

# CROISIEUROPE

## SPECIFIC TERMS AND CONDITIONS OF SALE

**PRICES:** Our prices are indicated in euro (€), pounds (£), U.S dollars (\$) they are given per person and based on a double cabin. They are established on the basis of the prevailing economic conditions applicable from January 2018 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 subjected to revision. Pursuant to article R 211-4.3 of the Tourism Code, our prices include taxes, all expenses, fees and other additional costs. Therefore, and pursuant to article R211-8 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 programs. 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 (off fleet from CroisiEurope and CroisiMer) 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 and CroisiMer, 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 Volga, Mekong 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 50 € excluding VAT 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 transfers: 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 50 € 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) RIGHT OF TERMINATION OF THE TRAVELLER** The traveller may terminate the contract at any time prior to the start of the trip or stay, subject to the

payment of appropriate termination fees or, where applicable, standard termination fees demanded by the organiser or retailer in accordance with article 211-14

**2) CANCELLATION COSTS** Should the customer cancel the refund of amounts paid will be made after deduction of the amounts (cancellation costs) stipulated in the contract. If cancellation is made by the customer, the refund of amounts paid will be made deducting the cancellations fees per person specified in the contract, according to the cancellation date from the departure date, and costs that are non-refundable insurance fees, booking fees, visa fees and any other cancellation fees charged by our suppliers. If one of the passengers in a double room or cabin cancels his booking, the remaining passenger shall pay the single cabin supplement. All cancellations must be sent to us by written (email or mail).

### Costs of cancelling CroisiEurope river cruises:

- **More than 60 days before the date of departure: €50 excl. VAT in administration fees will be charged per person**
- **From 60 to 51 days: 40% of the total amount of the package**
- **From 50 to 30 days: 50% of the total amount of the package**
- **From 29 to 20 days: 60% of the total amount of the package**
- **From 19 to 3 days: 75% of the total amount of the package**
- **48 hours from the departure: 100% of the total amount of the package**

By accepting these general terms and conditions of sale, the traveller expressly acknowledges that they been previously informed and agree to the cancellation fees in the manner set out above.

**IMPORTANT:** All all-in prices including air transport are subject to the general and special terms and conditions of cancellation of the designated airline companies. In the event of cancellation of one or more passengers, the following terms and conditions of cancellation shall be applied:

- Land, river and maritime 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.

**REFUNDS / DISCOUNTS:** No refund shall be forthcoming if the customer fails to turn up at the times and places mentioned in the travel instructions sent to him. Likewise, if he cannot provide the police or health documents required for his voyage (passports, visas, identity card, vaccination certificate, 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. 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 special prices announced after the trip is confirmed. Reductions apply to the base price before airport taxes, extra costs, handling costs, visa and insurance costs. The various reductions cannot be used concurrently and cannot be granted subsequent to booking. Reductions are not applicable to promotions.

**INDIVIDUAL CABIN:** For CroisiEurope river cruises and CroisiMer maritime and coastal cruises, individual cabins are allowed in an amount of 10% of the total number. The number of individual cabins shall not exceed 12, on the total number on the boat, except for cruises on the Mekong, the Volga 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 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.fr> 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 RECORDED DELIVERY (SIGNED FOR ON 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 by Visages et Fleuves du Monde, 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 returns to the client to inform of the necessary steps at the time of his journey. 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 CONTRAINDICATIONS:** 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. We recommend 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). 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, for CroisiEurope and CroisiMer cruises 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 cruise cruises on the Volga, Mekong and in Southern Africa, the excursions booked on site, or mentioned in our programs are organized by local companies that are independent of CroisiEurope. As part of the services on the Mekong, the Volga and in Southern Africa, excursions booked on site, whether or not mentioned in our programmes, are carried out by local organisations 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 aforementioned 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, the company may not be held responsible for the loss, theft, pilferage of and/or damage to the passenger's property. Our crew is at your disposal for the handling of your luggage and its liability may not be invoked. The limit on liability is 450 € per passenger, it only applies to trips aboard boats of the fleet CroisiEurope. For journeys and cruises on the Volga, 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 us 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):** The ship owner 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 passengers at least for the CroisiEurope and CroisiMer cruises on ships having a capacity between 120 and 200 passengers; a minimum of 50 passengers for ships having a capacity between 80 and 120 passengers; a minimum of 15 passengers for the barge cruise on the French canals; 130 passengers for the 4- and 5-anchor ships on the Volga River cruises; 150 passengers for the 3-anchor ships on the Volga River cruises; 40 passengers for the Mekong River cruises on board the RV INDOCHINE and 52 passengers on board the RV INDOCHINE II; 12 passengers for the Southern Africa cruises; and 25 travelers for the pre- or post-cruise extensions linked to a CroisiEurope cruise.

**CHANGES TO PROGRAMMES, ITINERARIES AND TIME TABLES:** 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 Volga, Mekong 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 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, 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. Airline companies recommend confirming the return flight. Passengers are liable for making the confirmation themselves within the given deadline. 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 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) Charter flights: Departures from other French cities organized by CroisiEurope on specially-chartered flights are guaranteed for a minimum of 80 passengers. If the minimum number of passengers is not reached, CroisiEurope can suggest a flight, train or bus to board the ship. This modification to your travel itinerary, if the stopover in other French cities is canceled, may take place up to 21 days before your departure.

d) Identity of transport companies: In accordance with order No. 2007--669 dated May 2, 2007 regarding the obligation to inform passengers of the identity of airline companies, the client is informed of the identity of 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.

e) Ticket: Travel tickets issued by airlines and railway companies, or their countermarks, are the only contract between them and the client. We accept no liability and the client is responsible for his/her travel ticket and hence must assume the consequences of its loss, theft or destruction.

f) Baggage: Baggage limits are generally 20 kg per person on regular flights and 15 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.

g) Flights only: the client may purchase travel tickets from CroisiEurope for flights only, meaning without cruise or tour services. In compliance with article L 211-7 a) of the French Tourism Code, this stand-alone service is excluded from the regime for selling trips and tours. In compliance with article L 211-17 of the same code, the travel agent shall only accept liability if it has personally admitted any fault. CroisiEurope shall not be liable for any failure to provide transport services, regardless of the reason (cancellation, delay, technical failure, modification of programs, etc.). Liability remains solely with the airline company. The conditions of use for transport tickets are available on the CroisiEurope website. For general and specific cancellation conditions, refer to the specific conditions of the airline company providing the transport services. They can be found either on their website or on request with our services. All claims must be lodged directly with the transport company named on the ticket. CroisiEurope shall apply prices set by airline companies on the date of the sale.

**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.

**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:** In its capacity as organiser of cruises, both as owner and charterer, the obligations of CroisiEurope are defined by the combined provisions of the Tourism Code and those specifically and lawfully applicable to the navigation of the ship assigned to the cruise and, in the absence of such a law, to those of the Law of 15th June 1895, and to these terms and conditions with which the cruise passenger hereby states that he is fully cognisant. The responsibility of CroisiEurope may only be invoked for reasons pertaining to the ship's crew and to the ship. All anomalies shall be pointed out to the Purser. CroisiEurope may not be held responsible for any damage suffered by passengers on dry land: injuries, accidents, loss, irregularities, delays, lack of means of transport, etc. imputable to external companies such as airline companies, hotels, reception agencies, restaurateurs, suppliers, etc. All services thereto pertaining (transport, accommodation, transfers...) reserved in addition to the cruise do not fall under its responsibility. The limitation of CroisiEurope for bodily damage is SDR 60.000 (SDR: Special Drawing Rights: international currency) per passenger on boats of the fleet CroisiEurope according to the rules of the Strasbourg Convention (CLNI) 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 10,000,000 €, property damage and consequential damage to the tune of 3,000,000 € professional liability up to 5,000,000 € (for all injury, damage and consequential). Professional civil liability insurance: insurance policy no. 43884621. Financial cover provided by A.P.S.T. – 15, Avenue Carnot – 75017 Paris – France.

**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.

**PROTECTION OF PERSONAL DATA:** Pursuant to the French Data Protection Act of 6 January 1978 and the provisions on the protection of personal data, the information given to CroisiEurope by its cocontractor is required to process his order and is essential to the management of service provisions. With the customer's consent, such data may also be used by CroisiEurope to

send him its promotional or commercial offers, by electronic or postal mail. The co-contractor has the right of access to and rectification of all data which concern him, which he can exercise by writing to CroisiEurope, Marketing Department, 12 rue de la Division Leclerc, 67000 Strasbourg, France, specifying his surname, first name and address : On its sites, CroisiEurope carries out visits statistics as well as targeted advertisements adapted to your centres of interest. The website <https://www.croisieurope.travel> explains our policy regarding personal data and cookies.

General agent: CROISIEUROPE 12, rue de la Division Leclerc 67000 Strasbourg - France S.A. capital of 2.000.000 € Sirène 998.348.601.000.43 Registration Register of Operators and Travel Stays Atout France nr. IM067100025 VAT identification number: FR 95998348601 Financial guarantee A.P.S.T. Professional Liability: Company Allianz: insurance policy nr. 43884621