

## **Booking Terms & Conditions**

(European Waterways barging programs)

### **Reservation**

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

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

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

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

### **DEPOSITS & FINAL PAYMENT**

The following deposit terms are specific to tour programs including European Waterways barging itineraries:

#### **Deposit**

For individual travellers, \$1,500 per person is payable upon booking.

For charter bookings of an entire vessel, a deposit of 25% of the entire booking charter amount is payable at the time of booking.

In the unusual circumstance that we cannot confirm your booking after this deposit has been paid, it will be refunded to you in full.

#### **Final Payment:**

For individual travellers, the 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

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

\*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 Worldwide to remind you of the full payment due date. If you miss the due date, you risk losing your reservation and forfeiting your deposit.

**Revision / Change Fee:**

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

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

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

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

**Cancellations and Refunds:**

The cancellation charges for individual bookings are as follows:

122 days or more before departure, an administration fee of \$500 per person shall be retained.

121-91 days before departure:           Deposit is forfeit

90 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.

The cancellation charges for charter bookings are as follows:

Charter deposits are completely non-refundable.

More than 182 days prior to departure, charter deposits may be applied to deposits or final payments for individual bookings on the same vessel, subject to a \$500 administration fee for each passenger transferring to an individual booking.

181-122 days prior to departure:       Deposit is forfeit

121 days or more before departure:    Full charter cost is forfeit

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'hôte 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.

If applicable, 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. Some vessels are unsuitable for disabled guests. In the event that the booking is accepted, 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. 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 barge is at anchor. We regret that we cannot provide individual assistance to a tour member for walking, getting on/off tour buses and other transportation vehicles, or other personal needs. A qualified travel companion must accompany travellers who require special assistance.

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

### **Gratuities**

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

EUR 10-15 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 barges. Smoking is not permitted in any interior portion of any barge 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 barge operator, European Waterways Limited. If there is any conflict between the following terms & conditions of the European Waterways and the preceding terms & conditions of GLP Worldwide, the European Waterways terms & conditions shall prevail.

In these Terms and Conditions (meaning from this point forward), '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 The Barn, Riding Court. Riding Court Road, Datchet, Berks SL3 9JT, United Kingdom. GoBarging is a trading name of European Waterways Limited. Before booking, 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.

These terms and Conditions relate to all vessels included in the European Waterways brochure or in the GLP Worldwide website under the category of 'Barging' and as listed in Clause 12 below ("the Vessels"). To qualify for a 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 to do so. 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.

### **Cruise Details**

The rates shown on the GLP Worldwide website or brochure are in Canadian Dollars, 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 Chateaux 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.

### **Brochure & Website 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 or our representative GLP Worldwide. 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. Occasional, problems mean that some facilities or services become unavailable or subject to restriction. Neither we nor the Operators, nor GLP Worldwide can accept responsibility for any changes or closures to area amenities or attractions mentioned in the brochure/website or advertised elsewhere.

### **Special Requests**

If you have any special requests you must advise us in detail upon making your booking with GLP Worldwide. 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.

### **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 liability 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.

### **Communicating with You**

For the purposes of the Data Protection Act 1998, (UK) 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.

We may disclose customers' names, contact details and booking references 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 person 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.

### **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 Chartered Ltd; L'Art de Vivre - Go Barging Ltd; L'Impressionniste - Go Barging Ltd; Finesse - SAS Enchante Finesse Croisières; Clair de Lune - La Normande sarl; Athos - Julian Farrant, Athos; Rosa - Rives du Sud sarl; Renaissance - Go Barging Ltd; Nymphaea - 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; Magna Carta - Temple Read 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 and GLP Worldwide'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 Operator's 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 of 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 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.

### **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; [any increase is subject to the relevant Canadian legislation as outlined in the first part of this document]
- 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 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 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.

### **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.

### **Children**

The minimum age of child accepted is 12 years except for Charters and special "Family Departures" (please inquire for further details) for which Children under 12 are welcome. All children under the age of 18 years accepted inboard qualify for a discount on all vessels except La Nouvelle Etoile. Please inquire with GLP Worldwide for details.

### **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.

### **Disability**

Passengers who are disabled 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.

### **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 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.

### **Undertaking of the Passenger**

The Passenger expressly agrees to the following:

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

### **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.

### **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, event 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 a 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.

### **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 at [www.glpworldwide.com](http://www.glpworldwide.com)

### **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.