclusive beverages: If Your Tour includes an all-inclusive beverage package, the following provisions apply:

(i) all standard beverages are included in the Tour Price whilst you are on board a Scenic Spaceship. This includes beer, wine, soft drinks and standard spirits. It also includes daily replenishment of the suite minibars.

(ii) Selected items such as high-end spirits, including malt whiskey, French champagne and selected wines are not included in the package and may be available at an additional charge.

(iii) Responsible service of alcohol is adhered to by all staff on board of all vessels and We reserve the right to refuse service.

(iv) The all-inclusive beverages package does not apply to Russia on board the Scenic Tsar or to any third-party suppliers, including in the circumstances contemplated in clause 5.7.

11.3 Drones

(a) General prohibition: Unless provided by Us or an Operator as part of an organised activity during Your Tour, the use of Drones is strictly prohibited at all times on Your Tour.

(b) Legal restrictions: You should also be aware that, in addition to the prohibition in paragraph (a), the use of Drones is regulated or prohibited by law in many locations and unlawful use may result in arrest or prosecution by the relevant authorities.

(c) Organised Activities: If We or an Operator allow You to operate a Drone as part of an organised activity during Your Tour, You must strictly comply with all instructions of the activity leader.

11.4 Coaches

(a) Seat rotation: To ensure all passengers have the opportunity to enjoy front and window seats, a daily seat rotation system is employed on all of Our coaches and You must follow the seat rotation system.

(b) Travel sickness: If You suffer from travel sickness, You should arrange medication or other alternatives to treat symptoms, as We cannot make allowances for this.

12. Additional Important Information

12.1 Air Travel and baggage

(a) Airfare Conditions

(i) All airfares are subject to availability and conditions apply.

(ii) Our reservations consultant will book an appropriate fare for Your Tour.

(iii) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our tours. Full details and conditions may be obtained from Our reservations consultant or Your travel agent. If You have any questions or concerns please contact Our reservations consultant or Your travel agent.

(iv) Airfares booked as part of Your Tour will be through an appropriate route although may not be a direct flight; some included flights are unescorted. If You request a customised route or direct flight You will be responsible for all additional costs.

(v) Depending on departure date and time of booking the required booking class for airfare offer may be too far in advance to book with the appropriate airline. If the required booking class is unavailable air surcharges may apply. The flight quote including air taxes and surcharges will be confirmed once all air sectors are booked and confirmed.

(vi) Taxes are defined as all airline and government taxes and surcharges. Taxes are subject to change and will be advised at the time of flight reservation.

(vii) All flights are subject to schedule changes and class downgrades as determined by the operating airline. You acknowledge and agree that We accept no responsibility and will not be liable to You for any costs associated with these changes.

(viii) All airfares are subject to availability and scheduled for travel to meet the Tour Departure Dates set out in the Tour Brochure. Any requests outside of the tour dates may incur seasonal surcharges as enforced by the airline.

(b) Airport Transfers

(i) Airport transfers are only available on the first and last day of Your Tour and at times We designate. Transfers outside these times will be at Your expense and must be secured by Your own arrangements.

(ii) Passengers who have purchased Our pre and post Tour hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Tour start or end city only on the day of the pre or post accommodation booking.

(iii) If you do not book Your flights with Us, You must ensure Your flight details are provided to Us at least 60 days before Your Tour Departure Date by:

- (a) entering Your flight details at the trip personaliser on the Website; or
 - (b) contacting Us at the Customer Service Contact Address.
- (iv) No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations.

(v) If you miss the pre-booked transfer You will be responsible for making Your own way to the Tour departure point, at Your own expense.

(vi) Unless expressly stated in Your Itinerary, airport transfers may be group transfers scheduled to coincide with multiple flight arrival and departure times. Private transfers, including Royal Suites transfer are not available in all locations. Please enquire for further details.

(c) Carriers: The carriers (including airlines, rail and sea carriers used in association with the tours) are not responsible for statements or features in Tour Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers.

(d) Luggage

(i) Tour participants are entitled to one suitcase per person. Your suitcase must not exceed 76 x 53 x 28cm (30" x 21" x 11") and must not weigh more than 23kg (50lbs).

(ii) Airline passengers should consult with their airline as size and weight restrictions may vary from airline to airline and also according to the class booked.

(iii) It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.

(iv) You will be responsible for any excess baggage charges.

12.2 Sightseeing, Excursions and Special Activities on Tour

(a) Sightseeing: Sightseeing in many historic towns and cities can only be undertaken by walking tours as motorcoach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces.

(b) Mountain Excursions: Some tours include mountain excursions involving high altitudes. Please consult with Your doctor to ensure that You have an adequate level of fitness and are in good health before participating in these excursions.

(c) Scenic Freecruise: All Scenic Freecruise activities and Scenic Freecruise Dining can be booked whilst on Tour with Your Cruise Director or Tour Director (unless otherwise stated) and are subject to availability, seasonal and operational factors. Some activities require a minimum or maximum number of participants to operate.

(d) Scenic Enrich: It may not always be possible to offer every Scenic Enrich activity in the Tour Brochure on Your Tour. Wherever possible, suitable alternatives will be provided without liability to You.

12.3 Passenger Requirements

(a) Special Diets: You must advise Us in writing of any and all special requests and dietary requirements at the time of Booking. We will make every reasonable

effort to accommodate Your dietary requests but cannot guarantee that such requests can be met.

(b) Vaccinations: It is Your responsibility to ensure You have all required vaccinations for Your Tour and We recommend You refer to www.smarttraveller.gov.au for full details and also consult Your doctor.

(c) Medical Conditions: We strongly recommend a visit to Your doctor prior to Your tour.

(d) Solo Passengers and Single Accommodation

(i) Prices quoted in Our Brochures are on a twin share basis. If Your Booking is not a twin share booking We will notify You of the applicable single supplement rate (Single Supplement Rate), and You must pay the Single Supplement Rate for the Tour, at the time of Booking.

(ii) If You are willing to share a room with another single traveller of the same gender, You must pay the Single Supplement Rate and we will use reasonable endeavours to match You with another single traveller of the same gender, but we cannot guarantee availability. If we are able to match You with another traveller and You remain matched throughout the entire Tour, You will be refunded Your single supplement rate within 2 weeks of tour completion. We accept no responsibility for the suitability of the allocated rooming partner.

(iii) If at any time during the Tour, You consider Your rooming partner unsuitable, You must notify Us and We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Tour, subject to availability, and at Your own cost.

(iv) A limited number of single rooms and/or cabins are available at a Single Supplement Rate for each Tour. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Tour, You will be required to continue to share with Your nominated rooming partner for the remainder of the Tour.

(e) Young Passengers:

(i) Passengers under the age of 21 years (as at the Tour Departure Date) must be accompanied by an adult and share their accommodation with an adult.

(ii) Children under the age of 12 years are not encouraged (with the exception of Christmas tours and Cruises) and are accepted or rejected at Our sole discretion.

12.4 Maps, Pictures and Images

(a) Maps: Maps or tour depictions contained in Tour Brochures or any other brochures We issue are intended as an indication only and should not be relied upon as the actual route to be taken during the Tour.

(b) Images: All images in Tour Brochures represent typical scenes and descriptive detail for each tour, however it is possible that the particular subject matter may not be seen or experienced on Your Tour. Also, some pictures may have been digitally enhanced.

12.5 Hotel Accommodation

(a) Substitution: We may substitute hotel accommodation of a similar standard in the place of the advertised hotel due to hotel availability issues. Any changes will be notified once confirmed with the hotel.

(b) Responsibility: Although We have taken reasonable steps to secure the most suitable hotel accommodation in the area of the Tour, We are not liable to You for the quality, size or fitness of hotel rooms.

12.6 Deposit Protection Plan

Our Deposit Protection Plan is available at a cost of \$125 per person per Tour excluding Russian cruises and Russian cruises and tours. The cost is non-refundable and must be paid at the time of Booking Your Tour. The Deposit Protection Plan does not, nor is it intended to, replace travel insurance. Details and terms and conditions of the Deposit Protection Plan are available on Our Website.

13. Contact Details

13.1 To make, change or cancel a Booking or to make any enquiries regarding a Booking or to otherwise give Us any notice in accordance with the Contract, You should contact Our customer service centre as follows:

Email: info@scenic.com.au

Telephone: 138 128

Postal: PO Box 807, Newcastle, NSW 2300 Australia

This is the Customer Service Contact Address.

13.2 Our customer service centre is open from 7.30am to 6.00pm Monday to Friday and 9.00am to 1.00pm Saturday (excluding public holidays in New South Wales) (Sydney time). Although We hope You won't need it, Our after-hours emergency number when calling in Australia is freecall 1800 620 105. Other emergency contact details are included in Your travel documents.

13.3 If You need to contact Us during Your Tour, We recommend that if it is practicable to do so, in the first instance You should try to contact the Tour Director or Cruise Director. Depending on the purpose of Your contact, they may be able to assist You, but otherwise they may direct You to contact Our customer service centre.

13.4 We will use the Guest Contact Details if We need to contact You before the Tour Departure Date. It is therefore very important that You keep the Guest Contact Details up to date and notify Us immediately of any changes. To update Your Guest Contact Details, please contact Us at the Customer Service Contact Address.

14. Destination Specific Terms

14.1 Scenic Sundowner: Scenic Sundowners is a seasonal highlight and is included for sailings departing from 01 April to 30 September 2019. Depending on sailing date, the event may not be held during sunset.

14.2 Scenic Culinaire

(i) Scenic Culinaire is offered on board Scenic Diamond and Scenic Sapphire Space-Ships whilst sailing in France.

(ii) Scenic Culinaire cooking school has limited capacity and may not be able to accommodate every guest on every cruise.

(iii) Cooking classes held in Scenic Culinaire will be hosted by your on board culinary team.

(iv) Itinerary may vary on location and inclusion of the cooking school. Registrations are made on board.

14.3 Palais Liechtenstein: If for any reason Palais Liechtenstein is not available, another suitable venue will be substituted, in Our sole discretion, without any liability to You.

14.4 Marksburg Castle: If for any reason Marksburg Castle is not available, another suitable venue will be substituted, in Our sole discretion, without any liability to You.

14.5 Royal Suite on board credit: Guests travelling in Royal Suites on a Scenic Space-Ship will receive AUD\$150 per person to their shipboard account which can be used in the Wellness Centre. This is not applicable to other services whilst on board and is not redeemable for cash.

14.6 Spanish Riding School: Spanish Riding School option includes either a guided tour/journey of the stables, entrance to the morning exercise, or Piber meets Vienna; option is based on the riding school schedule; it is not a choice and not available on all days and it does not include admission to a performance. Piber meets Vienna only operates during July and August.

14.7 Scenic Tailormade

(i) Scenic Tailormade will be provided in all suites on board a Scenic Space-Ship for use both on board and on shore. They are not available in Russia or Portugal.

(ii) Entrance fees, gratuities and transportation whilst using Scenic Tailormade are not included in Your Tour/Journey Price.

(iii) Scenic Tailormade Tour/Journeys and their content cannot be guaranteed in all locations.

14.8 The number of guests will be limited to 40 guests on each coach for land tours over eight days in duration. Any land journey of eight days or less is considered a city extension and must be booked in conjunction with a Scenic European River Cruise. City Extensions will have a maximum group size of 44 guests.