

**Booking Terms & Conditions**  
(CroisiEurope programs)

**Reservation**

To make a reservation on any of our programs, you must call a registered travel agent or our office. We will provide you or your travel agent a booking form which you must return to us fully completed with your necessary personal information and travel wishes. All information is kept completely confidential pursuant to our Privacy Policy.

After receipt of the booking form and the deposit (see Deposit below), you will receive from us a confirmation and itinerary of all booked travel services. Please check to ensure that the confirmation details provided from us are complete and in accordance with your wishes.

The written confirmation from us is the only binding contract for the provision of services listed therein, subject to the additional terms & conditions contained below. Your tour booking is not final and binding prior to issuance of this tour confirmation and following receipt of the deposit as indicated below.

Your acceptance of our booking confirmation constitutes your acceptance of the travel price for the services detailed therein. Prices advertised may be subject to fluctuation, special offers, discounts or other changes subsequent to your reservation. Any such changes cannot be applied retroactively to your reservation and you agree to accept the tour price indicated on the booking confirmation.

**DEPOSITS & FINAL PAYMENT**

The following deposit terms are specific to tour programs including CoisiEurope ship itineraries:

**Cruise Only and Cruise&Land Programs:**

30% of the total tour price is payable at the time of booking to confirm your reservation. In the unusual circumstance that we cannot confirm your booking after this deposit has been paid, it will be refunded to you in full.

**For all programs:**

Final payment is due no later than 92 days prior to departure. Cheques\*, Money Order, Visa, MasterCard, and American Express are accepted as forms of payment.

\*Non-certified personal and/or agency cheques are due in our office 110 days prior to departure to allow for clearing time.

Please note, it is not incumbent upon GLP to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

**Revision / Change Fee:**

A handling fee of \$50 per transaction is charged for any alteration or revision made to a reservation that does not contain an airline reservation.

For reservations including air, any changes including spelling corrections to the passenger names after air tickets have been issued will be subject to the airline's revision fees.

Courier delivery costs apply if any changes are made within five weeks prior to departure. A change of date or itinerary within 92 days of departure will be treated as a cancellation and new booking; in this case regular cancellation fees apply. (see below)

**Cancellations and Refunds:**

Cost of cancelling CroisiEurope river cruises:

- More than 92 days before date of departure: CAD 200, not including VAT, in administration fees will be charged per person (fees for themed-weekend and Christmas-market cruises are listed after)
- From 92 to 62 days: 20 % of total amount of cruise package
- From 61 to 32 days: 50 % of total amount of cruise package
- From 31 to 21 days: 60 % of total amount of cruise package
- From 20 to 11 days: 75 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

For CroisiEurope themed-weekend and Christmas-market river cruises, a cancellation fee of CAD 100, not including VAT, will be charged per person at more than 90 days before departure. The fee schedule listed above remains unchanged for these cruises.

Cost of cancelling CroisiEurope seafaring cruises:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 62 days: 40 % of total amount of cruise package
- From 60 to 32 days: 60 % of total amount of cruise package
- From 31 to 11 days: 75 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

Cancellation terms and conditions above, the cancellation fees for CroisiEurope "New Year's Eve" river and seafaring cruises are as follows:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 62 days: 40 % of total amount of cruise package
- From 61 to 32 days: 60 % of total amount of cruise package
- From 31 to 22 days: 75 % of total amount of cruise package
- 21 days or less before departure: 100 % of total amount of cruise package

Cancellation fees for the cruises on the Mekong, Ganges, Nile and in Southern Africa:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 63 days: 35 % of total amount of cruise package
- From 62 to 33 days: 50 % of total amount of cruise package
- From 32 to 22 days: 70 % of total amount of cruise package
- From 21 to 11 days: 80 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

In the event of a cancellation by one guest in a double occupancy room, the other guest shall be responsible for the payment of the single supplement applicable at the time of booking.

For air arrangements, the cancellation penalty is determined by the airline depending upon the booking class. In some cases the air tickets may be completely non-refundable as of the date of booking and ticket issuance, which may be well in advance of the travel date.

No refunds will be made for unused services once travel arrangements have commenced. If after returning from the cruise you wish to inquire about any cruise services provided, please ensure that all correspondence relating to those services is received by GLP Worldwide within 30 days after the cruise completion.

The Carrier reserves the right to cancel, change or postpone any cruise departure date and itinerary. In the event of a complete cancellation of a departure by Carrier, we will refund monies paid for the cruise or cruise & land package to those guests who have not previously cancelled.

**Prices:**

All fares are per person in Canadian Dollars and are based on rates and foreign exchange rates as of the date of the tour confirmation document. In the event of an increase in any of the cost factors, including airfares, taxes or other surcharges, GLP Worldwide reserves the right to increase the price in accordance with the provisions of the Travel Industry Council of Ontario (TICO). The following exceptions apply: (i) there will be no price increase when final payment has been received by GLP Worldwide, and (ii) if the total price of travel services is increased and the cumulative increase, except any increase resulting from an increase in applicable retail sales tax or federal goods and services tax, is more than 7 per cent, the contract can be cancelled and a full refund obtained.

Prices do not include land arrangements or services other than those specifically stated in the tour confirmation. They also do not include items of a personal nature such as laundry costs, beverages, food not on the regular table d'hôte menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Port charges and/or taxes may be listed separate from the base cruise fare. Verbal quotations will NOT be honoured.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information. Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

### **Itinerary Changes**

While every effort is made to adhere to the specifics mentioned on this site, changes may be required at times. Therefore, all prices, itineraries, and other pertinent information are those in effect at the time of posting, and are subject to change without notice.

### **Passports and Visas**

A valid passport is required of all travellers. It must be valid six months after return to Canada. For trips requiring visas for Canadian citizens, detailed visa information will be emailed. Travellers are responsible for obtaining all of their own visas and entry documents. Non- Canadian citizens must consult with the appropriate embassy or consulates about visas or other entry requirements. We accept no liability if a passenger is refused entry to a country due to missing documentation.

Please be advised that entry to another country may be refused even if the required information and travel documents are complete, and that the living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

### **Travel Documents**

Travel documents, including air tickets, are sent regular ground delivery 3-4 weeks prior to departure, providing full payment has been received.

### **Disabled Guests**

Any disability requiring special attention must be reported to GLP Worldwide at the time of booking. GLP Worldwide will make reasonable efforts to accommodate the special needs of disabled cruise participants, but is not responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Not all cruise ships have elevators – please confirm at the time of booking if the desired ship is appropriately equipped. Tour buses are not equipped with wheelchair ramps and regular cabin doors are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on tour buses, due to space limitations. Wheelchair guests should be aware of these limitations. For safety reasons, guests in wheelchairs cannot be carried on ramps in ports where the ship is at anchor. We regret that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

### **Gratuities**

Gratuities are not included in the price of your trip and are customary, subject to your satisfaction with the services received. Tips to the local guides during sightseeing and shore excursions are also not included and are customary. The guideline for gratuities provided by the cruise operator is:

EUR 5-10 per person per day for the river cruise (Cruise Director and all crews on board);  
EUR 1-2 for the guide of a half-day tour;  
EUR 2-4 for the guide of a full day tour.

### **Accommodations**

Any hotels listed in our brochure or on our website will be used subject to availability on most departures. If a change becomes necessary for any reason, hotels substituted will be the equivalent or better than those shown. Please note that it is standard policy that hotel rooms are not available for check-in before 3:00p.m.

### **Smoking Policy**

For the comfort of all cruise participants, smoking is only permitted on the sun decks and outside walkways of the river cruise ships. Smoking is not permitted in any interior portion of the ship or on motor coaches.

### **Cruise Itineraries**

Deviations to the planned cruise itineraries are possible, although every effort will be made to keep them as they are shown. All cruise routes are subject to change without notice. Should conditions render cruise routes unsafe for navigation, alternative service may apply, including but not limited to, accommodation on the docked ship and/or substitute ground arrangements.

### **Luggage**

Please check with your airline regarding airline baggage allowances as they vary considerably. No responsibility is accepted for loss, damage or delay to passenger's luggage. Travel insurance including protection for lost or delayed luggage is strongly recommended.

### **Insurance**

Purchase of trip cancellation and/or health insurance available through GLP Worldwide or your travel professional is strongly recommended.

### **Responsibility**

1394207 Ontario Inc. o/a GLP Worldwide (hereinafter referred to as the "Operator") is responsible to you in making arrangements for the services offered in this brochure. The Carrier, airlines, cruise lines, hotels and other suppliers providing services are independent contractors and are not principals, agents, employees or partners of the Operator or its affiliates. The cruise participant agrees that neither the Operator nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing services, or any insurer or insurance administrator under any travel insurance provided by the Operator, or of any other person. If the services included in the cruise cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Operator, the Operator will arrange for the provision of comparable services, when possible. Any resulting additional expense will be payable by the cruise participants and any resulting saving will be refunded by the Operator to cruise participants. The Operator and the Carrier reserve the right to accept or reject any person as a cruise/tour participant, to expel any cruise/tour

participant from the cruise/tour, to make changes in the itinerary whenever the Operator or Carrier deem it necessary for the comfort, convenience, or safety of the cruise/tour participants, and to cancel a cruise/tour at any time. No person, other than an authorized representative of the Operator, by a document in writing, is authorized to vary, add, or waive any term or condition in this brochure or website, including any term or condition set forth in the preceding provisions.

We reserve the right to amend the information, conditions and prices contained on these pages without notice.

#### **ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE**

Your booking is also subject to the following additional terms & conditions of the cruise operator, CroisiEurope. In the event of any conflict between the terms and conditions hereunder and those of GLP Worldwide, above, the terms and conditions of GLP Worldwide shall prevail.

#### **GENERAL TERMS AND CONDITIONS OF SALE CROISIEUROPE**

Booking one of our cruises shall imply the acceptance of the general and particular terms and conditions of sale stipulated hereinafter. By dating and signing the travel contract drawn up by the salesperson from whom he purchases his voyage, which stipulates that the terms and conditions have been accepted by him, the client expressly recognises that he has familiarised himself with the information relative to the voyage that he has chosen from our brochures, available in travel agencies or directly from us. He shall therefore be referred to the information contained in these brochures or on our website in respect of any details concerning the voyage. This brochure offers a selection of cruises and our offer is not limited to the cruises selected. Cruises or provisions not included in the brochure shall be subject to the same terms and conditions.

#### **GENERAL TERMS AND CONDITIONS OF SALE**

In accordance with article R.211-12 of the Tourism Code, the brochures and travel contracts offered by travel agencies to their clients should include all of the following general terms taken from articles R211-3 to R211-11 of the Tourism Code. In accordance with articles L211-7 and L211-17 of the Tourism Code, the provisions of articles R211-3 to R211-11 of the Tourism Code, whose text is reproduced below, do not apply to transactions for the reservation or sale of transport tickets that are not in the framework of a tour package, nor for rentals of seasonal furnished apartments, which remain governed by law no. 70-9 of 2 January 1970 mentioned above and by the texts for the purpose of its implementation that are not part of a tourist package. They do not apply to travel services and tour packages sold as part of a general agreement entered into for business travel.

The brochure, estimate, proposal, programme of the organiser are the preliminary information specified in article R211-3 et seq. of the Tourism Code. As a result, unless otherwise specified on the front of this document, the features, specific terms and price of the trip such as specified in the brochure, the estimate and the proposal of the organiser shall be contractual upon the signing of the registration form. If there is no brochure, estimate, programme and proposal, this document is, prior to being signed by the buyer, the preliminary information specified in article R211-3 et seq. of the Tourism Code. It will be void if not signed within 24 hours as from issuing. In the event of the termination of the contract, the transferor

and/or transferee shall first pay the resulting costs. When such costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents shall be provided. CroisiEurope has taken out with the Allianz company (87, rue de Richelieu – 75113 Paris), an insurance policy nr. 62944562 covering its Professional Civil Liability.

#### **EXTRACT OF THE TOURISM CODE**

**Article R211-3:** Any offer and any sale of the services mentioned in article L. 211-1 give rise to the delivery of appropriate documents that comply with the rules defined by this section.

**Article R211-3-1:** The exchange of pre-contractual information or the provision of contractual conditions is done in writing. This can be done electronically. Reference is made to the name or company name and address of the organiser or retailer as well as its registration in the register provided for in article L. 141-3 or, where applicable, the name, the address and reference to the registration of the federation or the union mentioned in the second paragraph of article R. 211-2.

**Article R211-4:** Before entering into the contract, the organiser or the retailer must send the traveller the following information:

1. The main features of the travel services:

- a) The destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- b) The means, features and categories of transport, the places, the departure and return times and dates, the duration and stopovers and connections. When the exact time has not yet been set, the organiser or retailer informs the traveller of the approximate departure and return time;
- c) The location, main features and, if applicable, the accommodation tourist category under the rules of the country of destination;
- d) The meals provided;
- e) Visits, excursions or other services included in the total price agreed for the contract;
- f) Where this is not apparent from the context, whether any travel services will be provided to the traveller as part of a group and, if so, the approximate size of the group if possible;
- g) Where other tourist services provided to the traveller rely on effective verbal communication to be beneficial, the language in which those services will be provided;
- h) Information on whether travel or holiday accommodation is generally suitable for persons with reduced mobility and, at the traveller's request, specific information on the adaption of the trip or holiday stay to the traveller's needs;

2. The legal name and geographical address of the organiser and the retailer, as well as their telephone number and, if applicable, electronic contact information;

3. The total price including taxes and, if applicable, all fees, royalties or other additional costs, or, where these cannot be reasonably calculated before the contract is entered into, reference to the type of additional costs that the traveller may still have to bear;

4. The terms of payment, including the amount or percentage of the price to be paid as a deposit and the schedule for the payment of the balance, or the financial guarantees to be paid or to be provided by the traveller;

5. The minimum number of people required to complete the trip or stay and the deadline mentioned in III of article L. 211-14 preceding the start of the trip or stay for the contract to be terminated potentially if this number is not reached;
6. General information concerning the conditions applicable to passports and visas, including the approximate time to obtain visas, as well as information on the health formalities of the country of destination;
7. A statement that the traveller may terminate the contract at any time prior to the start of the trip or stay, subject to payment of appropriate termination fees or, where applicable, standard resolution fees claimed by the organiser or retailer, in accordance with I of article L. 211-14;
8. Information on compulsory or optional insurance covering the costs of terminating the contract by the traveller or on the cost of assistance, including repatriation, in case of an accident, sickness or death. With regard to the packages defined in A.2.e of II of article L. 211-2, the organiser or retailer and the company to which the data is transmitted shall ensure that each of them provides, before the traveller is bound by a contract, the information listed in this section to the extent that it is relevant to the travel services they offer. The form by which the information listed in this article is brought to the attention of the traveller is approved by joint decision of the Minister of Tourism and the Minister of Economy and Finance. Such decision specifies the minimum information to be brought to the traveller's attention when the contract is entered into by telephone.

**Article R211-5:** The information mentioned in 1, 3, 4, 5 and 7 of article R. 211-4 communicated to the traveller form part of the contract and may only be modified under the conditions defined in article L. 211-9.

**Article R211-6:** The contract must include, in addition to the information defined in article R. 211-4, the following information:

1. The particular requirements of the traveller which the organiser or retailer has accepted;
2. A statement indicating that the organiser and the retailer are responsible for the proper performance of all the travel services included in the contract in accordance with article L. 211-16 and that they are required to provide assistance to the traveller if they are in difficulty, in accordance with article L. 211-17-1;
3. The name of the entity responsible for insolvency protection and its contact details, including its geographical address;
4. The name, address, telephone number, e-mail address and, where applicable, the fax number of the local representative of the organiser or retailer, a contact point or another service through which the traveller may easily contact the organiser or the retailer and communicate with them effectively, ask for help if the traveller is in difficulty or complain about any non-compliance identified during the execution of the trip or stay;
5. A statement indicating that the traveller is required to communicate any non-conformity that they identify during the execution of the trip or stay in accordance with II of article L.211-16;
6. Where minors, unaccompanied by a parent or other authorised person, travel on the basis of a contract including accommodation, information enabling direct contact with the minor or the person responsible for the minor at their place of stay;
7. Information on the internal procedures for the handling of complaints available and on the out-of-court settlement mechanisms and, if applicable, on the entity to which the company belongs and on the online



platform for the settlement of disputes provided for by (EU) Regulation No 524/2013 of the European Parliament and of the Council;

8. Information on the traveller's right to assign the contract to another traveller in accordance with article L. 211-11. With regard to the packages defined in A.2.e of II of article L. 211-2, the company to which the data is transmitted informs the organiser or the retailer of the signing of the contract giving rise to the creation a package. The company provides them with the information required for them to fulfill their obligations as an organiser. As soon as the organiser or the retailer is informed of the creation of a package, they provide the traveller with the information mentioned in 1. to 8. on a durable medium.

**Article R211-7:** The traveller may transfer the contract to an assignee who fulfills the same conditions, allowing the assignee to complete the journey or stay, as long as the journey or stay has not yet begun. Unless more favourable to the transferor, they must inform the organiser or the retailer of their decision by any means to obtain acknowledgment of receipt no later than seven days before the start of the trip. Under no circumstances is this transfer subject to prior authorisation from the organiser or retailer.

**Article R211-8:** Where the contract includes an express possibility of price revision, within the limits provided for in article L. 211-12, it mentions the precise methods of upwards and downwards calculation, of price changes, including the amount of transportation costs and related taxes, the currency/ies that may affect the price of the trip or stay, the share of the price to which the change applies, and the value of the currency/ies used as a reference when establishing the price featured in the contract. In the event of a price reduction, the organiser or the retailer is entitled to deduct their actual administrative expenses from the reimbursement due to the traveller. At the request of the traveller, the organiser or the retailer provides proof of these administrative expenses.

Article L211-12. After the signing of the contract, prices may be increased only if the contract expressly provides for this possibility and indicates that the traveller is entitled to a price reduction. In this case, the contract specifies how the price revision must be calculated. Price increases are possible only if they are the direct consequence of a change:

1. In the price of passenger transportation resulting from the cost of fuel or other sources of energy;
2. The level of taxes or charges on travel services included in the contract, imposed by a third party who is not directly involved in the implementation of the contract, including tourist taxes, and landing, embarkation or disembarkation taxes at ports and airports;
3. Exchange rates related to the contract. Regardless of its size, a price increase is possible only if the organiser or the retailer notifies the traveller thereof in a clear and comprehensible manner, by accompanying such increase with its justification and calculation, on a durable medium, no later than twenty days before the start of the trip or stay. If the contract provides for the possibility of a price increase, the traveller is entitled to a price reduction corresponding to any decrease in costs mentioned in 1, 2 and 3, which occurs after the signing of the contract and before the beginning of the trip or stay.

**Article R211-9:** Where, before the traveller's departure, the organiser or the retailer is obliged to make an amendment to one of the essential elements of the contract, if they cannot satisfy the specific requirements mentioned in 1. of article R. 211-6, or if the price increases by more than 8%, they shall inform the traveller as soon as possible, in a clear, comprehensible and conspicuous manner, on a durable medium:

1. Proposed amendments and, if applicable, their repercussions on the price of the trip or the stay;

2. The reasonable period of time within which the traveller must inform the organiser or the retailer of the decision they take;
3. Consequences of the traveller's failure to respond within the specified time;
4. If applicable, the other service offered, as well as its price. Where changes to the contract or substitute service result in a decline in the quality of the trip or stay or its cost, the traveller is entitled to a suitable price reduction. If the contract is terminated and the traveller does not accept any other service, the organiser or the retailer shall reimburse all payments made by the traveller or on their behalf as soon as possible and in any event no later than fourteen days after the termination of the contract, without prejudice to compensation pursuant to article L. 211-17.

**Article R211-10:** The organiser or retailer shall make the reimbursements required under II and III of article L. 211-14 or, under I of article L. 211-14, refund all payments made by the traveller or on their behalf minus the appropriate termination fees. These refunds paid to the traveller shall be made as soon as possible and in any event within fourteen days at the latest after the termination of the contract. In the case provided for in III of article L. 211-14, the additional compensation that the traveller is likely to receive is at least equal to the penalty they would have incurred if the cancellation had occurred at their bidding on this date.

**Article R211-11:** The aid due by the organiser or retailer pursuant to article L. 211-17-1 consists in particular of:

1. Providing useful information on health services, local authorities and consular assistance;
2. Helping the traveller to effect long distance communications and to find other travel services. The organiser or retailer is entitled to charge a reasonable price for this assistance if the difficulty is intentionally caused by the traveller or by their negligence. The invoiced price may in no event exceed the actual costs incurred by the organiser or the retailer.

In accordance with article R 211-6 of the Tourism Code:

- The organiser and the retailer are responsible for the proper performance of all the travel services included in the contract in accordance with article L 211-16 and they are required to provide assistance to the traveller if they are in difficulty, in accordance with article L 211-17-1 of the Tourism Code.
- The traveller is required to communicate any non-conformity that they identify during the execution of the trip or stay in accordance with II of article L.211-16 of the Tourism Code. Terms of sale are established in accordance with Regulation of the European Parliament and Council concerning the rights of passengers traveling by sea or inland waterway.

## **SPECIFIC TERMS AND CONDITIONS OF SALE**

**PRICES:** Our prices are indicated in Canadian dollars (CAD). They are given per person and based on a double cabin. They are established on the basis of the prevailing economic conditions applicable from March 1st 2024 and are calculated at an all-in rate including a series of service provisions described in the programmes and reserved by the customer but exclude all service provisions that the customer shall reserve and pay for on board and other costs and any expenditure occasioned by a fortuitous event (strike, riot, revolution, weather conditions, water levels, etc.). They depend on various factors involved in their calculation such as the cost of transportation, cost of loading and unloading, port costs, fuel costs, royalties and other taxes, and remain subject to revision.

Our prices include taxes, all expenses, fees and other additional costs. Therefore, and pursuant to the statutory part of the Book II of the Tourism Code, we reserve the right to review our prices in the event of variations in exchange rates, the cost of fuel (Brent barrel reference available on the E.I.A's web site, economic conditions or any other service provision mentioned in the programmes. CroisiEurope has established its 2026 prices on the basis of a barrel price of 76 € and will not apply a revision for variations between 45 € and 85 €, but reserves the right to apply a revision beyond that. In the case of air transfers, the price will be revised according to the fuel-related variations applied by the airlines concerned. Exchange rates and more specifically for the Vietnam / Cambodia programmes and Southern Africa safari-cruise programmes (Namibia, Botswana, South Africa and Zimbabwe) - (Dollar - reference rate on March 1st 2024: 1 € = 1.08 \$); for the Safari-cruise programme in Southern Africa (South Africa, Botswana, Namibia and Zimbabwe) - (Rands - reference rate on March 1st 2024: 1 € = 20.70 ZAR); and for the India programme (Indian Rupee - reference rate on March 1st 2024: 1 € = 89.78 INR).

The proportion of foreign currency payments for these trips varies between 35 and 70% of the total cost of the trip, depending on the destination.

Various taxes such as VAT, duties, etc.

The prices, all taxes included, shall be confirmed by the travel agent selling the cruise at the time of booking. In the event of modifications, the adjustment up or down shall not necessarily be operated upon the date of payment for service provisions, but upon the date of use which alone shall prevail. In any case, no price change can be made in the 20 days preceding the departure.

The cost of visas and tariffs for optional excursions are subject to modification at any time without prior notice by the competent authorities, and in this case, will be passed on in full to customers. All services charged on board the boats should be paid on board, before the clients get off. For cruises including tips, to facilitate the traveller's stay our prices include tips paid in full to local providers in the destination country, determined by us in recognition of local customs and practices.

**TRAVEL - DURATION - ACCOMMODATION:** Durations shown do not match with the number of days spent at the destination, but with the entire trip, including transport, either a certain number of nights and do not necessarily correspond to a predetermined number of full days. If, owing to the schedules imposed by the various means of transport, the first and last days happen to be curtailed by a late arrival or a morning departure, no refunds shall be forthcoming. The duration of the voyage is calculated as of the day of convocation to the day of return. Meals on the first and last days are not included unless otherwise indicated in the programme, and will be at the passengers' own expense. All services on the last day end with breakfast. Some meals may be provided by the airline. The classification and category of the hotels and ships (excluding CroisiEurope fleet) are provided by the local authorities in the country and according to their criteria, which may or may not correspond to the French norms. Any claim or complaint arising as a result of the categorization of hotel or ship will not give rise to any refund or payment of compensation.

**PAYMENT FOR THE VOYAGE - BOOKINGS AND SETTLEMENT OF ACCOUNTS:** Bookings may be made at any time in any travel agency, subject to places available. Programmes and prices shall be those listed on our sales contracts, which must be taken by the travel agent seller on the copy given to the traveler and signed up for acceptance. The prior information is available in our brochure, completed with any amendments, corrections communicated to the time of application for registration with CroisiEurope. The

client acknowledges having read all these elements. Your booking shall be considered firm as soon as have agreed and applied the conditions of the contract. The reservation contract must be signed by you and returned within eight days after it has been sent. For CroisiEurope, the voyage cannot be guaranteed if full settlement of the balance owing has not reached us 30 days prior to the date of departure. Failure to pay the balance upon the dates thus defined constitutes default, which is subject to a clause of immediate resolution of the contract. For bookings made less than 30 days prior to the date of departure, the total sum shall be paid on booking. For the cruises on the Mekong, Ganges, Nile and in Southern Africa, the voyage cannot be guaranteed if full settlement of the balance owing has not reached us 45 days prior to the date of departure. Failure to pay the balance upon the dates thus defined constitutes default, which is subject to a clause of immediate resolution of the contract. For bookings made less than 45 days prior to the date of departure, the total sum shall be paid on booking. For failure to meet deadlines above, the company CroisiEurope reserves the right to take back seats if the customer has not paid the amounts expected by the company within eight days after the formal notice of payment sent by CroisiEurope. By virtue of Articles L-441-3 and L-441-6 of the Commercial Code, all late payments shall bring about the application of late payment penalties equal to 1.5 times the legal rate of interest. Furthermore, no discounts shall be granted for early payment. Travel documents and transport tickets shall be issued to the passenger after payment of the price in full.

**ADMINISTRATIVE COSTS IN THE EVENT OF MODIFICATION BY THE CUSTOMER PRIOR TO DEPARTURE:**

For cruises: All modifications to the booking fifteen days prior to departure shall entail a charge of CAD 100 per person (excluding postage costs, which shall be charged as extra). Such charge is not refundable and is payable immediately by credit card or bank transfer only (no payments by check will be accepted). However, no modifications shall be accepted less than four days prior to departure. Such charges shall also be demanded in the event of transfer of the contract to a third party. Be careful, any change in the cruise date is considered as a cancellation and will be subject to cancellation charges. For transportation: Should a modification require the change of one or more names of customers, on the date, or on the trip itinerary, we decline all liability as to acceptance or refusal by our various suppliers, particularly the airline companies. Modification charges in the order CAD 100 excluding VAT added to the total ticket price excluding VAT per person may be demanded by said companies. In the event of refusal, the cancellation charge scales apply.

**MODIFICATIONS TO AIRLINE SERVICES BY CUSTOMERS AFTER DEPARTURE:** The tariffs of the airlines used to reach the ports of embarkation are subject to specific terms and conditions of reservation and issue. Once the voyage has started, no modifications are permitted by the airline companies or by the ship owner and no refunds shall be forthcoming. The ship owner shall not meet the accommodation expenses of passengers put ashore in the course of the cruise or at the end of the cruise.

**POSTAGE COSTS:** Any costs such as guaranteed overnight delivery, express delivery, etc. rendered necessary by dint of a late booking, strikes by the postal services or other circumstances beyond our control shall be billed to the travel agency or to the customer.

**CANCELLATION:**

## **1) TRAVELLER'S RIGHT OF CANCELLATION**

The traveller may cancel the contract at any time prior to the start of the trip or stay, subject to the payment of appropriate cancellation fees or, where applicable, standard cancellation fees charged by the organiser or retailer.

## **2) CANCELLATION COSTS**

In the event of cancellation by the customer, the sums paid will be reimbursed minus the cancellation fees per person specified below, depending on the date of cancellation in relation to the departure date, and the non-refundable costs of insurance, reservation fees and visa fees, as well as all other insurance and cancellation fees required by our suppliers. If one of the passengers in a double room or cabin cancels his/her reservation, the remaining passenger will have to pay the double room or cabin supplement for individual use. All cancellations must be sent to the seller in writing (email or mail).

Cost of cancelling CroisiEurope river cruises:

- More than 92 days before date of departure: CAD 200, not including VAT, in administration fees will be charged per person (fees for themed-weekend and Christmas-market cruises are listed after)
- From 92 to 62 days: 20 % of total amount of cruise package
- From 61 to 32 days: 50 % of total amount of cruise package
- From 31 to 21 days: 60 % of total amount of cruise package
- From 20 to 11 days: 75 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

For CroisiEurope themed-weekend and Christmas-market river cruises, a cancellation fee of CAD 100, not including VAT, will be charged per person at more than 90 days before departure. The fee schedule listed above remains unchanged for these cruises.

Cost of cancelling CroisiEurope seafaring cruises:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 62 days: 40 % of total amount of cruise package
- From 60 to 32 days: 60 % of total amount of cruise package
- From 31 to 11 days: 75 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

Cancellation terms and conditions above, the cancellation fees for CroisiEurope "New Year's Eve" river and seafaring cruises are as follows:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 62 days: 40 % of total amount of cruise package
- From 61 to 32 days: 60 % of total amount of cruise package
- From 31 to 22 days: 75 % of total amount of cruise package
- 21 days or less before departure: 100 % of total amount of cruise package

Cancellation fees for the cruises on the Mekong, Ganges, Nile and in Southern Africa:

- More than 92 days before date of departure: CAD 600, not including VAT, in administration fees will be charged per person
- From 92 to 63 days: 35 % of total amount of cruise package
- From 62 to 33 days: 50 % of total amount of cruise package
- From 32 to 22 days: 70 % of total amount of cruise package
- From 21 to 11 days: 80 % of total amount of cruise package
- 10 days or less before departure: 100 % of total amount of cruise package

By accepting these general terms and conditions of sale, the traveller expressly acknowledges that he/she has been previously informed and agrees to the cancellation fees in the manner set out above.

**IMPORTANT:** All packages including air transport are subject to the general and specific cancellation conditions of the designated airline companies. In the event of cancellation by one or more passengers, the following cancellation conditions shall be applied:

- River, maritime and coastal services: pursuant to the general terms and conditions of CroisiEurope.
- Air transport: terms and conditions of the designated airline company, available on the web sites of the respective airlines or from our booking departments on request.

In addition, the amount of cancellation fees relating to land-based services (hotel, for example) will correspond to the amount of actual fees invoiced by the partner to CroisiEurope.

**REFUNDS / DISCOUNTS:** No refund will be made if the customer fails to turn up at the times and places mentioned in the travel instructions sent to him/her. Likewise, if he/she fails to present the police or health documents required for his voyage (passports, visas, identity cards, vaccination certificates, etc.). CroisiEurope cannot be held responsible for a delay to air, rail or land feeder services bringing about the passenger's failure to appear at departure, regardless of the reason, even if such delay is the result of a case of force majeure, a fortuitous circumstance or the fault of a third party.

Curtailment of the cruise shall not give rise to a refund request or credit note of any kind, unless appropriate cancellation insurance has been taken out which includes such option in its general terms and conditions. In this case, the refund shall be made directly by the insurance company. The waiver of any of the services included in the services of the cruise shall not entitle to any refund. No reimbursement will be made for the cancellation of any of the services included in the cruise package. Claims on the ground of possible price differences shall not be taken into consideration. The signature of the booking contract and payment of the invoice by the client imply his acceptance of the travel prices and terms. It is impossible for CroisiEurope to take into account, afterwards, reductions or promotions announced after confirmation of the trip. Discounts apply to the base price excluding airport taxes, options, booking fees, visa fees and insurance. Discounts are not cumulative and cannot be granted after registration. No discounts apply to special offers.

**DISCOUNTS FOR CHILDREN:** Under 2 years of age, meals and accommodation are provided free of charge by CroisiEurope; from 2 to 9 years of age: 20% discount on the cruise price, excluding excursions, transfers, flights, taxes, options and booking fees. For children over 9, the normal price applies. These discounts do not apply to the cruises on the Mekong, Ganges, Nile and in Southern Africa. For the Mekong and Southern Africa cruises, only the following discounts apply: For Southern Africa: 15% discount on the cruise price for 1 child aged 7 to 14 sharing a room/cabin/bungalow with 1 or 2 adults (excluding flights, taxes, options, visa, etc.). For the Mekong: 20% discount on the cruise price for 1 child aged 2 to 12 sharing a room/cabin with 1 or 2 adults (excluding flights, taxes, options, visa, etc.). For safety reasons, children under 7 are not accepted on the Southern Africa and India destinations.

**TRIPLE CABIN DISCOUNT:** 30% off the cruise price for the 3<sup>rd</sup> occupant of the triple cabin, excluding taxes, flights, options and booking fees.

**DISCOUNT WEDDING ANNIVERSARY:** On CroisiEurope river cruises from 3 to 13 days, the wife receives a discount on the cruise for each 10 years of marriage. Ex: 10, 20, 30 ... years of marriage = 10, 20, 30% ... off. The latter is only valid for wedding anniversaries in 2026 and applicable upon presentation of the marriage certificate or family register. This discount is only valid on the cruise fare, excluding options and transportation costs, it is non-retroactive, non-refundable and cannot be combined with any other offer. These discounts do not apply to maritime and coastal cruises nor on cruises on the Mekong, Ganges, Nile and in Southern Africa.

**SPECIAL FAMILY OFFERS:** These offers are available on a defined selection of cruises and are marked in our brochures and on the website with the Family Club logo. The free cruise offer (excluding flights, options and taxes) applies to a maximum of 2 children (up to 16 years of age) in a paying cabin occupied by 1 or 2 adults. Children over 16 pay 30% of the cruise price (excluding flights, options and taxes). This offer is valid on river cruises only and is not available for maritime and coastal cruises nor on the Mekong, Ganges, Nile and in Southern Africa. For maritime and coastal cruises, children up to the age of 16 benefit from a 30% discount on the cruise price (excluding flights, options and taxes). This discount applies to a maximum of 2 children per paying adult. For single-parent families traveling with two children, the additional individual cabin charge is waived exclusively for Special Family Offers on CroisiEurope river cruises and maritime and coastal cruises. There is a pre-set quota of places eligible for the Special Family Offer on selected cruises. In the event of unavailability on a cruise benefiting from the Special Family offer, the seller will make its best efforts to propose, without obligation of result, other dates on other cruises benefiting from the same offer. Special Family offers are nonretroactive and cannot be combined with any other offer.

**CRUISE FLEXIBILITY:** For your comfort and peace of mind when planning a cruise, we offer Cruise Flexibility. This optional program, of which the cost is detailed below, is non-refundable and non-cancellable, can only be used once per trip, and must be purchased by all the persons included in the booking. With Cruise Flexibility you can change the date and destination, under the following conditions:

- CroisiEurope river cruises (excl. cruises with a duration of less than 3 days / 2 nights as well as day services): CAD 250 / person, change of date is possible up to 30 days before departure

- CroisiEurope maritime and coastal cruises: CAD 370 / person, change of date is possible up to 30 days before departure
- CroisiEurope cruises on the Mekong, Ganges, Nile and in Southern Africa: CAD 500 / person, change of date is possible up to 45 days before departure

Cruise Flexibility is subject to the following conditions:

The change of date must be made once Cruise Flexibility has been requested. The change of date and destination must take place on the same cruise as initially selected. The application of the Cruise Flexibility results in the cancellation of the cruise initially reserved and the establishment of a new booking which will be subject to the general terms and conditions of sale effective on the date of the new booking.

Cruise Flexibility is independent of an optional insurance, which we strongly suggest you to purchase and for which you will find the conditions in the corresponding paragraph. Cruise Flexibility is applicable only on the cruise, therefore excluding transport (except if a flight chartered by CroisiEurope) and excluding related services. Changes to pre- and post-routing will therefore be subject to the conditions and possible costs of the corresponding suppliers, which will remain at customer's expense. Cruise Flexibility becomes effective once the balance of the initial contract has been paid. The change of date must be within the same calendar year, it will not be possible to purchase a new Cruise Flexibility on the new booking which led to the implementation of the initial Cruise Flexibility. The price difference for the new date chosen will be applied to your new booking. If it is in your favour, a credit will be issued to you which you can use on all cruises during the current calendar year.

**SPONSORSHIP:** The Sponsor (hereinafter referred to as the "Sponsor") who sponsors a Sponsoree (hereinafter referred to as the "Sponsoree") may benefit from the Advantages (hereinafter referred to as the "Advantages") listed below, subject to compliance with all of the following cumulative conditions:

ADVANTAGES (one-time use)

- Sponsoree's booking (based on cabin) between CAD 0 and CAD 3999 = CAD 200 discount for the Sponsor and CAD 200 discount for the Sponsoree (discount valid per cabin).
- Sponsoree's booking (based on cabin) between CAD 4,000 and 7,999 = CAD 400 discount for the Sponsor and CAD 400 discount for the Sponsoree (valid per cabin)
- Bookings of CAD 8000 or more (based on cabin) = CAD 600 discount for the Sponsor and CAD 600 discount for the Sponsoree (valid per cabin).

SPONSOR CONDITIONS

- The Sponsor must have already taken a CroisiEurope cruise in the past.
- The Sponsor may sponsor an unlimited number of Sponsorees, with a limit of 2 (two) sponsorships per cruise date.
- The Sponsor may only use one sponsorship discount per cruise date.
- The Sponsor must not belong to a travel agency

SPONSOREE CONDITIONS

- The Sponsoree must not have already taken a CroisiEurope cruise in the past.
- The Sponsoree must provide CroisiEurope with sufficient information so that the Sponsor can be identified. In the absence of sufficiently precise identification, the Sponsorship will not be possible.
- The Sponsoree must use his/her discount on his/her first CroisiEurope cruise. Advantages granted within the framework of a Sponsorship are cumulative with other CroisiEurope offers. The Sponsor and the Sponsoree may not claim reimbursement (bank transfer, cash...) or exchange the



**Advantages.** The same cabin cannot be shared by the Sponsor and his/her Sponsoree, or by two Sponsorees.

In the event of cancellation of the CroisiEurope cruise for which the sponsorship was granted by the Sponsoree, the Advantages of both the Sponsoree and the Sponsor will be null and void, and the Sponsor will not be able to benefit from an Advantage until the Sponsoree makes a new reservation.

**INDIVIDUAL CABIN:** For CroisiEurope river cruises and maritime and coastal cruises, individual cabins are authorized up to 10% of the quota. The number of individual cabins shall not exceed 12 for the entire ship, except for cruises on the Mekong, Ganges, Nile and in Southern Africa.

**FORMALITIES:** Participants must meet the police and customs formalities in force at the time the voyage takes place and according to their nationality, and must have in their possession all tourist and transit visas and any health certificates required, and this for all countries concerned through which the cruise itinerary passes. Thus, non-French citizens, foreign-born should inquire about the formalities, from their home consulate. We recommend that passengers check for any modifications with their travel agency or consulates, embassies and competent health services or by visiting websites such as <http://www.diplomatie.gouv.en> etc. A passenger who is not permitted to board a flight or finds himself denied entry into a country, owing to his failure to present documents required by the authorities and mentioned in the contract of sale or the invoice which he has signed, may not claim a refund of any kind. In the event of non-compliance, all costs incurred shall be at the total charge of the customer. The passenger is required to provide the company with any information necessary to enable the latter to satisfy its own obligations on security. In situations where we arrange the entry documents for clients (visa), we will do so on the basis of the information supplied to us by the client. We cannot be held liable under any circumstances if any information provided proves to be erroneous. The requested documents must be sent to us by **REGISTERED MAIL WITH ACKNOWLEDGEMENT OF RECEIPT** within the required time frame and after having verified that they will be valid for the countries to be visited. These documents will not be returned until the day of departure. We will not be held responsible for any delay or non-delivery by the relevant authorities. The passenger must provide to the company every information necessary to enable it to fulfill its own obligations in the matter of security. It is reminded that in accordance with article L 211-8 of the Tourism Code, the organiser or the retailer must in particular inform the traveller by means of a form established by regulation, prior to the signing of the contract, of the terms for crossing borders. This information is presented in a clear, comprehensive and conspicuous manner. Where this information is submitted in writing, it must be legible. The organiser must also provide the traveller with general information concerning passport and visa requirements, including the approximate duration of visas, as well as information on the health formalities of the country of destination. By accepting these general terms and conditions of sale, the traveller acknowledges that they have been informed by the organiser of all formalities to comply with for the smooth running of the stay in the countries visited, particularly where services are offered on the Mekong, Ganges, Nile and in Southern Africa, and in particular those requested for minor children. NB: Between publication of this brochure and the date of departure, certain modifications may occur. Indeed, the regulations of the different countries change frequently without notice, they are given in the brochure only as a guide, it is the client's responsibility to find out what formalities are required at the time of travel. CroisiEurope cannot be declared responsible for the failure to observe the formalities on

which it advises upon reservation of dossiers at the latest and for fines resulting from the failure to observe the customs or health regulations of the countries visited.

**CHILDREN / MINORS:** Reservations from minors shall not be accepted by the travel agency but must be made by the parents or other adults of more than 18 years of age with the necessary authorizations. Minors of under 18 years of age are not permitted to travel on board unaccompanied. They must be accompanied by parents or adults of more than 18 years of age. No alcoholic beverages shall be served to minors on board. Proof of the customer's age may be requested by the ship's personnel.

**MEDICAL CONDITIONS:** All passengers shall ensure that they are medically, physically and / or in a psychic way fit to undertake a trip without endangering their life or the life of others. No medical services are offered aboard our ships. Any passenger with a physical or mental incapacity, limited capacity of mobility, having an illness requiring treatment or medical care, or pregnant women should inform the travel agent at the time of booking. No reservations can be accepted for passengers whose physical or mental condition is likely to render their participation in the cruise or in the vacation impossible or dangerous for themselves or others, or who require forms of care or assistance impossible to guarantee aboard ship, notably because of unsuitable infrastructure. Some suppliers (hoteliers, airlines and cruise companies, etc) may require a medical certificate confirming that the passenger is fit to travel or they may refuse to accept the booking if they feel that they will be unable to guarantee any assistance or treatment deemed necessary for the health and well-being of the passenger. Participation in the voyage and in excursions is subject to the condition of the passenger having sufficient mobility. If necessary, the disabled may be accompanied at their own expense to obtain the required assistance. If CroisiEurope considers it strictly necessary for the safety and comfort of the passenger, bookings of persons with disabilities or reduced mobility will be subject to the condition that a companion able to assist the disabled or mobility-impaired passenger be present. This requirement is entirely dependent on CroisiEurope's assessment of the safety related needs of the disabled or mobility-impaired passenger and may vary from one route to another and/or from one boat to another. If the disabled or reduced mobility person requests and requires special assistance (care, supervision), they must be accompanied by a companion who can provide the required assistance at their own expense. All personal accidents, diversions or forced stopover costs disrupting the course of the cruise shall be at the liability of the passenger having concealed his unfitness to travel. CroisiEurope recommends the wearing of footwear suitable for life aboard and for excursions with non-slip soles. Some vaccinations, although not mandatory, may be recommended by health authorities.

**DENIED BOARDING AND PREMATURE DISEMBARKATION:** Boarding may be denied to all passengers and a passenger's cruise may be curtailed (at the risk and cost of the passenger put ashore) when, in the opinion of the ship's captain or the senior officer on board, such passenger is not fit to travel, for administrative or other legitimate reasons, or disrupts or endangers other passengers. Such a passenger may be put ashore in any port of call whatsoever without the ship owner's liability being invoked. The river cruise operator may not be required to reimburse the days of the cruise not made by the passenger put ashore or to cover any costs occasioned by being thus put ashore.

**COMPLIANCE WITH THE TIMING OF STOPOVERS:** On stopovers, the latest time for returning to the ship

and departure of the ship are mentioned aboard and stipulated by the senior officer on board. It behoves passengers to abide by such times. The company declines all liability in the event of failure to board at the appointed time. No refund or compensation shall be payable to the passenger.

**EXCURSIONS:** The excursions presented in the brochure are optional (unless otherwise stated) and the number of places is limited. Passengers who have booked excursions before departure will be given priority. The itineraries of the excursions defined in the programmes are given as a rough guide and may be subject to variations owing to external circumstances (e.g. meteorological conditions, strikes, transports delays, closure of sites by the local authorities, etc.) or owing to local service providers. In actual fact, some of the places visited are subject to high levels of security (the Kremlin for example). The authorities in any country may therefore close any place in an untimely manner and prohibit all visits. We cannot be held responsible for the unexpected closure of any intended site and we will always do our best to arrange an alternative visit in such instances. In the event of cancellation of an excursion, CroisiEurope undertakes to do its utmost to offer replacement tours. In the event of definitive cancellation, the excursion shall be refunded. No complementary compensation may be claimed in such circumstances. Unless otherwise stated in the programme, prices for optional excursions, excluding packages, are given for information purposes only, and are guaranteed with a minimum of 25 people per excursion. If the minimum number of 25 persons is not reached, a rate adjustment may be applied on board the boat during the excursion. In the event that an excursion or all excursions are cancelled, where such excursions are optional and can only go ahead with a minimum number of participants as indicated above, this shall not result in the customer cancelling the cruise. Excursions scheduled for the same evening or the next morning on which the boat is boarded are only guaranteed for customers who have subscribed to the package excursions. For the cruises on the Mekong, Ganges, Nile and in Southern Africa, the excursions booked on site, or mentioned in our programs are organized by local companies that are independent of CroisiEurope. Even if they are proposed by our local representatives as an extra service to passengers, they are bought freely on the spot and do not form a component part of the holiday booked through CroisiEurope from France. All descriptions and tariffs shown are for guidance purposes only. Any dispute, accident or incident in their conduct must be solved on the spot with the body concerned and do not in any way engage the responsibility of CroisiEurope or the travel agency from which the trip was booked.

**PERSONAL ITEMS / LUGGAGE:** Animals, hazardous objects and products, such as illegal substances, firearms, blunt objects and knives, explosives, oxygen, compressed air or inflammable products, etc. are strictly prohibited on board. The ship owner reserves the right to deny boarding to passengers in possession of such items. Passengers shall be answerable for all damage suffered by the ship owner owing to the failure to abide by the afore mentioned obligations. Loss of objects or material damage thereto shall be declared on board in writing to the Purser's Office during the cruises and the head attendant or as part of a circuit or a stay. Such declaration shall be forwarded to us by the passenger within three days of disembarkation. Except in cases of fault on its part, CroisiEurope may not be held responsible for the loss, theft, pilferage of and/or damage to the passenger's property. Our crew is at the disposal of passengers for the handling of their luggage and its liability may not be invoked. The limit on liability is CAD 900 per passenger, it only applies to trips aboard boats of the fleet CroisiEurope. For journeys and cruises on the Mekong and in Southern Africa, the responsibility lies with the owners and

local providers. During the whole duration of the trip, luggage, as well as the watching of the belongings is the responsibility of the passengers. CroisiEurope underline to the travelers the fact that it cannot in any way be held responsible for items left and does not support their research or their repatriation. Therefore the forgetting of luggage owing to the customer's oversight shall result in the charging of any additional costs incurred in recovering it. We advise our passengers to take out luggage insurance. In the event of loss, late delivery or damage to luggage in the context of air transfers, it is the passenger's responsibility to fill in the luggage complaint form at the airport with the airline company. The original shall be required by the latter for processing all claims.

**VALUABLE ITEMS:** The ship owner shall not be answerable for the loss of or damage to valuable items, money, financial documents, jewellery, and personal property. We request you not to leave valuable items unattended. Furthermore, we advise you not to leave in the luggage you entrust to carriers any valuable items, keys or identity papers, or medicinal products essential to your health. We cannot be held responsible in the event of damage to and loss or theft of personal effects.

**COMPLAINTS:** Any assessment of a subjective nature will be considered with interest but may not be recoverable. If there were problems during the trip, it is strongly recommended to inform immediately your attendant or purser to find a solution in due case. In case of non-delivery or non-use of a local performance in accordance with client's decision, no refund can be made. All complaints must be forwarded to CroisiEurope within 10 days of disembarkation by any means allowing for receipt confirmation to the seller, in accordance with the Tourism Code, and shall be taken into consideration to the extent that such complaint has been observed. The customer shall attach to his letter the assessment form submitted to him with his travel documentation, and shall also attach all proofs in support of his complaint. CroisiEurope informs you that the response time varies from 1 to 3 months following the period of survey among services, hotels or service providers necessary for any claim. After contacting quality customer service and in the absence of a satisfactory response within maximum 90 days, the customer can complain to the ombudsman of Tourism and Travel, whose details and conditions of entry are available on this website: [www.mtv.travel](http://www.mtv.travel). In addition, it will also be possible to make a complaint via the online dispute resolution platform provided for in (EU) Regulation No. 524/2013 of the European Parliament and of the Council, in accordance with article R 211-6 of the Tourism Code. In the event of litigation between traders or commercial companies, the courts of Strasbourg alone shall be competent.

**PURCHASES:** All purchases made in situ are the sole responsibility of customers (for example: counterfeit and other articles ...).

**CANCELLATION OF CRUISES BY CROISIEUROPE** (article L 211-14 III of the Tourism Code: CroisiEurope reserves the right to cancel cruises for circumstances of force majeure, recurrent climatic or natural events (high tides and low tides, cyclones, etc.) or which may render it impossible to enjoy certain service provisions for reasons relating to passenger safety, and this at any time prior to departure, with no other obligation than to reimburse sums paid. In such a case, the customer may not claim any complementary indemnity. CroisiEurope shall, insofar as this is possible, offer the passenger a replacement cruise of equivalent value. The passenger shall be entitled, as he chooses, to take advantage of such replacement cruise or else receive a refund under the terms set out in these conditions. Should the passenger accept

the replacement cruise, no reimbursement or payment of compensation shall take place. CroisiEurope reserves the right to cancel one or other cruise in the event of insufficient bookings; the customer may not claim any indemnity in this specific case. Cancellations due to insufficient participants must be notified by CroisiEurope to the traveller no later than:

- 20 days before the beginning of the journey or the stay in the event of journeys lasting more than six days,
- 7 days before the start of the journey or stay in the event of journeys lasting from two to six days,
- 48 hours before the beginning of the journey or the stay in the event of journeys not lasting more than two days.

The minimum number of participants is set at: 80 persons at least for the CroisiEurope cruises on ships having a capacity between 120 and 200 persons; a minimum of 50 persons for ships having a capacity between 70 and 120 persons; a minimum of 15 persons for the barge cruise on the French canals; 40 persons for the Mekong River cruises on board the RV INDOCHINE, 52 persons on board the RV INDOCHINE II, 38 persons on board the LAN DIEP, 24 persons on board the TOUM TIOU I, 18 persons on board the TOUM TIOU II; 12 persons for the Southern Africa cruises; and 48 persons for the Ganges, 90 persons for Nile river cruises and 25 persons for the pre- or post-programme extensions linked to a CroisiEurope cruise.

**CHANGES TO PROGRAMMES, ITINERARIES AND TIMETABLES:** In the event of strike, bad weather conditions endangering the operation of the vessel safely or extraordinary circumstances, as explained in the Recitals above EC Regulation or for any other legitimate reason, CroisiEurope may at all times and without notice, advance or delay a departure or a stopover or, if need be, change ports of call, and may not be held responsible to passengers in the event of cancellation, earlier or later departure or arrival, modification or substitution. CroisiEurope may not be held responsible for any failure to abide by the arrival and departure times given in this brochure, and this regardless of the port of call. As part of the programming of the cruises on the Mekong, Ganges, Nile and in Southern Africa, we reserve the right to the ships captains, cruise directors, leaders and representatives of these premises to modify the itineraries and order of excursions in our programs at any given moment if circumstances demand it. Generally speaking, and this is the universal principal, the ship's captain's primary mission is the safety of passengers on board. Regardless of the ship or the destination, he is the sole master on board and may decide at any time to divert the ship or cancel a port of call. The ship's captain may cancel the cruise or modify the itinerary of the cruise if he judges it appropriate to the interests of passengers and the safety of the vessel. Should the cruise be interrupted for reasons of force majeure, the customer shall be refunded for the days of the cruise not effected but may not claim any complementary indemnity. Should such modifications or cancellations of the voyage occur, Articles R 211-9 to R 211-10 of the Tourism Code shall apply. Possible unforeseen circumstances (civil or religious festivals, sporting events, political demonstrations, strikes, breakdowns, traffic jams, changes by government authorities, or other legitimate reason) may bring about modifications to visits or excursions for which CroisiEurope cannot be held responsible and which shall not permit the customer to request compensation. Some destinations are subject to particular meteorological and climatic conditions. Some ports of call may be reversed, curtailed or cancelled, particularly for the reasons stated above, without giving rise to indemnification. In the event of cancellation, excursions purchased on board shall be reimbursed. No other compensation shall be

payable. A particular port of call cannot be taken to be the objective of a programme, which is intended to explore a region in a general way and discover the pleasures of sailing.

**CHANGE IN CABIN CATEGORY OR NUMBER BY THE SHIPOWNER:** For technical or operational reasons, river and maritime companies or ship-owners may allot the passenger a cabin other than the one set or chosen upon the reservation. In that event the new allotted cabin should be at least in the same category. Such change shall not be considered a valid cancellation reason for the client, nor a significant change in the contract and shall entitle to no compensation.

### **TRANSPORTATION**

a) Changes / cancellations: Significant increases in rail and air traffic, events beyond our control (strikes, technical incidents, weather, pandemic, etc.) and safety imperatives make it sometimes impossible for airline and railway companies to adhere to their schedules. Delays—both on departure and return—are possible and are beyond the responsibility of the transporter, tour operator and travel agency. No other compensation, beyond what is strictly called for by applicable laws will be awarded, regardless of any professional or personal consequences incurred. It is therefore recommended to make allowances for reasonable delays, particularly for the return journey, in the event of important engagements or onward travel connections. Changes to times and dates, made by railway and airline companies, may take place both on departure and return and may shorten or extend the trip. CroisiEurope—acting as an intermediary between the buyer and the railway or airline company—will do its best to find the most convenient solution but may not be held responsible for any possible consequences of these delays or modifications. There shall be no compensation on the price of the cruise. Moreover, we are not liable for air or rail transfers that are not bought through the CroisiEurope tour operator. We recommend that our clients make their own pre- or post-travel arrangements and purchase flexible or refundable tickets. Cruises cannot be canceled if the reason is due to the client and connected to air or rail traffic. Most airlines have made online check-in mandatory on their websites the day before the flight (outward and return). Passengers are liable for making the confirmation themselves within the given deadline. Furthermore, CroisiEurope strongly recommends that passengers carry out these check-ins, even on companies for which this is not mandatory. Tickets issued within our programs or reserved directly by the client that are not used—whether on departure or return—may not be reimbursed, even if the trip is canceled or postponed. Giving up your seat in order to take a different plane or train does not constitute a valid reason for reimbursement of a non-used ticket, nor can it be used toward a new ticket. No claim for air travel leading to additional expenses (taxi, parking, hotels, reservation modifications, non-changeable tickets, etc.) shall result in any compensation being payable on site or upon return, including arrivals in a train station or airport that is different from that of departure (for example: Paris Orly, Paris Roissy).

#### **b) Pre- and post-transfers**

To organize pre- and post-transfer tours “from your home city to your meeting point or to the departure or arrival airport” by bus, we wish to draw your attention to the fact that these bus transfers will only take place for a minimum of 20 people. In some cases, wait times may occur during transfers to take into account possible traffic or organizational needs. Applicable rates for air or railway travel to Paris or other cities from the city of residence apply only according to the conditions mentioned in our brochures and/or estimates (within the limit of availability in the designated reservation class). All expenses or repurchased

tickets due to airline or railway delays during pre- and/or post-transfers caused by events outside of CroisiEurope's liability are the sole responsibility of the client.

c) Identity of transport companies: In accordance with articles R211-15 of the Tourism Code regarding the obligation to inform passengers of the identity of airline companies, the client is informed of the identity of three de facto or contractual transport companies that are likely to provide the transport services. The seller shall inform the client of the effective airline company that will carry out the flight(s). This information shall be provided at the latest eight days before the date scheduled in the transport contract or when the contract is signed if signature takes place less than eight days prior to the travel date. If the identity of the transport company is changed, the client shall be informed at the latest upon check in.

d) Ticket: Travel tickets issued by airlines and railway companies, or their countermarks, are the only contract between them and the client. The client is responsible for his/her travel ticket and hence must assume the consequences of its loss, theft or destruction without CroisiEurope being held responsible.

e) Baggage: Baggage limits are generally 23 kg per person on regular flights and 18 kg per person on charter flights. Excess baggage charges are to be paid directly to the company during check-in. To transport bulky items (wheelchairs, breathing apparatus, strollers etc.), you must inform us when registering. Additional charges may apply according to the airline company. Some airline companies charge for assistance at airports and on-board services. If baggage is not delivered or is damaged by the airline, the client must immediately inform the competent authority in the arrival airport and complete a loss or damage report. Then, in order to be eligible for compensation, the passenger must send this report to the airline company within a maximum of seven days, with all original documents requested. You are strongly advised to keep a copy of all the originals sent. The airline company will not deal with the request if this process is not respected and the original documents are not presented. CroisiEurope—acting as an intermediary between the buyer and the airline company—will do its best to find the most suitable solution but may not be held liable for any possible consequences of lost or damaged baggage. No compensation shall be provided by CroisiEurope.

f) Responsibility of carriers: The consequences of accidents / incidents which may occur during airline transport are governed by the provisions of the Warsaw and Montreal Conventions or local regulations governing domestic transport in the country concerned.

g) Refund of air taxes: In case of non-use the plane ticket for whatever reason, taxes airport fees are refundable to travelers on their request within 30 days and free of charge for any request online. For any reimbursement request outside line, CroisiEurope will charge 20% maximum amount refunded.

**RESPONSIBILITY OF PASSENGERS:** Each passenger (or, if the passenger is a minor, his parents or guardians) is responsible and undertakes to compensate the company for any damage to furniture, equipment or other items owned by the boat, for damage in hotels or on airplanes used by the passenger as part of his trip. Each passenger (or, if the passenger is a minor, his parents or guardians) is responsible and undertakes to compensate the company for all fines or contraventions imposed upon the company owing to an act, omission or violation of a law, whether it be a voluntary act or not on the part of the passenger. Passports must be in order for the countries through which the ship passes. It is the responsibility of the passenger to ensure the validity and conformity of his passport.

**RESPONSIBILITY OF CROISIEUROPE:** As an organizer of cruises, shipowner and charterer, CroisiEurope's obligations are defined by the combined provisions of the Tourism Code, those specifically applicable to

the navigation of the boat assigned to the cruise and, in the absence of such a law, those of the law of June 15, 1895 on the reports of private law in navigation interior. Articles L.211-16 et seq. Of the Tourism Code regulate the responsibility of the organizer, and the terms exemption from it. CroisiEurope's responsibility can only be engaged because of the crew or of the boat. Any anomalies must be reported to the purser. CroisiEurope cannot be held responsible for any damage suffered by passengers ashore, when the latter are not under his authority or supervision. CroisiEurope therefore does not bear any responsibility in the event any accident or damage of which the passenger may be a victim. It will be up to the latter to take responsibility of the local operator, with no possibility of recourse against CroisiEurope. In the same way, all additional services (transport, accommodation, transfers, etc.) reserved in addition to the cruising is not his responsibility. The limitation of CroisiEurope's liability for personal injury is 2,000,000 SDR (SDR: Special Drawing Rights: currency international) sure the boats of the fleet CroisiEurope, in accordance with the rules of the Strasbourg Convention (CLNI 2012) on the limitation of liability of boat owners.

**OBLIGATION TO PROVIDE ASSISTANCE:** In its capacity as organiser, CroisiEurope will provide as soon as possible in the circumstances of the case, appropriate assistance to the traveller in difficulty in accordance with articles L 211-17-1 and R 211-11 of the Tourism Code. The nature of this assistance is specified by article R 211-11 of the Tourism Code reproduced above.

**CROISIEUROPE INSURANCE:** Regarding the civil liability of CroisiEurope in respect of passengers and third parties, CroisiEurope is insured for bodily and material accidents by a "Protection and Indemnity Club (P&I)" guarantee. Regarding the professional civil liability of the cruise organiser, the latter is insured pursuant to the provisions of the Tourism Code. The contract covers underwritten by Allianz within the guaranteed type of damage, per claim and per insurance year the injury to the tune of 20,000,000 €, property damage and consequential damage to the tune of 10,000,000 € professional liability up to 15,000,000 € (for all injury, damage and consequential). Professional civil liability insurance: insurance policy no. 62944562 Financial cover provided by A.P.S.T. – 15, Avenue Carnot – 75017 Paris – France.

**OPTIONAL INSURANCES AND ASSISTANCE GUARANTEE - REPATRIATION :** Clients have the option of taking out an insurance policy covering the consequences of certain cases of cancellation, damage to luggage, personal liability abroad and interruption of stay, by means of the registration form or the sales contract. The general conditions of these insurance contracts are available on request from the insurer. These contracts contain limits of cover, exclusions, excesses and obligations in the event of a claim. Clients are therefore advised to read them carefully. In any event, only the insurance company concerned shall be liable to the Client in respect of the performance of the said contracts; the Client shall then have a direct legal relationship with the company. Apart from these optional insurances, a medical repatriation / personal assistance insurance is included free of charge in all our cruises and trips.

**GENERAL INFORMATION:** All the information published in our brochures concerning timetables, itineraries and hotel and ship facilities were correct at the time the brochure was published and may be subject to modifications. In such cases, customers will be advised of any such amendments at the booking stage. Maps, photographs and illustrations are provided purely for guidance purposes and are not contractual.





BY GLP WORLDWIDE

**PROTECTION OF PERSONAL DATA:** In accordance the provisions relating to the protection of personal data ("RGDP"), the information provided to CroisiEurope by its co-contracting party have the purpose of allowing the processing of their order and execution of the various related services. For these purposes, your personal data may thus be transferred to our partners established in third States. We only do call for partners guaranteeing a level of protection in accordance with the principles enshrined in the GDPR. With your consent, and with the exception of sensitive data that we collect for passenger safety and that we do not in any case pass on to third parties, this data may also be used to address you promotional or commercial offers for a period of three years (by email or post). For these purposes, this information may be stored, processed and transferred by CroisiEurope to internal services of the company and to third parties (such as transport companies, insurance, banks, customs authorities, receptive providers, subcontractor, technical subcontractors), including outside the Union European as well as in countries without a level of protection equivalent to that of the European Union. These third parties will not be able to access this personal data only for the needs related to their service, or on instruction from CroisiEurope internal services for needs related to aforementioned purposes in strict compliance with the applicable legislation in data security. The customer's opposition to the collection and processing of his data, including understood through a transfer to third parties of their data personal information necessary for the sale or execution of a package and services that depend on it, would make it impossible to execute any or part of the sales contract by CroisiEurope. Each client has a strictly personal right of access, rectification and opposition for legitimate reasons to the information on concerning that he may exercise with CroisiEurope - Service Customer Relations, 12 rue de la Division Leclerc in 67000 STRASBOURG, by attaching a copy of proof of identity to their written request. In the event of a malfunction in your treatment request, you can enter the data protection officer (DPO): [dpo@croisieurope.com](mailto:dpo@croisieurope.com); or the CNIL ([www.cnil.fr](http://www.cnil.fr); 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07). In addition, each client can object to communications of CroisiEurope and / or its partners by clicking on the opposition link or by following the opposition procedure appearing on commercial emails or text messages or by writing to the address of the Customer Relations Department mentioned above. Else each customer has the right to subscribe to the list opposing telephone canvassing (Bloctel). CroisiEurope performs visit statistics on its sites as well as targeted advertising tailored to your interests. The site <https://www.croisieurope-canada.com> explains our policy in terms of personal data and cookies.