

TERMS & CONDITIONS

In these Terms and Conditions, 'the Passenger', 'you' and 'your' means all persons named on the booking form (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' means European Waterways Limited of Waterways House, Riding Court, Riding Court Road, Datchet, Berks SL3 9JT, United Kingdom. GoBarging is a trading name of European Waterways Limited. Before booking with us, please read these Terms and Conditions carefully and all the other information we supply you relevant to your booking. We act as agent for other Barge Operating Companies, other transportation companies or service providers mentioned in this document ("Operators"). When you book a holiday through us acting as agent for the Operator concerned, you enter directly into a contract with said Operator.

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

1. HOW TO BOOK

Please telephone, fax, email or write to us at the address shown on the front of this insert. Each passenger wishing to book a cruise must complete and sign the Booking Form attached to this insert. Once this has been forwarded and accepted by us together with the payment of the deposit due, we will send out a confirmation to you on behalf of the Operator, and a contract exists between you and the Operator. As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately. Not less than 4 weeks prior to departure, we will issue you a Cruise Voucher ("the Ticket") on behalf of the Operator. This Ticket is required for embarkation. All bookings are subject to availability. The tour leader must be at least 18 years at the time of booking. These Terms and Conditions relate to all vessels included in the European Waterways brochure and as listed in Clause 12 below ("the Vessels"). To qualify for the charter group rate, one person must act as tour leader and be responsible for contracting with and making all payments to us, as per the Terms and Conditions, on behalf of all passengers in the charter group. Any Passenger signing as tour leader on behalf of a charter or other similar group warrants that he/she is authorised so to do. Each member of any such group shall be deemed to be a Passenger as herein defined and shall be bound by the signature of the tour leader.

2. CRUISE DETAILS

RATES: The rates shown overleaf in US \$, are per passenger for a six night double occupancy cabin cruise and are subject to change without notice. Meeting points, hotels and time of pick-up may be changed without notice. Cruise includes: Accommodation with private shower, all meals, selected regional wines and alcoholic beverages consumed aboard, all sightseeing tours and admittance fees as stipulated, use of the Vessels' bicycles and other facilities, and round-trip transfers from the specified meeting point.

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

3. INSURANCE

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

4. DEPOSIT AND FINAL PAYMENT

For individual bookings: a deposit of \$1,000 per passenger per week is payable at the time of booking with the Booking Form attached duly completed and signed. The balance is payable 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 with the Booking Form attached hereto duly signed. The balance of the charter fare is payable 120 days prior to departure. If any payment due in relation to your booking is not paid by the appropriate date, we, on behalf of the Operator are entitled to treat your booking as cancelled, and levy the appropriate cancellation charges as set out in Clause 5.

5. CANCELLATIONS AND REFUNDS

Cancellations must be made in writing and are effective only upon notice of receipt by us at our address overleaf. It is your responsibility to check that your notice of cancellation has reached us.

All issued tickets must be returned together with notice of cancellation. Please allow 4 weeks from receipt by us of cancellation notice and unused cruise ticket(s) for forwarding of any refund due. The following cancellation fees apply based on the date on which we receive written notice of cancellation. For individual bookings:

- more than 120 days prior to departure and subsequent to payment of the deposit, an administrative fee of \$350 per passenger shall be retained,
- from 120-91 days prior to departure - the full deposit shall be retained,
- 90 days prior to departure to day of departure, or in the event of failure to embark - 100% of total fare shall be retained.

For charter bookings:

- charter deposits are non refundable,
- More than 180 days prior to departure, charter deposits may be applied to deposits or final payments for individual bookings on the same vessel, subject to a \$350 administration fee for each passenger transferring to an individual booking.
- 180-121 days prior to departure - the full deposit shall be retained.

- 120 days prior to departure to day of departure, or in the event of failure to embark - 100% of total fare shall be retained. No refunds will be given in the event of interruption or cancellation of the cruise by the Passenger after the start of travel, nor for unused portions of any package or cruise, nor for any unused sightseeing tours or meals. The Operator will not accept any liability for any claims that are not received within 30 days of the termination of the cruise week.

6. ALTERATIONS BY THE PASSENGER

Any date change by any Passenger subsequent to booking must be in the same year and we reserve the right to charge an amendment charge of \$150 per passenger. We cannot guarantee that the Operator will be able to accommodate all change requests. No changes permitted less than 90 days prior to departure. Reductions in passenger numbers for charters are only accepted up to 120 days prior to departure. Increases in passenger numbers can be accepted after 120 days prior to departure at our discretion. Transfers to cruises on another Vessel shall be treated as a cancellation and re-booking and cancellation charges will apply.

7. CREDIT/DEBIT CARDS

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

The Passenger further expressly authorises us to present this documentation to the bank or card issuer as evidence of acceptance by said Passenger that such card transaction is final and not subject to refund, reduction, cancellation or revocation, except as specifically provided in these Terms and Conditions. A maximum of \$20,000 can be accepted on any one card per booking.

8. BROCHURE DETAILS

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

9. SPECIAL REQUESTS

If you have any special requests you must advise us in detail on the booking form. Although we will endeavour to pass any reasonable requests on to the Operator, no guarantees can be given that any request will be met. Confirmation that a special request has been noted or passed on to the Operator, or the inclusion of the special request on

your written confirmation or any other documentation, is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request, unless specifically agreed by us in writing.

10. OUR RESPONSIBILITY

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

11. COMMUNICATING WITH YOU

For the purposes of the Data Protection Act 1998, we are the sole data controller of all personal data provided to us by customers and prospective customers. In order to process your booking we need to collect certain personal details from you, for example names and addresses of party members, credit/debit card or other payment details, special requirements such as those relating to any disability or medical condition which may affect any party member's holiday arrangements and any dietary restrictions which may disclose religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We need to pass on your personal details to the companies and organisations who need to know them so that your booking and any travel-related services (if any) can be provided (for example the Operator, Service Provider, other suppliers or agents, your credit/debit card company or bank) or for verification of details relating to your booking and any travel-related services booked. Such individuals, companies and organisations may be outside the European Union. Data protection legislation in those countries may differ from that in the UK.

We also need to process and store your personal details for our own administration, market analyses and operation reviews, and may disclose information to organisations who act as "data processors" on our behalf for this purpose. Please see our privacy policy for full details, which is available on our website. We may disclose customers' names, contact details and booking preferences to any of our trading divisions or to any company within our group of companies, or any subsidiaries of such companies who offer goods or services which we feel may be of interest to you. We may also disclose your details to immigration or law enforcement authorities where we are required to do so. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give to us as set out above unless you agree otherwise. You are generally entitled to ask us (by letter, fax or e-mail) if and how we are processing your personal details. We are entitled to charge a fee in responding to such a request. We promise to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by us). In certain limited circumstances we are entitled to refuse your request. We may also record or monitor telephone calls to and from us for staff or training purposes.

12. CONDITIONS OF THE OPERATORS

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

The Operators of each Vessel detailed in this Price List / Booking

Form insert are as follows:

La Belle Epoque – Belle Epoque Charters Ltd; L'Art de Vivre – Go Barging Ltd; L'Impressionniste – Go Barging Ltd; Finesse – SAS Enchanté Finesse Croisières; Anjodi – Flot Home sarl; Enchante – SAS Enchanté Finesse Croisières; Athos – Julian Farrant, Athos; Rosa – Rives du Sud sarl; Renaissance – Go Barging Ltd; Nympha – Leigh Wootton; Panache – Belle Epoque Charters Ltd; La Bella Vita – Delta Tour snc; La Nouvelle Etoile – Etoile de Champagne b.v.; Scottish Highlander – Go Barging Ltd; Spirit of Scotland - Go Barging Ltd; Magna Carta – TempleRead Cruises; Shannon Princess – Waterloft Cruising and Catering Ltd. The Ticket(s) issued to the Passenger by any Operator or service provider, together with the Operator's booking terms and conditions, constitute(s) the sole contract between the Passenger and the Operator or service provider and, where we are acting as agent for the Operator, we assume no responsibility or liability in any circumstances for acts or omissions connected to your contract with the Operator. This document provides a summary of key terms which are used by many of the Operators for whom we act as agent. If the terms of any Operators terms and conditions conflict with this summary, the Operators terms will prevail. In the absence of any such Operators terms and conditions, then the terms laid out in these Terms and Conditions shall apply as Operators terms and conditions.

The Passenger understands and agrees that neither we nor the Operator are liable or responsible for the following:

- a) any personal injury, death, property damage or loss occasioned by theft, vandalism, fire, water, weather conditions, explosion, or any cause whatsoever, whether foreseeable or unforeseeable, or for any loss of whatever kind or nature arising out of or in connection with the acts or omissions, whether foreseeable or unforeseeable or any loss of any kind or nature arising out of or in connection with the acts or omissions, whether negligent or intended of any third party, regardless of the relationship, if any, between such third party and the Passenger or the Operator or us; and
- b) any Force Majeure event as specified in Clause 21 below; and
- c) any additional expenses incurred by the Passenger as a result of any delay or failure of and/or by any Operator or contractor of any services connected with the specific booking; and
- d) any loss sustained by the Passenger as a result of any cancellation, delay, advancement or postponement of any tour by any Operator or any service provider such as steamship company, airline, railroad, vehicle rental company, hotel or similar or their agent.

13. RESERVATION OF RIGHTS

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

- a) increase cruise prices to cover increases in costs or the effects of exchange rate movements, incurred after the publication of this Price List;
- b) accept a maximum of one cabin for single occupancy for any single cruise on barges of 8 passenger capacity or less, and two cabins for single capacity on all other barges;
- c) cancel any itinerary in whole or in part;
- d) make such alteration to any itinerary as it reasonably deems necessary or desirable;
- e) refuse to accept or retain as a member of a tour any person at any time. In no circumstances will the Passenger be allowed to embark unless the full cruise fare due has been paid. In the event of alteration or cancellation, the Operator may, but is not obliged to, substitute or provide another vessel of similar standard. Otherwise, the Operator shall refund any fare paid. Waterway routes and vessel alterations and substitutions: All routes are subject to change without notice. Some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs, national holidays or other unforeseen circumstances that result in conditions unsafe for navigation. In the unlikely event of such occurrences, the following conditions shall apply:
 - a) if navigation must be suspended, Passengers will continue to be accommodated on the stationary Vessel and the regular excursions will continue to be made, with cruising to be continued as soon as possible. By way of compensation for any suspension of cruising, additional excursions will be provided by the Vessel's crew,
 - b) we, on behalf of the Operator, reserve the right to reverse a cruise route, cruise another waterway or transfer Passengers to another vessel of similar standard,
 - c) in any decision related to navigation, the judgement of the Vessel's Captain on any action or inaction is considered final.

14. NON-SMOKING POLICY

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

15. CHILDREN

The minimum age of child accepted on board is 12 years except for Charters and special "Family Departures" (please enquire for further details) for which Children under 12 years are welcome. All children under the age of 18 years accepted onboard qualify for a discount of \$300 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 and qualify for a discount of \$300 per child.

16. PETS

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

Certain vessels do operate with a small dog on board as a Captain's pet. Passengers with dog related allergies should declare this on the Booking Form. We cannot accept liability for any reactions from undeclared allergies.

17. DISABILITY

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

18. COMPENSATION

If the Operator cancels a cruise and/or other Arrangement for any reasons (other than force majeure or default by the Passenger), or makes a material alteration to the cruise and/or Arrangement for reasons other than force majeure, after the date when payment of the balance of the price becomes due, in addition to a full refund, compensation will be payable on the following scale per person: 56 or more days prior to departure – Nil; 55-42 days – \$30; 41-28 days – \$100; 27-14 days – \$160; less than 14 days – \$240.

19. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable cruise. If, however, you have any cause for complaint then we, together with the Operator are anxious that remedial action is taken as soon as possible. It is essential that you contact us immediately if any problem arises so that it can be speedily resolved whilst you are still on board. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. If, after this, you feel that the problem has not been resolved to your satisfaction, then the party leader must, within 30 days of returning from your cruise, put your complaint in writing to us. This procedure is designed to ensure the speediest possible investigation and rectification of complaints. Please help us and the Operator to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate. As an agent for the Operator, we cannot accept any liability other than as defined in Clause 10, and any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

20. UNDERTAKINGS OF THE PASSENGER

The Passenger expressly agrees to the following:

- a) that (subject to any declaration under Clause 17 above) he/ she is in good general health;
- b) that he/she shall abide by the safety instructions as given out by the Captain and crew of the Vessel and displayed on board;
- c) that he/she shall not operate or seek to operate any vehicle or other technical equipment owned or operated by a Vessel, hotel or other service provider except bicycles that are made available by the crew for the express use of the Passengers; and
- d) that he/she shall indemnify and hold harmless both European Waterways Limited and the Operator, its employees, agents, representatives and assigns against any and all liabilities, costs and expenses (including legal fees and costs of litigation) which may be incurred in connection with any claims, suits or any cause of action brought by him/ her against any third party, or by any third party against him/her, his/her heirs, representatives

or assigns regarding injury or loss to person or property sustained by him/her or such third party, directly or indirectly, arising out of events, acts or omissions, no matter how caused or created, that occur during the course of a cruise tour.

21. BEHAVIOUR

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

22. FORCE MAJEURE

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

23. ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the United Kingdom Package Travel, Package Holidays and Package Tours Regulations 1992 for bookings made by customers directly with European Waterways Ltd for cruises on barges operated by the group namely Belle Epoque Charters Ltd, Go Barging Ltd and Flot Home sarl. In the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK;

1. and 2. provide for a refund in the event you have not yet travelled. 1. provides for repatriation. Please note that bookings made outside the UK and Republic of Ireland are only protected by ABTOT when purchased directly with European Waterways Limited.

24. GENERAL PROVISIONS

These Terms and Conditions are issued as of June 2016 and supersede and cancel all prior communications and agreements, whether written or oral express or implied. Any subsequent modification of these Terms and Conditions will be posted on the website www.GoBarging.com.

25. GOVERNING LAW AND RESPONSIBILITY

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

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

