

SUMMARY OF EUROPEAN WATERWAYS BOOKING CONDITIONS 2023

In these Terms and Conditions, 'the Passenger', 'you' and 'your' means all persons named on the booking form (including anyone who is added or substituted at a later date).

'We', 'us' and 'our' means European Waterways Limited of The Barn, Riding Court, Riding Court Road, Datchet, Berks SL3 9JT, United Kingdom.

Before booking with us, please read these Terms and Conditions carefully and all the other information we supply you relevant to your booking. We act as agent for other Barge Operating Companies, other transportation companies or service providers mentioned in this document ("Operators"). When you book a holiday through us acting as agent for the Operator concerned, you enter directly into a contract with said Operator.

In acting as agents when taking your booking, we accept no liability in relation to any contract you enter into for the accommodation or for any services or arrangements you purchase ('Arrangements') or for the acts or omissions of any Operator or supplier or other person or party connected with any arrangements.

1. YOUR BOOKING

The person who makes the booking ("lead booker") must complete and sign the Booking Form. The lead booker must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. The lead booker is responsible for making all payments due. Once this Booking Form has been forwarded and accepted by us together with the payment of the deposit due, we will send out a confirmation to you on behalf of the Operator, and a contract exists between you and the Operator. As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately.

Not less than 4 weeks prior to departure, we will issue you a Cruise Voucher ("the Ticket") on behalf of the Operator. This Ticket is required for embarkation.

All bookings are subject to availability. The lead booker / party leader must be at least 18 years at the time of booking.

These Terms and Conditions relate to all vessels included in the European Waterways brochure and as listed in Clause 12 below ("the Vessels"). To qualify for the charter group rate, one person must act as the lead booker and be responsible for contracting with and making all payments to us, as per the Terms and Conditions, on behalf of all passengers in the charter group. Any Passenger signing as the lead booker on behalf of a charter or other similar group warrants that he/she is authorised so to do on behalf of all members of the party/group. Each member of any such group shall be deemed to be a Passenger as herein defined and shall be bound by the signature of the lead booker.

2. CRUISE DETAILS

RATES: The rates shown are per passenger for a six night double occupancy cabin cruise and are subject to change without notice. Meeting points, hotels and time of pick-up may be changed without notice.

Cruise includes: Accommodation with private bath or shower, all meals, selected regional wines and alcoholic beverages consumed aboard, all sightseeing tours and admittance fees as stipulated, use of the Vessels' bicycles (excluding e-bikes for which an extra charge applies) and other facilities, and round-trip transfers from the specified meeting point.

Cruise does not include: Air transportation, airport taxes, visas, health or accident insurance, trip cancellation insurance, superior Chateaux vintage wines, crew gratuities, optional activities such as hot air balloon flights or items of a personal nature such as laundry, communication charges or purchases.

3. INSURANCE

Travel insurance is strongly recommended for all passengers, and in many cases it is a condition of your contract with the Operator that you have adequate insurance in place for the duration of your booking. You must notify us if you do not hold travel insurance. It is your responsibility to ensure that your travel insurance is suitable for your needs.

Please be aware that any advice against non-essential international travel (including as a result of the covid-19 pandemic) issued by your home country may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

4. DEPOSIT AND FINAL PAYMENT

For individual bookings: a deposit per passenger per week is payable at the time of booking with the Booking Form attached duly completed and signed. The balance is payable the appropriate number of days prior to departure.

For charter bookings of an entire Vessel: an initial deposit of the total fare is payable at the time of booking with the Booking Form attached hereto duly signed. The balance of the charter fare is payable the appropriate number of days prior to departure.

If any payment due in relation to your booking is not paid by the appropriate date, we, on behalf of the Operator are entitled to treat your booking as cancelled, and levy the appropriate cancellation charges as set out in Clause 5.

5. CANCELLATIONS AND REFUNDS

Cancellations must be made in writing and are effective only upon notice of receipt by us at our address overleaf. It is your responsibility to check that your notice of cancellation has reached us. Cancellation fees apply based on the date on which we receive written notice of cancellation.

No refunds will be given in the event of interruption or cancellation of the cruise by the Passenger after the start of travel, nor for unused portions of any package or cruise, nor for any unused sightseeing tours or meals. The Operator will not accept any liability for any claims that are not received within 30 days of the termination of the cruise week.

6. ALTERATIONS BY THE PASSENGER

Any date change by any Passenger subsequent to booking must be in the same year and we reserve the right to charge an amendment charge. We cannot guarantee that the Operator will be able to accommodate all change requests. No changes permitted less than 120 days prior to departure. Reductions in passenger numbers for charters are only accepted up to 120 days prior to departure. Increases in passenger numbers can be accepted after 120 days prior to departure at our discretion.

Transfers to cruises on another Vessel shall be treated as a cancellation and re-booking and cancellation charges will apply. Please note: Some Operators do not allow alterations and therefore full cancellation charges will apply

7. CREDIT/DEBIT CARDS

By authorizing and making payment by credit or debit card for cruise holidays hereunder and by signing the Booking Form attached hereto the Passenger expressly agrees to waive his/her rights under any relevant cardholder agreement or applicable law to subsequently cancel or suspend any such card transaction.

The Passenger further expressly authorises us to present this documentation to the bank or card issuer as evidence of acceptance by said Passenger that such card transaction is final and not subject to refund, reduction, cancellation or revocation, except as specifically provided in these Terms and Conditions.

8. BROCHURE DETAILS

We aim to ensure that the information provided by Operators is accurately conveyed in brochures, on our website and other promotional literature or material produced and circulated by us. There may be small differences between the actual vessel/other services and its/their description, as the Operators are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. Neither we nor the Operators can accept responsibility for any changes or closures to area, amenities or attractions mentioned in the brochure/website or advertised elsewhere.

9. SPECIAL REQUESTS

If you have any special requests you must advise us in detail on the form. Although we will endeavour to pass any reasonable requests on to the Operator, no guarantees can be given that any request will be met. Confirmation that a special request has been noted or passed on to the Operator, or the inclusion of the special request on your written confirmation or any other documentation, is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract.

Conditional bookings cannot be accepted ie: any booking which is specified to be conditional on the fulfilment of a particular request, unless specifically agreed by us in writing.

10. OUR RESPONSIBILITY

As agent for the Operator we cannot accept any liability for any act or omission on their part or of anyone representing, or employed by them and cannot accept any liability for any shortcomings or defects with or in any Vessel as they are within the sole control of the Operators. Your contract with the Operator is subject to their terms and conditions, which may contain additional limitations to their liability. If you have any complaints regarding any services we provide (as opposed to any provided by the Operator), you must inform us immediately in writing and in any event within 30 days of the end of any Arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by the Operator for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence.

11. COMMUNICATING WITH YOU

For the purposes of the General Data Protection Regulation (GDPR), we are the data controller of all personal data provided to us by customers and prospective customers. In order to process your booking we need to collect certain personal details from you, for example names and addresses of party members, credit/debit card or other payment details, special requirements such as those relating to any disability or medical condition which may affect any party member's holiday arrangements and any dietary restrictions which may disclose religious beliefs.

If we need any other personal details, we will tell you before we obtain them from you. We need to pass on your personal details to the companies and organisations who need to know them so that your booking and any travel-related services (if any) can be provided (for example the Operator, Service Provider, other suppliers or agents, your credit/debit card company or bank) or for verification of details relating to your booking and any travel-related services booked. Such individuals, companies and organisations may be outside the European Union. Data protection legislation in those countries may differ from that in the UK.

We also need to process and store your personal details for our own administration, market analyses and operation reviews, and may disclose information to organisations who act as "data processors" on our behalf for this purpose. Please see our privacy policy for full details, which is available on our website. We may disclose customers' names, contact details and booking preferences to any of our trading divisions or to any company within our group of companies, or any subsidiaries of such companies who offer goods or services which we feel may be of interest to you. We may also disclose your details to immigration or law enforcement authorities where we are required to do so.

Except where expressly permitted by the General Data Protection Regulation (GDPR), we will only deal with the personal details you give to us as set out above unless you agree otherwise. You are generally entitled to ask us (by letter, fax or e-mail) if and how we are processing your personal details. We are entitled to charge a fee in responding to such a request. We promise to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by us). In certain limited circumstances we are entitled to refuse your request. We may also record or monitor telephone calls to and from us for staff or training purposes.

12. CONDITIONS OF THE OPERATORS

The services which make up your cruise are not provided by us and are provided by other companies, firms and/or individuals as listed below, and for whom we act as agents. These Operators provide services in accordance with their own terms and conditions, which may limit or exclude the Service Provider's/Operator's liability to you, in accordance with applicable International Conventions (eg: Athens Convention for international travel by sea).

The Ticket(s) issued to the Passenger by any Operator or service provider, together with the Operator's booking terms and conditions, constitute(s) the sole contract between the Passenger and the Operator or service provider and, where we are acting as agent for the Operator, we assume no responsibility or liability in any circumstances for acts or omissions connected to your contract with the Operator. This document provides a summary of key terms which are used by many of the Operators for whom we act as agent. If the terms of any Operators terms and conditions conflict with this summary, the Operators terms will prevail.

In the absence of any such Operators terms and conditions, then the terms laid out in these Terms and Conditions shall apply as Operators terms and conditions. The Passenger understands and agrees that neither we nor the Operator are liable or responsible for the following:

- a) any personal injury, death, property damage or loss occasioned by theft, vandalism, fire, water, weather conditions, explosion, or any cause whatsoever, whether foreseeable or unforeseeable, or for any loss of whatever kind or nature arising out of or in connection with the acts or omissions, whether negligent or intended of any third party, regardless of the relationship, if any, between such third party and the Passenger or the Operator or us; and
- b) any Force Majeure event as specified in Clause 24; and
- c) any additional expenses incurred by the Passenger as a result of any delay or failure of and/or by any Operator or contractor of any services connected with the specific booking; and
- d) any loss sustained by the Passenger as a result of any cancellation, delay, advancement or postponement of any tour by any third party service provider such as steamship company, airline, railroad, vehicle rental company, hotel or similar or their agent.

13. RESERVATION OF RIGHTS

We, on behalf of the Operators, reserve the right to:

- a) increase cruise prices to cover increases in costs or the effects of exchange rate movements, incurred after the publication of the Price List;
- b) accept a maximum of one cabin for single occupancy for any single cruise on barges of 8 passenger capacity or less, and two cabins for single capacity on all other barges;
- c) cancel any itinerary in whole or in part;
- d) make such alteration to any itinerary as it reasonably deems necessary or desirable;
- e) refuse to accept or retain as a member of a tour any person at any time. In no circumstances will the Passenger be allowed to embark unless the full cruise fare due has been paid.

Please bear in mind that covid-19 and the measures and other action taken by governments, public authorities and businesses to manage its effects may continue to have an impact on travel arrangements. We may, for example, be unable to provide certain advertised services or facilities as a result. Such measures / action may be introduced or changed with little or no prior notice. Greater flexibility is therefore likely to be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which such measures / action has on your trip will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.

In the event of alteration or cancellation, the Operator may, but is not obliged to, substitute or provide another vessel of similar standard. Otherwise, the Operator shall refund any fare paid.

Waterway routes and vessel alterations and substitutions:

All routes are subject to change without notice. Some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs, National holidays or other unforeseen circumstances that result in conditions unsafe for navigation. In the unlikely event of such occurrences, the following conditions shall apply:

- a) if navigation must be suspended, Passengers will continue to be accommodated on the stationary Vessel and the regular excursions will continue to be made, with cruising to be continued as soon as possible. By way of compensation for any suspension of cruising, additional excursions will be provided by the Vessel's crew,
- b) we, on behalf of the Operator, reserve the right to reverse a cruise route, cruise another waterway or transfer Passengers to another vessel of similar standard,
- c) in any decision related to navigation, the judgement of the Vessel's Captain on any action or inaction is considered final.

14. NON-SMOKING POLICY

In accordance with legislation, a strict non-smoking policy applies in all internal areas of all Vessels. Those passengers who wish to smoke must do so outdoors ie on the deck and sun-deck area away from other passengers.

15. CHILDREN

The minimum age of child accepted on board is 12 years except for Charters and special "Family Departures" (please enquire for further details) for which Children under 12 years are welcome. All children under the age of 18 years accepted onboard qualify for a discount per child per week on all vessels except La Nouvelle Etoile. Children under the age of 18 are only accepted on Athos as part of a charter booking. Infants under the age of 2 years will be carried on board free of charge. Infants and children cannot be carried as additional Passengers over and above the maximum number of passengers licensed to be carried on board.

16. PETS

No pets are permitted on-board other than on charters and with the prior written agreement of the Operator.

17. PHOTOGRAPHY AND USE OF LIKENESS

During the Cruise, We and/or the Operator may photograph or record video images of Passengers individually or as general participants in activities. If the Passenger informs us and the photographer acting on our behalf of their desire not to be included in such photography, We and/or the Operator shall take reasonable steps to avoid including recognisable images of the Passenger in any resulting photographs or videos. Notwithstanding any such request by the Passenger, We and/or the Operator shall have the right to publish, in any medium, and for any valid business purpose, without obligation to compensate Passenger for such usage, an image taken in good faith that may include images of the Passenger.

18. DISABILITY AND HEALTH

Passengers who are disabled, or are not in good health are required to advise our reservations staff of the nature of their disability at the time of booking as some Vessels and/or itineraries may be unsuitable. If we or the Operator reasonably feel unable to properly accommodate the particular needs of the person concerned we reserve the right to decline or cancel the reservation.

We will advise the operator of your cruise of any allergy information you provide us with. However, you must take appropriate precautions to protect yourself whilst travelling. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.

Any Passenger who is suffering from any infectious disease immediately prior to departure must declare it to Us and the Operator before joining the cruise.

19. COMPENSATION

If the Operator cancels a cruise and/or other Arrangement for any reasons (other than force majeure or default by the Passenger), or makes a material alteration to the cruise and/ or Arrangement for reasons other than force majeure, after the date when payment of the balance of the price becomes due, in addition to a full refund, compensation may be payable.

20. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable cruise. If, however, you have any cause for complaint then we, together with the Operator are anxious that remedial action is taken as soon as possible.

It is essential that you contact us immediately if any problem arises so that it can be speedily resolved whilst you are still on board. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. If, after this, you feel that the problem has not been resolved to your satisfaction, then the party leader must, within 30 days of returning from your cruise, put your complaint in writing to us.

This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us and the Operator to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate. As an agent for the Operator, we cannot accept any liability other than as defined in Clause 10, and any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

21. UNDERTAKINGS OF THE PASSENGER

The Passenger expressly agrees to the following:

- a) that (subject to any declaration under Clause 18 above) he/she is in good general health. He / she further agrees, if so required by Us or the Operator prior to departure, to complete a Health Questionnaire and to submit to any reasonable medical checks. Failure to comply with this requirement or the consequent disclosure of any medical condition which might endanger the health of other Passengers or the crew may result in boarding being refused.
- b) that he/she shall abide by the safety instructions as given out by the Captain and crew of the Vessel and displayed on board;
- c) that he/she shall not operate or seek to operate any vehicle or other technical equipment owned or operated by a Vessel, hotel or other service provider except bicycles that are made available by the crew for the express use of the Passengers; and
- d) that he/she shall indemnify and hold harmless both European Waterways Limited and the Operator, its employees, agents, representatives and assigns against any and all liabilities, costs and expenses (including legal fees and costs of litigation) which may be incurred in connection with any claims, suits or any cause of action brought by him/ her against any third party, or by any third party against him/her, his/her heirs, representatives or assigns regarding injury or loss to person or property sustained by him/her or such third party, directly or indirectly, arising out of events, acts or omissions, no matter how caused or created, that occur during the course of a cruise tour.

22. PASSPORTS AND VISAS

It is the Passenger's responsibility to ensure that they possess all relevant travel documents prior to departure. If for any reason the passenger is unable to travel due to incomplete travel documentation after booking and confirmation of cruise, the passenger will be subject to cancellation policy as stated in these terms and conditions. Passengers should check passport and visa requirements with the relevant Embassies or Consulates well in advance of travel.

23. BEHAVIOUR

The Operators (or we, on behalf of the Operator) reserve the right within their reasonable discretion to terminate your cruise, without notice, if you or your party's conduct or behaviour is disruptive in any way and/or affects the enjoyment of other passengers. No liability will be accepted for any extra costs incurred by you/or your party as a result of any such termination. You accept responsibility for any damage or loss caused by you/ your party. Full payment for any such damage or loss must be paid direct at the time to the Operator in question. You/ your party will be required to leave the vessel/ other service. Neither we nor the Operator will have any further responsibility toward you including any return travel arrangements. No refunds will be made nor payments towards any expenses or costs incurred as a result of the termination.

24. FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret that neither we nor the Operator can accept liability or pay any compensation where the performance or prompt performance of the obligations under your contract is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions "force majeure" means an event beyond the reasonable control of the Operator and/or us (as applicable) which we or the Operator in question could not, even with all due care, foresee or avoid including, but not limited to closure of navigation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or drought, snow and storm, disease, pandemic, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

25. COVID-19 AND CONTAGIOUS OR INFECTIOUS DISEASE

It is your responsibility to check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the covid-19 situation. You must also keep up to date with this information while you are away.

Details of any compulsory health requirements which are reasonably likely to be applicable when you travel will be provided at the time of booking. Please note, where you are booking well in advance of departure or at a time when requirements are changing, or can be expected to change (for example, as a result of the covid-19 situation), we may not be in a position to provide you with the relevant information at the time of booking.

It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those introduced to deal with covid-19) in good time before departure. You must also keep up to date with the latest information in respect of covid-19.

Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to travel and also close to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information. Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas.

Further information on passport, visa and health requirements for each of our destination countries can be found on the relevant government websites for both your country of origin and destination.

It is the responsibility of the lead Booker to ensure that all persons travelling on their booking are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements (including health/covid-19 related ones). If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred to in Clause 5.

If you are unwell with any of the following: a high temperature, new continuous cough or a loss of, or change in, your normal sense of taste or smell (anosmia), you must follow the guidance issued by Public Health England / the UK Government / your own government or public health authority. Cancellation charges will apply if you are unable to travel as set out in clause 10 as a result. If you become unwell during your trip, you must follow the guidance provided locally and by your national government. You must have insurance to cover you in the event that you have to cancel, curtail or remain abroad for any reason connected with Covid-19 or any other contagious or infectious disease.

26. ABTOT The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and Linked Travel Arrangements Regulations 2018 in respect of bookings made by customers directly with European Waterways Ltd, acting as agent, for cruises on barges operated by Group subsidiaries, namely Belle Epoque Charters Ltd and Flot Home sarl. In the event of their insolvency, protection is provided for non-flight packages. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad.

Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with European Waterways Limited. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the 24/7 helpline on +44 (0)1702 811397 and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 on the following webpage: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

27. GOVERNING LAW AND RESPONSIBILITY It is agreed that any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

28. FOR ANY UPDATES OR CHANGES TO TERMS AND BOOKING CONDITIONS These Terms and Conditions are issued as of July 2020 and supersede and cancel all prior communications and agreements, whether written or oral express or implied.

Any subsequent modification of these Terms and Conditions will be posted on the website <https://www.europeanwaterways.com/information/terms-and-conditions/>

THIS IS ISSUED AND SHOULD BE READ IN CONJUNCTION WITH THE EUROPEAN WATERWAYS BROCHURE

Flyer/website Validity: 1st September 2022 to 31st December 2023.