

Booking Terms & Conditions (CroisiEurope programs)

Reservation

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

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

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

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

DEPOSITS & FINAL PAYMENT

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

Cruise Only and Cruise&Land Programs:

25% of the total tour price is payable within 72 hours of booking to confirm your reservation. In the unusual circumstance that we cannot confirm your booking after this deposit has been paid, it will be refunded to you in full.

For all programs:

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

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

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

Revision / Change Fee:

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

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

Courier delivery costs apply if any changes are made within five weeks prior to departure. A change of date or itinerary within 91 days of departure will be treated as a cancellation and new booking; in this case regular cancellation fees apply. (see below)

Cancellations and Refunds:

For land and cruise arrangements, the cancellation charges are as follows:

More than 92 days before departure: The deposit is non-refundable

92-61 days before departure: 35% of the total tour price

60-31 days before departure: 50% of the total tour price

30 days or less before departure: 100% of the total tour price

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

For air arrangements, the cancellation penalty is determined by the carrier 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.

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 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, premium beverages and food not on the regular table d'hote menu; optional excursions; passports, visas; vaccinations; gratuities on cruise ships; International Air Transportation Tax; Agricultural Tax; Security Fee; airport taxes. Verbal quotations will NOT be honoured. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Air taxes quoted at the time of booking are estimates only based on current information.

Air taxes, fuel and insurance surcharges and other relevant fees will be indicated on the final invoice and will reflect the actual amount incurred at the time of ticket issuance.

Itinerary Changes

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

Passports and Visas

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

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

Travel Documents

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

Disabled Guests

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

Gratuities

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

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.

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. 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 reserves 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 deems 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, including any term or condition set forth in the preceding provisions.

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

ADDITIONAL TERMS & CONDITIONS AND CONDITIONS OF CARRIAGE

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

RESPONSIBILITY

CroisiEurope accepts no liability or responsibility, whether occasioned by railroad, motorcoach, private car, boat, aircraft or any other conveyance, for any injury, damages, loss, accident, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the cruise, as a result of any cause beyond the control of CroisiEurope America Corp.

Guests specifically release CroisiEurope from any and all claims for loss or damage to baggage or property or from personal injuries or death, or from loss delay, arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. All arrangements made for guests with independent contractors, including medical services, are made solely for convenience to participant and are done at the participant's own risk. Medical personnel are independent contractors. CroisiEurope specifically disclaims all liability for damages for emotional distress, mental suffering or psychological injury or any kind, except to the extent prohibited by 46 U.S.C §183c(b).

Tickets, vouchers and any other travel documents are subject to all terms and conditions of the respective suppliers (some of which may limit suppliers' liability). Under no circumstances shall CroisiEurope be construed as a carrier under a contract for safe carriage of the guest or his or her belongings. CroisiEurope identified herein shall be entitled to any and all liability limitations, immunities and rights applicable to them or any of them under the Strasbourg Convention on the limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amendments (hereinafter collectively referred to as the "Convention").

CroisiEurope identified herein shall in addition be entitled to any and all exemptions from liability, liability limitations, immunities and rights applicable under the aforesaid 1976 Athens Convention as amended which limits the carrier's liability for death of or personal injury to a passenger to no more than 46,666 special drawing rights as defined therein (approximately US\$70,000 which fluctuates depending upon a daily exchange rate as

printed in the Wall Street Journal) and the laws of the United States including Title 46 US Code Sections 30501-30509 and 30511, if and as applicable, and by those other and further limitations of liability set forth in the statutory and general maritime law of the United States, (including Title 46 U.S Code Section 181-186, 188), as well as any other applicable nation's laws limiting liability.

CroisiEurope identified in this brochure shall be entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to CroisiEurope identified in this brochure.

REFUSAL OF PASSAGE:

CroisiEurope shall not be required to refund any amount paid by any guest who must leave the cruise prematurely for any reason, nor shall CroisiEurope be responsible for the lodging, meals, return transportation or other expenses by such guest.

ACTS OF GOD, STRIKE, OR OTHER CONDITIONS BEYOND CONTROL:

Neither CroisiEurope shall be liable for delay or inability to perform any condition in this brochure or any part thereof caused by or arising out of strikes, lockout or labor difficulties or shortages whether or not the carrier is party thereto, or explosion, fire, collision, standing or foundering of the vessel or its hull or machinery of fittings howsoever and wheresoever any or the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, force majeure or other circumstances beyond their control.

TRAVEL AGENT/TOUR OPERATOR:

All travel agents, tour operators and agents of any other nature with exception of CroisiEurope are solely your agents for purposes of the Passenger Ticket Contract. With regard to all other documents concerning the river or ocean cruise and any related arrangements made by the travel agent for any other or related travel, lodging, excursions, tours or facilities of any nature, neither CroisiEurope nor the operator or carrier of the river or ocean cruise vessel shall be responsible for any representation or conduct of your travel agent/tour operator, including but not limited to any failure to remit your deposit of other funds to CroisiEurope as sales agent for the particular operator or carrier for which you shall at all times remain liable.

ITINERARIES, PRICES/INCREASES AND OMISSIONS:

Itineraries are subject to change and may need to be altered or cancelled specifically because of water levels or wind factors. Prices shown in this brochure are subject to change with or without notice. Adjustments for currency and/or fuel fluctuations may apply. Optional shore excursions/tours/concerts, excess baggage charges, drinks, beverages and meals not included in the package are additional costs to the guest. CroisiEurope is not responsible for omissions, printing and/or presentation errors and reserves the right to make corrections as required.

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 embarkation 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. 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 categorisation of hotel or ship will not give rise to any refund or payment of compensation.

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.

Curtailed 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.

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.

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 unfitnes 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 behooves 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.

SHORE EXCURSIONS:

Unless stated otherwise in the program, for cruises CroisiEurope and CroisiMer, prices are given as a rough guide and are guaranteed for a minimum of 25 people per excursion. If the minimum number of 25 people is not reached, a price adjustment may be applied on board ship when the excursion takes place, whether such excursion was purchased on board or in the context of an all-in excursions price on booking.

The excursions presented in the brochure/website 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 may be subject to high levels of security. 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. shall be applied).

they are bought freely on the spot and do not form a component part of the holiday booked through CroisiEurope.

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 tour operator/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 travels and cruises of CroisiVoyages, 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 course. 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 (France), 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. 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:

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 up to 21 days prior to departure in the event of insufficient bookings; the customer may not claim any indemnity in this specific case. The minimum number of participants is set to 80 people for the cruises from the brand CroisiEurope or CroisiMer and 130 to 200 people for cruises on the Volga depending on the ship standards, 30 people for cruises on the Dnieper River, 40 people for cruises on the Mekong and 25 persons for ground extensions.

CHANGES TO PROGRAMMES, ITINERARIES AND TIMETABLES:

In the event of strike, bad weather conditions endangering the operation of the vessel safely or extraordinary circumstances, as explained in the Recitals above EC Regulation or for any other legitimate reason, CroisiEurope may at all times and without notice, advance or delay a departure or a stopover or, if need be, change ports of call, and may not be held responsible to passengers in the event of cancellation, earlier or later departure or arrival, modification or substitution.

CroisiEurope may not be held responsible for any failure to abide by the arrival and departure times given in this brochure, and this regardless of the port of call.

As part of the programming CroisiVoyages, we reserve the right to the ships captains, cruise directors, leaders and representatives of premises CroisiVoyages 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 211-11 of the Tourism Code shall apply.

Possible unforeseen circumstances (civil or religious festivals, 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.

TRANSPORT:

The considerable increase in air and rail traffic, events beyond our control (strikes, technical incidents, meteorology, etc.) and safety imperatives mean that charter and regular airline companies and railway companies are not always able to respect the schedules. Delays, both on departure and on return, are possible and are beyond the control of the carrier, the tour operator and the travel agency. No compensation other than that laid down in prevailing legislation shall be granted, regardless of the subsequent professional or personal consequences. The customer is therefore recommended to allow a reasonable period of time, particularly for the return flight, in the event of connecting flights or important appointments. French provincial departures established by CroisiEurope on specially chartered flights are guaranteed for a minimum of 80 passengers.

Modifications to times and dates imposed by the railway or airline companies may occur both at departure and on arrival, causing the journey to be shortened or extended. CroisiEurope, acting in the capacity of intermediary between the buyer and the railway or airline company, shall strive to find the most suitable solutions but may not be held responsible for the consequences of any such delays or modifications. No compensation shall be forthcoming in such circumstances.

Furthermore, we decline all liability for air and rail transfers not booked through the CroisiEurope tour operator. Our customers travelling to or from the cruise by their own means are recommended to book tickets which can be changed or refunded. Cruises may

not be cancelled by the customer owing to rail or air traffic. For your information, airline companies recommend the re-confirmation of the return flight. It is incumbent on passengers to do so within the times allowed.

Tickets issued in the context of our programmes or booked directly by the customer, which are not used on the outward and/or return journey, shall not be reimbursed, even if postponed to a later date or if the holiday is cancelled. Giving up one's seat to take a different flight or train shall not give rise to a refund on the unused ticket or to the payment of the cost of the new ticket.

All complaints regarding travel prior or subsequent to the cruise, whether by air or by land, and any costs (taxi, parking, hotels, modifications to reservations, tickets which cannot be changed, etc.) shall not give rise to any compensation in situ or upon return. Likewise in cases of arrivals at a station or an airport different from the station or airport of departure (e.g.: Paris Orly, Paris Roissy).

Pursuant to Decree No 2007-669 of 2 May 2007 on the obligation to inform passengers of the identity of the airline carrier, the customer shall be informed of the identity of the contractual carrier(s) or of the carrier(s) likely to fulfill the flight purchased de facto. The vendor shall inform the customer of the identity of the actual airline company which shall handle the flight(s). Such information shall be communicated eight days at the latest prior to the date laid down in the transport contract or at the time the contract is concluded if this occurs fewer than eight days prior to the start of the journey. In the event of modification to the identity of the carrier, the customer shall be informed thereof and this at the time of check-in at the latest.

The passenger ticket used in airline and railway companies, or else the control card, constitutes the only contract between the latter and the customer. The customer is responsible for his transport document, shall therefore accept the consequences of any loss, theft or destruction of his transport document and shall not be entitled to invoke our liability.

The baggage allowance is generally 20 kg per person on regular flights and 15 kg on charter flights. Excess baggage charges shall be paid to the company during check-in. The transport of bulky items (wheelchairs, breathing apparatus, pushchairs, etc.) should be pointed out when booking and may be subject to a variable supplement depending on the airline company. Certain airline companies charge for assistance at airports and service provisions on board.

In the event of damage to or non-delivery of luggage by the airline company, Customer shall immediately report the irregularity to the competent authorities on the arrival airport in order to complete a declaration of loss or damage. Then, within 7 days maximum, to claim compensation, the passenger will have to send to the airline this declaration accompanied by necessary original documents. The passenger shall also keep all originals of his transport documents. The airline company shall take no further action unless such procedure is undertaken and such documents presented. CroisiEurope, acting in the capacity of intermediary between the buyer and the airline company, shall strive to find the most suitable solutions but may not be held responsible for the consequences of any such damage to or loss of luggage. No compensation shall be forthcoming from CroisiEurope in such circumstances.

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.

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 million, 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

GENERAL INFORMATION:

All the information published in our brochures, websites or those of our tour operator partners concerning timetables, itineraries and hotel and ship facilities were correct at the time the brochure/website 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.