

## **Booking Terms & Conditions**

(European Waterways barging 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 European Waterways barging itineraries:

#### **Deposit**

For individual (non-charter) bookings, an initial deposit of 25% of the total fare is payable at the time of booking. The balance of the trip cost must be received by us not less than 90 days prior to departure.

For charter bookings of an entire vessel, an initial deposit of 25% of the total fare is payable at the time of booking. The balance of the charter fare is payable 120 days prior to departure.

It is the responsibility of the lead booker to ensure we receive payment of the balance on or before the due date. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment but fail to do so, you must pay the cancellation charges shown in clause 9 depending on the date we reasonably treat your booking as cancelled.

#### **Final Payment:**

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.

For charter bookings, the final payment is due no later than 130 days prior to departure. Payment is due by cheque or wire transfer only, unless otherwise confirmed to us at the time of initial confirmation. Credit cards may be subject to a surcharge.

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 \$200 per passenger per transaction is charged for any alteration or revision made to a reservation that does not contain an airline reservation, provided that the barge operator can make the proposed change, for which there is no guarantee.

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 91 days of departure will be treated as a cancellation and new booking; in this case regular cancellation fees apply. (see below)

For full charters, reductions in passenger numbers can only be accepted up to 120 days prior to departure. Increases to passenger numbers can be accepted after 120 days prior to departure at the sole discretion of the barge operator.

**Cancellations and Refunds:**

You may cancel your confirmed booking at any time before departure. Should you need to do so, the lead booker / passenger concerned must immediately advise us in writing. Your notice of cancellation will only be effective when it is received by us in writing and it is your responsibility to ensure that it has reached us. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. These charges will usually be those set out below but may sometimes be higher to reflect the cancellation charges of individual operators / suppliers. You will be advised at the time of booking where this is the case. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable.

**For individual bookings**, where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the passenger(s) cancelling excluding any amendment charges which are non-refundable

The cancellation charges for individual bookings are as follows:

- a) More than 93 days prior to departure - the full deposit shall be retained.
- b) Less than 93 days prior to departure to day of departure, or in the event of failure to embark - 100% of total fare shall be retained.

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.

**Charter bookings:** Period before departure within which written notification of cancellation is received by us. (Note: charter deposits are non-refundable in all circumstances unless otherwise specifically stated in these booking conditions)

The cancellation charges for charter bookings are as follows:

Charter deposits are completely non-refundable.

More than 182 days prior to departure, charter deposits may be applied to deposits or final payments for individual bookings on the same vessel, subject to a \$200 administration fee for each passenger transferring to an individual booking.

182-123 days prior to departure: Full deposit shall be retained

Less than 123 days before departure: 100% of total fare shall be retained

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.

We reserve the right to decline a reservation if we or the barge operator feels a traveller's needs cannot be adequately met.

### **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:

USD\$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 sundecks 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.

### **Child Policy**

The minimum age of children 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 on board qualify for a discount of €250 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.

### **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 terms and conditions ("booking conditions") form the basis of your contract with European Waterways Limited of Waterways House, Riding Court, Riding Court Road, Datchet, Berks, SL3 9JT, UK, a company registered in England with company number 01296047. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions apply to all arrangements for your trip which we agree to make, provide or perform, as applicable, as part of your contract with us where these arrangements are booked with our UK office. All references to "cruise", "trip" or "arrangements" mean such arrangements unless otherwise stated.

In these booking conditions, “passenger”, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means European Waterways Limited. References to “departure” mean the start date of the arrangements you have booked with us. References to “vessels” are to the vessels on which your cruise is provided. All vessels are owned and operated by third parties (“operator(s)”).

#### YOUR CONTRACT

A binding contract between us comes into existence when we issue our written confirmation to the lead booker or to the travel agent through whom you made your booking (where that travel agent has been authorised by us to accept your booking as our agent). We both agree that English law (and no other) will apply to our contract and to any dispute, claim or other matter of any nature which arises between us, including any non-contractual claim (“claim”). We both also agree that any claim (and whether or not involving any personal injury) which arises between us must be dealt with by the ABTA arbitration scheme (where available for the claim in question - see clause 14) or by the courts of England only (to the exclusion of all other courts).

#### THE COST OF YOUR TRIP

Please note, changes and errors occasionally occur. You must check the price of your chosen trip at the time of booking. We reserve the right to increase or decrease the prices of unsold arrangements at any time. We also reserve the right to increase or decrease and correct errors in advertised prices at any time before your trip is confirmed. Once the price of your chosen trip has been confirmed at the time of booking, we reserve the right to increase this in the event that our costs increase (either directly or as a result of changes in currency exchange rates). Any such increase will be passed on by way of a surcharge. If any surcharge is greater than 10% of the total trip cost, clause 10 will apply on the basis the surcharge is a significant change. Any surcharge must be paid with the balance of the trip cost or within 14 days of the issue date printed on the invoice, whichever is the later. Please note that arrangements are not always purchased in local currency.

#### SPECIAL REQUESTS AND MEDICAL CONDITIONS / DISABILITIES / REDUCED MOBILITY / INFECTIOUS DISEASE AND ALLERGIES

If you have any special request, you must include full details on your Booking Form at the time of booking. Although we will endeavour to pass any reasonable requests on to the operator or other relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the operator or other supplier or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you. Our trips may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed trip arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this

means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. If you suffer from any medical condition, disability or significant reduction in mobility which may affect your trip (including any which affect the booking process) or have any special requirements as a result, please provide full details on your Booking Form so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us in writing if any medical condition, disability or reduced mobility which may affect your trip develops after your booking has been confirmed. You must advise us before departure in the event you contract any infectious disease. We reserve the right to refuse to allow you to join the trip in this event. We will advise the operator of your cruise of any allergy information you provide us with. However, you must take 10 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.

#### CHANGES AND CANCELLATION BY US

(1) We plan itineraries based on our experience of operating the cruises we advertise. Circumstances may change (including as a result of situations and events outside our control) before departure or indeed while you are away. Some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs, national holidays or other circumstances that may result in conditions being unsafe for navigation. Flexibility is crucial as we may need to make changes to your itinerary at any time where we consider it to be necessary or desirable to do so to take account of local conditions or for safety, security or health considerations or generally in the interests of all passengers or the itinerary as a whole.

(2) If navigation on a waterway is suspended, passengers will continue to be accommodated on the stationary vessel and the regular excursions will continue to be made, with cruising resumed as soon as possible. By way of compensation for any suspension of cruising, additional excursions may be provided by the vessel's crew where reasonably possible.

(3) We reserve the right to make changes in accordance with this clause 10 including, without limitation, reversing a cruise route, cruising another waterway or transferring passengers to another vessel of similar standard. In any decision related to navigation, the judgement of the vessel's captain on any action or inaction is considered final. We may occasionally be obliged to change meeting points, hotels and your time of pick up. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may have to make a significant change to your confirmed booking. Where we have to do so, clauses 10(7) and 10(8) will apply.

(4) All alterations which are not significant will be treated as insignificant changes. This includes those specifically referred to in clauses 10(2) and 10(3). In booking one of our trips, you are taken to have agreed that the confirmed itinerary is not contractually binding and that while we will endeavour to provide this, changes may be made for the reasons referred to in clause 10(1). Occasionally, we have to



significantly change your itinerary before departure. Taking account of clauses 10(1) and 10(4), this will be the case where the changed itinerary is materially different to that confirmed at the time of booking.

(5) 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.

(6) Cruises for individual bookings require a minimum number to enable us to operate them. We reserve the right to cancel these cruises where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your trip. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than 20 days before departure.

(7) In the event we have to significantly alter your confirmed arrangements before departure, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(8) If you choose to cancel your booking in accordance with clause 10(7), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation as above. No compensation will be payable or other liability accepted where a change results from force majeure (see clause 11).

(9) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted arrangements as a result of force majeure (see clause 11) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of individual bookings necessary for us to operate your trip has not been achieved and we notify you of cancellation for this reason as referred to in clause 10(6). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 10(8)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative arrangements where

possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 9 will apply.

(10) Please note, a full refund entitlement only arises where we are prevented from performing your contracted arrangements as a result of force majeure in accordance with clause 10(9) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your trip rather than our ability to perform or provide the contracted arrangements. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your trip arrangements but may instead affect your ability to travel. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your trip and will not entitle you to cancel without paying our usual cancellation charges.

(11) In the event that we have to cancel or make a significant change to your booking for any reason (other than as a result of force majeure or payment default or breach of these booking conditions by the passenger) after the date when payment of the balance of the price becomes due, in addition to a full refund (where applicable), we will pay you compensation on the following scale per person: 56 or more days prior to departure – Nil; 55-42 days – €30; 41-28 days – €80; 27-14 days – €140; less than 14 days – €200.

#### FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt 11 performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of force majeure. In these booking conditions, force majeure means any event, situation or circumstances which are beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, unusual water levels, fire, flood, drought, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Force majeure also include the covid-19 pandemic (and any other pandemic) and its impact such as travel restrictions and the measures and other action being taken by governments, public authorities and businesses to control and manage its effects (such as the implementation of social distancing).

#### OUR LIABILITY TO YOU

(1) We do not own, operate or control most of the services included in the holiday arrangements which we make for you. These services are usually contracted by us with independent suppliers who are themselves responsible for the performance of their own services. We undertake to use our reasonable skill and care in the provision of any services which are provided by our employees in the course of their employment. For all services which are provided by any person or entity other than our employees, we undertake to use

our reasonable skill and care in the selection of those suppliers but, providing we have done so, are not responsible for their acts and omissions or for the actual performance of those services.

(2) Without limiting the effect of clause 12(1), we will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following: - the act(s) and/or omission(s) of the person(s) affected; or - the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or - force majeure as defined in clause 11 above

(3) Without limiting the effect of clause 12(1), we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, our obligation is to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) Please note, our suppliers provide their services in accordance with the laws and applicable standards of the country in which those services are performed. If services are provided by suppliers in compliance with the applicable local laws and standards, they will be treated as having been properly provided. As referred to in clause 12(1), our obligation is to exercise reasonable skill and care in the selection of suppliers. We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Except as set out in clause 12(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total trip cost (excluding any amendment charges) paid by or on behalf of the passenger(s) affected in total unless a lower limitation applies to your claim under clause 12(6) below.

(6) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any inland waterway or rail carrier to which any international convention applies, where we have arranged that travel as part of our contract with you, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 12(6). The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention which applies to the travel arrangements in question. Such conventions include the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended. Where a carrier would not be obliged to make any payment to you under the applicable international convention (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. You may

also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question under any applicable international convention or the above mentioned EU regulations (which have been incorporated into UK law). Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the carrier. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses (including without limitation, self-employed loss of earnings).

#### COMPLAINTS AND PROBLEMS

Every effort has been made to ensure that you have an enjoyable and memorable cruise. In the unlikely event that you have any reason to complain or experience any problems on board or with any other services, you must immediately inform us so that we can investigate and take steps to speedily resolve the issue whilst you are still on board. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. If you remain dissatisfied or otherwise wish to make a claim on any basis, however, you must write to us within 30 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

#### ABTA AND ARBITRATION

European Waterways Limited is a member of ABTA. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things don't go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street London SE1 9EQ. Tel: +44 (0) 20 3117 0500 or [www.abta.com](http://www.abta.com).

Disputes arising out of, or in connection with, any booking made with us which cannot be amicably settled, may be referred to arbitration, if you so wish, under a special scheme arranged by ABTA and administered independently. This is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit for claims is £5,000 per person and £25,000 per booking. The scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount that the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within 18 months of the date of return from holiday. Outside this time limit, arbitration under the scheme may still be available if we agree but

the ABTA code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to mediation. Further information on the code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### UNDERTAKINGS OF THE PASSENGERS

All passengers expressly confirm as follows: (a) Subject to any information provided to us on the Booking Form or otherwise in writing, he/she is in good general health. He / she further agrees, if so required by us prior to departure, to complete a health questionnaire and to submit to any reasonable medical checks. Failure to comply with this requirement or the subsequent disclosure of any medical condition which may reasonably endanger the health or safety of other passengers or the crew may result in boarding being refused. (b) For the duration of the cruise, he/she will abide by all safety instructions as given out by the captain and crew of the vessel and displayed on board. He/she will also follow all health and hygiene protocols as instructed by the crew and in accordance with governmental / public health / regulatory guidelines. (c) 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.

#### BEHAVIOUR AND DAMAGE

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the operator, other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us or the operator / other supplier and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all passengers to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, such as the captain of the vessel, any passenger behaves in such a way as to cause or be likely to cause danger, upset or distress to any other passenger or damage to property, we are entitled, without prior notice, to terminate the trip arrangements of the passenger(s) concerned. In this situation, the passenger(s) concerned will be required to leave the vessel and the trip. We will have no further responsibility toward such passenger(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

In no circumstances will any passenger be allowed to embark unless the full cruise fare due has been paid.

A strict non-smoking policy applies in all internal areas of all vessels. Those passengers who wish to smoke must do so outdoors, on the deck and sun-deck area away from other passengers.

#### PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The applicable passport and visa requirements for the trips we offer are given at the time of booking. You must 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.

#### FINANCIAL PROTECTION

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for European Waterways Group Ltd 5452, and 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 transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with European Waterways Ltd. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 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 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

#### CHILDREN

The minimum age of children 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 on board qualify for a discount of €250 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.

#### BROCHURE / WEBSITE / ADVERTISING MATERIAL ACCURACY

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change so you must ensure you check the up to date position at the time of booking.

#### SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those of your country of residence.

#### COVID-19 AND CONTAGIOUS OR INFECTIOUS DISEASE

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.

#### PHOTOGRAPHY AND USE OF LIKENESS

During your trip, we or the operator / other supplier 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 wish not to be included in such photography, we 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 our suppliers, 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.

#### COMMUNICATING WITH YOU

Our policies in relation to privacy and Data Protection (including the Data Protection Act 2018 and UK GDPR) can be found on our website here <https://www.europeanwaterways.com/information/privacy-policy/>

#### THESE BOOKING CONDITIONS

These booking conditions apply with effect from July 2022 and supersede all prior versions. The most up to date version of our booking conditions will appear on our website [www.europeanwaterways.com](http://www.europeanwaterways.com).