

# GO BARGING PRICES IN AUSTRALIAN DOLLARS

## 7-Day/6-Night CRUISES FOR 2019

BOAT CRUISING REGION	CAPACITY	CABIN TYPES	VALUE* AU\$	REGULAR* AU\$
<b>LA BELLE EPOQUE</b> FRANCE - BURGUNDY	12	Stateroom	\$7,740	\$9,050
		Junior Suite	\$7,915	\$9,225
		Single Supplement	\$2,845	\$3,275
<b>L'ART DE VIVRE</b> FRANCE - BURGUNDY	8	Stateroom	\$6,640	\$7,670
		Single Supplement	\$2,500	\$2,845
<b>L'IMPRESSIONNISTE</b> FRANCE - BURGUNDY	12	Stateroom	\$7,740	\$9,050
		Junior Suite	\$7,915	\$9,225
		Single Supplement	\$2,845	\$3,275
<b>FINESSE</b> FRANCE - BURGUNDY	8	Stateroom	\$9,810	\$11,295
		Single Supplement	\$3,535	\$4,050
<b>ENCHANTE</b> FRANCE - CANAL DU MIDI	8	Suite	\$9,050	\$10,330
		Single Supplement	\$3,360	\$3,795
<b>ANJODI</b> FRANCE - CANAL DU MIDI	8	Stateroom	\$6,640	\$7,670
		Single Supplement	\$2,415	\$2,845
<b>ATHOS</b> FRANCE - CANAL DU MIDI	10	Stateroom	\$6,860	\$7,775
		Single Supplement	\$2,295	\$2,655
<b>ROSA</b> FRANCE- GASCONY & BORDEAUX**	8	Stateroom	\$6,535	\$7,570
		Single Supplement	\$2,500	\$2,760
<b>NYPHEA</b> FRANCE - LOIRE VALLEY	6	Stateroom		\$6,880
		Single Supplement		\$2,670
<b>RENAISSANCE</b> FRANCE - UPPER LOIRE/WESTERN BURGUNDY	8	Suite	\$10,085	\$11,535
		Single Supplement	\$3,620	\$4,140
<b>PANACHE</b> FRANCE, HOLLAND, BELGIUM & ALSACE**	12	Junior Suite	\$7,915	\$9,225
		Single Supplement	\$2,845	\$3,275
<b>LA BELLA VITA</b> ITALY - VENICE & THE PO VALLEY	20	Stateroom	\$5,845	\$6,465
		Junior Suite	\$7,050	\$7,845
		Single Supplement	\$2,240	\$2,585
<b>LA NOUVELLE ETOILE</b> GERMANY, BELGIUM, HOLLAND, LUX., FRANCE**	8	Suite		\$12,395
		Single Supplement		\$6,120
<b>SCOTTISH HIGHLANDER</b> SCOTLAND - HIGHLANDS, CALEDONIAN CANAL	8	Stateroom	\$6,360	\$7,395
		Suite	\$7,395	\$8,535
		Single Supplement	\$2,415	\$2,760
<b>SPIRIT OF SCOTLAND</b> SCOTLAND - HIGHLANDS, CALEDONIAN CANAL	12	Stateroom	\$6,810	\$7,845
		Single Supplement	\$2,500	\$2,930
<b>MAGNA CARTA</b> ENGLAND - ROYAL RIVER THAMES & OXFORD	8	Suite	\$6,810	\$8,190
		Single Supplement	\$2,240	\$2,500
<b>SHANNON PRINCESS</b> IRELAND - LOWER SHANNON RIVER	10	Suite	\$6,810	\$7,740
		Single Supplement	\$2,330	\$2,670

All prices are per person in a twin or double cabin.

Prices are subject to exchange rate.

\* See overleaf for SEASON DATES.

\*\* Cruising various routes – please ask for details of the route of your preferred cruise date.

All cruises start on Sunday.

(As at 10/7/2018).

**For those with limited time:** 3-night cruises may be available on the Magna Carta on the River Thames in England - ask for details.

**Cost Includes:** Accommodation on board, all meals, regional wines, alcoholic beverages, all sightseeing & admittance fees as listed, bicycles & other facilities on-board, return transfers from meeting point to hotel barge.

**Not Included:** Crew gratuities, superior vintage wines, optional activities, personal items.

FOR INFORMATION & RESERVATIONS CALL OUTDOOR TRAVEL: 1800 331 582 OR SEE: <http://www.outdoortravel.com.au>

## GO BARGING - CALENDAR 2019: Cruise Dates & Price Periods

Start Day (Sunday)	Mar 24	Mar 31	Apr 7	Apr 14	Apr 21	Apr 28	May 5	May 12	May 19	May 26	Jun 2	Jun 9	Jun 16	Jun 23	Jun 30	Jul 7	Jul 14	Jul 21	Jul 28	Aug 4	Aug 11	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	
<b>Boat</b> (Cruising Region)																																
<b>La Belle Epoque</b> (France - Burgundy)		V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>L'Art de Vivre</b> (France - Burgundy)			V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>L'Impressioniste</b> (France - Burgundy)			V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>Finesse</b> (France - Burgundy)	V	V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>Enchante</b> (South of France - Canal du Midi)	V	V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>Anjodi</b> (South of France - Canal du Midi)		V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>Athos</b> (South of France - Canal du Midi)		V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	V	V	
<b>Rosa</b> (South West of France - Gascony & Bordeaux)				V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>Nymphea</b> (France - Loire Valley)														R	R	R	R	R	R	R	R	R	R	R	R	R	R					
<b>Renaissance</b> (France - Burgundy)			V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>La Bella Vita</b> (Italy - Venice & the Po Valley)	V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	V	V	R	R	R	R	R	R	V	V	
<b>Panache</b> (Holland, Belgium, Picardy, Paris, Champagne, Alsace & Lorraine)	V	V	V	R	R	R	R	R		R	R	R	R	R	R		R	V	V	V	V	V	R	R	R	R	R	R	V	V	V	
<b>La Nouvelle Etoile*</b> (Holland, Belgium, Paris, Champagne, Burgundy, Alsace, Luxembourg, Germany)		R	R	R	R	R	R	R	R			R	R	R	R	R			R	R	R	R		R	R	R	R	R	R	R		
<b>Scottish Highlander</b> (Scotland - Caledonian Canal)			V	V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	
<b>Spirit of Scotland</b> (Scotland - Caledonian Canal)				V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	V	
<b>Magna Carta</b> (England - The Royal River Thames & Oxford)	V	V	V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	V	V	V	
<b>Shannon Princess</b> (Ireland - Lower Shannon River)					V	V	V	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R					

**PRICE PERIOD** V Value Season  
R Regular Season

**Winter Cruising:** The **Scottish Highlander** & the **Magna Carta** also cruise selected dates in January, February, March & November to December.

\* La Nouvelle Etoile & Panache: Longer cruises may be available. Cost on application.

Please ask our office for a quote & availability of your preferred cruise date.

Please note: Cruising Routes and Regions vary on some departures, so please ask for the details of your specific cruising week.

Travel Agent

# Go Barging Booking Form 2019



*This booking form is subject to Booking Conditions. Please write clearly and tick appropriate boxes.*

*All sections in yellow tint boxes must be completed. Please fill in Extra Accommodation or Flights sections only if applicable.*

Name of trip  Start date  /  /  No. of People  Departure date from Australia  /  /

## NAMES OF ALL TRAVELLERS \*

1.	Title	First name	Surname	Date of Birth Day/Month/Year	Cabin Type:			
					Double	Twin	Single	Stateroom Suite/Jr
2.								
3.								
4.								

## EXTRA ACCOMMODATION

Complete only if requesting extra nights accommodation before or after the tour

Arrival date Day/Month/Year	Departure date Day/Month/Year	Town	Hotel Name	No. of nights

## DOCUMENTS TO BE SENT TO (Home Address please)

Name  *Mr/Mrs/Miss/Ms/Dr*  *Initials*

Address

Post code  Tel. (day)

Tel. (eve)  Fax

E-mail

**Information & Correspondence** Please send confirmation of this booking, correspondence and pre-trip information

Electronically (Email + attachments)

By Post

## PAYMENT

**Deposit**

I have Direct Deposited / I enclose a cheque, for the deposit of \$1750 per person (higher deposits may be required for charters). or

Please debit my credit card for the deposit and add the credit card fee.

**Balance**

I will send you the balance when due.

Please debit my credit card for the balance when due and add the credit card fee.

Please note final balance is due 120 days before departure (charters: 180 days)

Card No.

Expiry date

Name on card  Date

Signature

## FLIGHTS

Complete only if requesting us to book your flights.

	Date	From (airport)	To (airport)
Outward			
Return			

## TRAVEL INSURANCE

Is a mandatory requirement of this tour.

Do you wish us to forward details?  1  2  3  4

Yes, please provide a quote

No, I have adequate insurance

## EMERGENCY CONTACT

Emergency contact whilst travelling:

Name

Telephone

Relationship

## SPECIAL REQUESTS

Please list any other information, dietary requirements, relevant medical conditions or disability requiring extra care or assistance, or special requests.

*I have read the general information. I understand and accept the Booking Conditions on behalf of all the people named on this form.*

**Signature:**

Return booking form by fax to: (03) 5750 1020, email to [info@outdoortravel.com.au](mailto:info@outdoortravel.com.au) or mail to

**Outdoor Travel Pty Ltd, PO Box 286, Bright, VIC 3741**  
Telephone: 03 5750 1441

*For additional passengers please either photocopy this form or write their details on a piece of paper and attach it.*

*\* Should each person travelling want a separate invoice and pre-trip information a separate booking form needs to be completed.*

## GO BARGING / EUROPEAN WATERWAYS — TERMS AND CONDITIONS

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD, trading as Outdoor Travel, and with their tour operators, service providers and agents. It contains important terms designed to protect your interests and by signing the booking form it binds you and all the members of your party to these conditions. Outdoor Travel, its owners, officers & employees give notice that they act only as agent for the Tour Operator or Service Provider. You should also read the Tour Operator Booking Conditions and any other travel information in the brochure, flyer, website or in any detailed itinerary or trip dossier.

### **OUTDOOR TRAVEL'S RESPONSIBILITIES**

**Please Read This Carefully.** It sets out your responsibilities and those of Outdoor Travel and the tour operator. Please read any terms and conditions and general information shown on the flyer/website, promotional material or on the price insert.

**1) Our Responsibility:** OUTDOOR TRAVEL, including the owners, officers and employees give notice that they act only as agents for the operators who arrange the services described in this brochure. Outdoor Travel does not itself provide carriage services, accommodation, transport or tours. Outdoor Travel acts as an agent for boat hire, accommodation providers, air, coach, shipping, rail and other transport providers, tour operators and other service and product providers (referred to as "service providers or tour operators"). All products and services provided by service providers are provided on those service providers' own terms and conditions, which may include limitations and exclusions of liability.

All bookings with Outdoor Travel and all tickets, vouchers, receipts, coupons, exchange orders and other like documents issued to the client, are subject to each service providers terms and conditions governing the provision of products and services to be provided by that service provider. Outdoor Travel shall not be liable for any acts, omissions or defaults whether negligent or otherwise, of any service provider or tour operator.

Outdoor Travel shall not be liable (whether in contract, tort or otherwise) for any injury, illness, death, loss, damage, expense, delay or inconvenience resulting directly or indirectly from circumstances outside of Outdoor Travel's control, including acts of nature, war, civil disturbances, strikes, floods, acts of government or authorities, breakdowns, accidents, disease, quarantine, terrorism, medical or customs regulations, and alterations, cancellations or delays concerning itineraries, timetables or accommodation.

**2) Your Responsibilities:** Active holidays can be hazardous if you behave foolishly so don't take risks! In the interests of safety, we ask you to undertake to follow the advice of the tour operator, guide or representative; comply with any local codes of conduct; and act sensibly and prudently at all times. By signing this booking form you agree to indemnify Outdoor Travel, its owners, officers and employees for all losses and / or damage arising from any act or default on your part or the part of a member of your party. You also accept the responsibility to ensure your personal travel documents (ie full passport, visas, air tickets etc) are in order. Please check these with your travel agent or Outdoor Travel well before departure.

**3) Passport, Visa & Vaccinations:** It is mandatory that you familiarise yourself with any visa and health requirements that may be applicable in the countries you are visiting. You are responsible for all entry/exit health and any other documents required by laws, regulations, orders, demands or requirements of countries visited or transited. Please note that passport and visa requirements are not the responsibility of Outdoor Travel or that of your travel agent. We recommend that you be in possession of a passport valid for at least 6-months beyond your intended stay overseas.

**4) Consular Advice:** Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available in Australia by calling 1300 555 135 or visiting the web site <http://www.dfat.gov.au>. We recommend that you review this information both prior to making your booking and prior to departure.

Once outside Australia you should contact the Australian consular office or embassy or their representative in each country for advice or information.

**5). How To Book:** Your booking comes into effect when Outdoor Travel accept from you or your travel agent a completed, signed booking form and payment of a \$1750 per person per tour non-refundable deposit **and** issue a confirmation. Some tours require a higher non-refundable deposit to be paid and this is detailed in the individual tour information and will be made clear at the time of booking.

We highly recommend you take out travel insurance **at time of making a booking**. Further information in relation to your tour may be provided in the form of flyers or trip dossiers. Please contact us if you require copies of these documents or have any queries in relation to them. By submitting your booking form and paying your deposit you are deemed to have read, understood and accepted all the relevant tour information.

**6) Final Balance Payment:** Outdoor Travel's confirmation invoice shows the total holiday cost for the services to be provided and the due date for payment. The balance of the full tour price is payable 120 days prior to the scheduled date of departure (180 days for charters).

If payment of the balance of the tour price is not received by Outdoor Travel by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with the Cancellation Conditions will apply.

Payment of the balance or the full tour price may be made by cheque, cash or Direct Deposit without surcharge. If payment of the balance or the full tour price is made by credit card, we will charge you the appropriate credit card surcharge.

Final balance is due for all trips 120 days prior to departure (180 days for charters). If a booking is made **after** the balance of the full tour price is payable, the booking is effected when we accept from you a completed booking form and payment of the full tour price.

Prices are based on Euros (€) which are converted to the appropriate Australian Dollars amount and are valid until 31 December 2019. All payments must be made in Australian Dollars. Outdoor Travel reserves the right to increase the tour cost at any time due to factors beyond its control, such as currency exchange rates or increases by tour operators or service providers. Once a booking is confirmed, price revisions may be applied by the Tour Operator.

**7) Holiday insurance:** It is a condition of booking this holiday that you and all your group members have adequate travel insurance. Ask Outdoor Travel or your travel agent for policy information.

**8) Complaints:** If you have a complaint whilst on holiday you must report it at the time to the tour operator, guide or accommodation provider to enable it to be put right. If you feel it is serious, you must also notify us at the time by telephone, email or fax. Written details of any complaint or claim should be provided to Outdoor Travel within 14 days of the completion of the tour arrangements

### **TOUR OPERATOR 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 The Barn, 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. YOUR BOOKING

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 party 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 on the pricelist, 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 bath or 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, 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 per passenger per week is payable at the time of booking with the Booking Form attached duly completed and signed. The balance is payable 120 days prior to departure.

For charter bookings of an entire Vessel: an initial deposit of 35 % 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 180 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:*

- a) More than 120 days prior to departure, the full deposit shall be retained.
- b) From 120 days prior to departure to day of departure, or in the event of failure to embark, 100% of the total cruise fare shall be retained

*For charter bookings:*

- a) Charter deposits are non-refundable.
- b) Up to 180 days prior to departure, deposits may be applied towards individual bookings on the same vessel subject to a \$750 surcharge per passenger.
- c) Less than 180 days prior to departure, no refunds will be given.

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 \$350 per passenger. We cannot guarantee that the Operator will be able to accommodate all change requests. No changes permitted less than 120 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.

## 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 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 ie: 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 General Data Protection Regulation (GDPR), we are the 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 General Data Protection Regulation (GDPR), 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:

La Belle Epoque	– Belle Epoque Charters Ltd;
L'Art de Vivre	– Go Barging Ltd;
L'Impressionniste	– Go Barging Ltd;
Finesse	– SAS Enchante Finesse Croisieres;
Anjodi	– Flot Home sarl;
Enchante	– SAS Enchante Finesse Croisieres;
Athos	– Julian Farrant,
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;
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:

- 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
- any Force Majeure event as specified in Clause 22; and
- 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
- 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:

- increase cruise prices to cover increases in costs or the effects of exchange rate movements, incurred after the publication of this Price List;
- 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;
- cancel any itinerary in whole or in part;
- make such alteration to any itinerary as it reasonably deems necessary or desirable;
- 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 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.

#### **16. PETS**

No pets are permitted on-board 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 are asked 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 may be payable.

#### **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, 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** As a member of the association of Bonded Travel Organisers Trust Limited (ABTOT), an Association approved by the UK Department of Trade and Industry, the Group has provided a Bond to meet the requirements of the Package Travel, Package Holidays and Package Tours regulations 1992 (PTR). The Bond only applies to cruises on barges operated by the Group, namely European Waterways Group Limited, European Waterways Limited, Belle Epoque Charters Limited, Tranquil Travel Limited, Go Barging Limited and Flot Home sarl and is restricted to monies paid by UK customers and customers from other countries booking directly with the Group, in the event of the insolvency of the Group or any of its member companies.

**24. GENERAL PROVISIONS** These Terms and Conditions are issued as of June 2018 and supersede and cancel all prior communications and agreements, whether written or oral express or implied.

**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.**

**Flyer/website Validity:** 1st July 2018 to 31st December 2019.