

GENERAL TERMS AND CONDITIONS OF SALE CROISIEUROPE

SEASON 2016 - 2017

Booking one of the cruises presented in this brochure shall imply the acceptance of the general and particular terms and conditions of sale stipulated hereinafter. By dating and signing the travel contract drawn up by the salesperson from whom he purchases his voyage, which stipulates that the terms and conditions have been accepted by him, the client expressly recognises that he has familiarised himself with the information relative to the voyage that he has chosen from our brochures, available in travel agencies or directly from us. He shall therefore be referred to the information contained in these brochures in respect of any details concerning the voyage. This brochure offers a selection of cruises and our offer is not limited to the cruises selected. Cruises or provisions not included in the brochure shall be subject to the same terms and conditions.

GENERAL TERMS AND CONDITIONS OF SALE

In accordance with article R.211-12 of the Tourism Code, the brochures and travel contracts offered by travel agencies to their clients should include all of the following general terms taken from articles R211-3 to R211-11 of the Tourism Code.

In accordance with articles L211-7 and L211-17 of the Tourism Code, the provisions of articles R211-3 to R211-11 of the Tourism Code, whose text is reproduced below, do not apply to transactions for the reservation or sale of transport tickets that are not in the framework of a tour package.

The brochure, estimate, proposal, programme of the organiser are the preliminary information specified in article R211-5 of the Tourism Code. As a result, unless otherwise specified on the front of this document, the features, specific terms and price of the trip such as specified in the brochure, the estimate and the proposal of the organiser shall be contractual upon the signing of the registration form.

If there is no brochure, estimate, programme and proposal, this document is, prior to being signed by the buyer, the preliminary information specified in article R211-5 of the Tourism Code. It will be void if not signed within 24 hours as from issuing.

In the event of the termination of the contract, the transferor and/or transferee shall first pay the resulting costs. When such costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents shall be provided.

CroisiEurope has taken out with the Allianz company (87, rue de Richelieu - 75113 Paris), an insurance policy nr. 56004456 covering its Professional Civil Liability.

Extract of the Tourism Code

Article R211-3: Subject to the exclusions provided in the third and fourth paragraphs of article L.211-7, all offers and all sales of travel or stay services, shall result in the delivery of appropriate documents which comply with the rules defined by the present document.

In the event of the sale of air travel tickets or of tickets for travel on a regular airlines not accompanied by services connected to this transport, the seller shall provide the purchaser with one or several tickets of passage for the entire trip issued by the carrier or under his responsibility. In the case of transport on request, the name and address of the carrier on whose account the tickets are issued must appear.

The separate invoicing of the various parts of a same tour package does not exempt the seller from its duties under the regulatory provisions of this section.

Article R211-3-1: The exchanging of pre-contractual information or provision of the contractual terms are made in writing. They can be done by electronic means according to the validity and exercising terms specified in articles 1369-1 to 1369-11 of the civil code. The name or company name and address of the seller shall be mentioned, as well as an indication of his registration in the register, specified in a) of article L.141-3 or as needed, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of article R.211-2.

Article R211-4: Prior to the conclusion of the contract, the seller must communicate to the consumer, the information regarding the prices, the dates and the other elements constituting the services provided during the trip or stay such as:

1. The destination, the means, the characteristics and the categories of transport used.
2. The type of lodging, its location, its level of comfort and its main characteristics, its tourist certification and classification corresponding to the regulations or common practices of the country of destination.
3. The offered catering services.
4. The description of the itinerary in the case of tours.
5. The administrative and health-related formalities which must be carried out by citizens or inhabitants or another member country of the European Union or of a Country party to the European Economic Space, notably in the case of the crossing of borders, as well as the deadlines for accomplishing such formalities.
6. The visits, excursions and other services included in the package price, or available for a charge.
7. The minimum or maximum size of the group required for the trip or stay to take place, as well as, if the execution of the trip or the stay is subject to a minimum number of participants, the deadline for informing the consumer in case of cancellation of the trip or stay; this date may not be set at less than twenty-one days prior to the departure.
8. The amount or percentage of the price to be paid as a deposit at the conclusion of the contract, as well as the payment schedule of the balance.
9. The terms of revision of the prices such as provided for in the contract in application of article R.211-8 of the present decree.
10. The conditions of contractual cancellation.
11. The conditions of cancellation specified in articles R.211-9, R.211-10 and R.211-11.
12. The information concerning the optional taking out of an insurance policy covering the consequences of certain cases of cancellation or of an assistance contract covering certain specific risks, notably the expenses for repatriation in the case of accident or illness.
13. When the contract includes aerial transport services, the information, for each flight section, specified in articles R.211-15 to R.211-18.

Article R211-5: The preliminary information provided to the consumer binds the seller, unless in providing this information the seller has expressly reserved the right to modify certain elements. The seller must, in this case, clearly indicate in which manner this modification can occur and on what elements.

In any case, any modifications to the preliminary information must be communicated to the consumer before the contract is entered into.

Article R211-6: The contract concluded between the seller and the purchaser must be in writing and drawn up in duplicate of which one copy shall be handed over to the purchaser and signed

by both parties. When the contract is entered into by electronic means, articles 1369-1 to 1369-11 of the civil code are applied. The contract must include the following clauses:

1. The name and address of the seller, the respective guarantor and the insurance company as well as the name and address of the organiser.
2. The destination or the destinations of the trip, and in the case of a split stay, the different periods and their dates.
3. The means, the characteristics and the categories of transport used, the dates and locations of departure and return.
4. The type of lodging, its location, its level of comfort and its main characteristics and its tourist classification according to the regulations or common practices of the country of destination.
5. Offered catering services.
6. The itinerary in the case of tours.
7. The visits, sightseeing excursions, or other services included in the total price of the trip and of the stay.
8. The total price of the services invoiced as well as the indication of any possible revision of this invoicing provided for by article R211-8.
9. The indication, if appropriate, of fees or taxes related to certain services such as the landing, disembarkation or boarding taxes in ports and airports and stay taxes when such taxes are not included in the price of the service or services provided.
10. The schedule and terms of payment of the price; the last instalment made by the purchaser may not be lower than 30 % of the cost of the trip or stay and must be made at the moment when the travel documents enabling execution of the trip or stay are handed over.
11. The specific conditions requested by the purchaser and accepted by the seller.
12. The terms according to which the purchaser may file a claim against the seller for non-performance or poor performance of the contract. Such claims must be addressed as quickly as possible, by any means allowing to receive a receipt confirmation for the seller and as needed, indicated in writing, be to the organiser of the trip and the provider of the services concerned.
13. The deadline by which the purchaser must be informed in case of cancellation of the trip or the stay by the seller in the case whereby the execution of the trip or the stay subject to a minimum number of participants, pursuant to the provisions of paragraph 7 of article R211-4.
14. The conditions of contractual cancellation.
15. The conditions of cancellation specified in articles R211-9, R211-10 and R211-11.
16. The details concerning the risks covered and the amount of the warranties taken out through the insurance policy covering the consequences of the civil and professional liability of the seller.
17. The indications concerning the insurance policy covering the consequences of certain cases of cancellation, taken out by the purchaser (policy number and name of the insurance company) as well as the indications concerning the assistance contract covering certain specific risks, notably the expenses for repatriation in case of accident or illness; in this case the seller must hand over a document specifying at least the risks covered and the risks excluded.
18. The deadline by which the seller must be notified by the purchaser if the purchaser transfers the contract.
19. The undertaking to provide to the purchaser, the following information at least 10 days prior to the date of the departure:
 - a) The name, address and telephone number of the local representative of the seller or, failing that, the names, addresses and telephone numbers of the local organization which may assist the consumer in case of difficulty, or failing that, the telephone number enabling the consumer to contact the seller in case of emergency.
 - b) For trips and stays of minors in foreign countries, a telephone number and an address at which the child or the person responsible for the child's stay in the foreign country may be directly contacted.
20. The termination and penalty-free refund clause for the amounts paid by the buyer in the event of any failure to comply with the information duty specified in 13° of article R.211-4.
21. The undertaking to provide the buyer, in due time before the start of the trip or stay, with the departure and arrival times.

Article R211-7: The purchaser may transfer his contract to a transferee who meets the same conditions as the purchaser in

order to carry out the trip or stay, as long as such contract has not yet come into force. Unless a stipulation more favorable to the transferor is made, the transferor must inform the seller of this decision by any means allowing to secure a receipt confirmation at least seven days before the trip. In the case of a cruise, this deadline is brought to 15 days. This transfer shall not be subject, in any case, to a prior authorization of the seller.

Article R211-8: When the contract contains an express option of revision of the price, within the limits provided for in Article L.211-12, it shall indicate the specific terms of calculation, both for an increase and for a decrease, of the variations of the prices, and notably the amount of the transport and related taxes, the currency or currencies which may have an influence on the price of the trip or stay, the share of the price to which the variation is applied, the exchange rate of the currency or currencies used as a reference when the price indicated in the contract is set.

Article L211-12: The prices that were stated in the contract are not reviewable unless it was expressly allowed to revise them either up or down, and determines the precise methods of calculation, only in order to take account of variations.

- a) Costs of transports, especially related to fuel costs.
- b) Fees and taxes related to offered services such as landing taxes, embarkation or disembarkation at ports and airports.
- c) During the thirty day before the scheduled departure date, the price stated in the contract can't be increased.

Article R211-9: When, before the departure of the purchaser, the seller is forced to modify one of the essential elements of the contract, such as a significant rise in price and when he breaches the duty of information mentioned in 13° of article R.211-4, the purchaser may, without filing any claims for any damage suffered, and after having been informed about it by the seller by any means allowing to secure a receipt confirmation:

- either terminate the contract and obtain without penalty the immediate reimbursement of the amounts paid,
- or accept the modification of the trip of substitution proposed by the seller; an endorsement to the contract specifying the modifications made shall then be signed by the parties; any decrease in price shall be deducted from any amounts due by the purchaser, and if the payment already made by the purchaser exceeds the price of the modified service, the excess amount shall be reimbursed to the purchaser before the departure date.

Article R211-10: In the case provided for in Article L.211-14, when, before the departure of the purchaser, the seller cancels the trip or the stay, the seller shall inform the purchaser by any means allowing to secure a receipt confirmation; the purchaser, without filing any claims for any damages suffered, shall obtain from the seller the immediate reimbursement without penalties of the sums paid, the purchaser shall receive, in this case, an indemnity at least equal to the penalty which he would have borne if the cancellation had occurred by his own doing at the same date.

The provisions of the present Article shall not under any circumstances constitute an impediment to any amicable contract through which the purchaser accepts a trip or stay of substitution proposed by the seller.

Article R211-11: When after the departure of the purchaser, the seller cannot supply a preponderant share of the services provided for in the contract, representing a non-negligible percentage of the price paid by the purchaser, he should immediately take the following steps without filing any claims for any damages suffered:

- either propose services in replacement of the services planned, bearing any price increase, and if the services accepted by the purchaser are of lower quality, the seller shall reimburse him, immediately on the purchaser's return, the price difference.
- or if the seller cannot propose any service in replacement or if these are refused by the purchaser for valid reasons, supply the purchaser, without any price increase, tickets for transport in order to enable the purchaser to return in conditions which may be found equivalent to the place of departure of another place accepted by the two parties.

The provisions of this article are applicable to any failure to comply with the duty specified in 13° of article R.211-4.

Terms of sale are established in accordance with Regulation of the European Parliament and Council concerning the rights of passengers traveling by sea or inland waterway.

SPECIFIC TERMS AND CONDITIONS OF SALE

VALIDITY: Brochure valid from November 2016 to December 2017.

PRICES: Our prices are indicated in euro (€), pounds (£), U.S dollars (\$) they are given per person and based on a double cabin. They are established on the basis of the prevailing economic conditions applicable from January 2016 and are calculated at an all-in rate including a series of service provisions described in the programmes and reserved by the customer but exclude all service provisions that the customer shall reserve and pay for on board and other costs and any expenditure occasioned by a fortuitous event (strike, riot, revolution, weather conditions, water levels, etc.).

They depend on various factors involved in their calculation such as the cost of transportation, cost of loading and unloading, port costs, fuel costs, royalties and other taxes, and remain subjected to revision. Therefore, and pursuant to the statutory part of Book II of the Tourism Code, we reserve the right to review our prices in the event of variations in exchange rates, the cost of fuel (Brent barrel reference available on the E.I.A.s web site, economic conditions or any other service provision mentioned in the programs.

The prices, all taxes included, shall be confirmed by the travel agent selling the cruise at the time of booking. In the event of modifications, the adjustment up or down shall not necessarily be operated upon the date of payment for service provisions, but upon the date of use which alone shall prevail. In any case, no price change can be made in the 30 days preceding the departure.

The cost of visas and tariffs for optional excursions are subject to modification at any time without prior notice by the competent authorities, and in this case, will be passed on in full to customers. About the circuits of the brand CroisiVoyages that mention it, prices are set according to the number of participants and are therefore likely to be revised or passed on in full to customers. All services charged on board the boats should be paid on board, before the clients get off.

Unless stated otherwise in the programme, 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.

TRAVEL - DURATION - ACCOMMODATION: Durations shown do not match with the number of days spent at the destination, but with the entire trip, including transport, either a certain number of nights and do not necessarily correspond to a predetermined number of full days. If, owing to the schedules imposed by the various means of transport, the first and last days happen to be curtailed by a late arrival or a morning departure, no refunds shall be forthcoming. The duration of the voyage is calculated as of the day of convocation to the day of return.

Meals on the first and last days are not included unless otherwise indicated in the programme, and will be at the passengers' own expense. All services on the last day end with breakfast. Some meals may be provided by the airline. The classification and category of the hotels and ships (**off fleet from CroisiEurope and CroisiMer**) are provided by the local authorities in the country and according to their criteria, which may or may not correspond to the French norms. Any claim or complaint arising as a result of the categorization of hotel or ship will not give rise to any refund or payment of compensation.

PAYMENT FOR THE VOYAGE - BOOKINGS AND SETTLEMENT OF ACCOUNTS: Bookings may be made at any time in any travel agency, subject to places available. Programmes and prices shall be those listed on our sales contracts, which must be taken by the travel agent seller on the copy given to the traveler and signed up for acceptance. The prior information is available in our brochure, completed with any amendments, corrections communicated to the time of application for registration with CroisiEurope. The client acknowledges having read all these elements. Your booking shall be considered firm as soon as have agreed and applied the conditions of the contract.

For CroisiEurope and CroisiMer, the voyage cannot be guaranteed if full settlement of the balance owing has not reached us 30 days prior to the date of departure. Failure to pay the balance upon the dates thus defined constitutes default, which is subject to a clause of immediate resolution of the contract. For bookings made less than 30 days prior to the date of departure, the total sum shall be paid on booking.

For CroisiVoyages, the voyage cannot be guaranteed if full settlement of the balance owing has not reached us 45 days prior to the date of departure. Failure to pay the balance upon the dates thus defined constitutes default, which is subject to a clause of immediate resolution of the contract. For bookings made less than 45 days prior to the date of departure, the total sum shall be paid on booking.

For failure to meet deadlines above, the company CroisiEurope reserves the right to take back seats if the customer has not paid the amounts expected by the company within eight days after the formal notice of payment sent by CroisiEurope.

By virtue of Articles L-441-3 and L-441-6 of the Commercial Code, all late payments shall bring about the application of late payment penalties equal to 15 times the legal rate of interest. Furthermore, no discounts shall be granted for early payment.

Travel documents and transport tickets shall be issued to the passenger after payment of the price in full.

ADMINISTRATIVE COSTS IN THE EVENT OF MODIFICATION BY THE CUSTOMER PRIOR TO DEPARTURE: For cruises: All modifications to the booking fifteen days prior to departure shall entail a charge of € 50 € excluding VAT per person (excluding postage costs, which shall be charged as extra). Such charge is not refundable and is payable immediately **by credit card or bank transfer only (no payments by check will be accepted)**. However, no modifications shall be accepted less than four days prior to departure. Such charges shall also be demanded in the event of transfer of the contract to a third party. Be careful, any change in the cruise date is considered as a cancellation and will be subject to cancellation charges.

For transfers: Should a modification require the change of one or more names of customers, on the date, or on the trip itinerary, we decline all liability as to acceptance or refusal by our various suppliers, particularly the airline companies. Modification charges in the order € 50 excluding VAT added to the total ticket price excluding VAT per person may be demanded by said companies. In the event of refusal, the cancellation charge scales apply.

MODIFICATIONS TO AIRLINE SERVICES BY CUSTOMERS AFTER DEPARTURE: The tariffs of the airlines used to reach the ports of embarkation are subject to specific terms and conditions of reservation and issue. Once the voyage has started, no modifications are permitted by the airline companies or by the ship owner and no refunds shall be forthcoming. The ship owner shall not meet the accommodation expenses of passengers put ashore in the course of the cruise or at the end of the cruise.

POSTAGE COSTS: Any costs such as guaranteed overnight delivery, express delivery, etc. rendered necessary by a late booking, strikes by the postal services or other circumstances beyond our control shall be billed to the travel agency or to the customer.

CANCELLATION COSTS: Should the customer cancel, the refund of amounts paid will be made after deduction of the amounts (cancellation costs) stipulated in the contract.

If canceled made by the customer, the refund of amounts paid will be made deducting the cancellations fees per person specified in the contract, according to the cancellation date from the departure date, and costs that are non-refundable insurance fees, booking fees, visa fees and any other cancellation fees charged by our suppliers.

If one of the passengers in a double room or cabin cancels his booking, the remaining passenger shall pay the single cabin supplement. All cancellations must be sent to us by written (email or mail).

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

• **Land, river and maritime services:** pursuant to the general terms and conditions of CroisiEurope.

• **Air transport:** terms and conditions of the designated airline company, available on the web sites of the respective airlines or from our booking departments on request.

REFUNDS / DISCOUNTS: No refund shall be forthcoming if the customer fails to turn up at the times and places mentioned in the travel instructions sent to him. Likewise, if he cannot provide the police or health documents required for his voyage (passports, visas, identity card, vaccination certificate, etc.). CroisiEurope cannot be held responsible for a delay to air, rail or land feeder services bringing about the passenger's failure to appear at departure, regardless of the reason, even if such delay is the result of a case of force majeure, a fortuitous circumstance or the fault of a third party.

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. It is impossible for CroisiEurope to take into account, afterwards, reductions or special prices announced after the trip is confirmed. Reductions apply to the base price before airport taxes, extra costs, handling costs, visa and insurance costs.

The various reductions cannot be used concurrently and cannot be granted subsequent to booking. Reductions are not applicable to promotions.

REDUCTIONS FOR CHILDREN: Under 2 years of age, meal and accommodation costs are payable in situ; over 2 and under 10 years of age: 20% reduction on the price of the cruise excluding taxes, supplements and administrative costs. This discount does not apply to the brand CroisiVoyages (Mekong, Volga etc.).

TRIPLE CABIN REDUCTION: 30% reduction on the all-in cruise price shall be granted to the 3rd occupant of the same family in a triple cabin excluding taxes, supplements and administrative costs. This discount does not apply to the brand CroisiVoyages (Mekong, Volga etc.).

DISCOUNT WEDDING ANNIVERSARY: On CroisiEurope river cruises from 3 to 13 days, the wife receives a discount on the cruise for each 10 years of marriage. Ex: 10, 20, 30 ... years of marriage = 10, 20, 30% ... off.

The latter is only valid for the year of the anniversary and applicable upon presentation of the marriage certificate or family register. This discount is only valid on the cruise fare, excluding surcharges and delivery costs, cannot be combined with any other offer. These reductions do not apply neither to products of the brand CroisiMer or CroisiVoyages.

INDIVIDUAL CABIN: Individual cabins are allowed in an amount of 10% of the total number. The number of individual cabins shall not exceed 12, on the total number on the boat.

FORMALITIES: Participants must meet the police and customs formalities in force at the time the voyage takes place and according to their nationality, and must have in their possession all tourist and transit visas and any health certificates required, and this for all countries through which the cruise itinerary passes. Thus, non-French citizens, foreign-born should inquire about the formalities, from their home consulate. We recommend that passengers check for any modifications with their travel agency or consulates, embassies and competent health services or by visiting websites such as <http://www.diplomatie.gouv.fr> etc. A passenger who is not permitted to board a flight or finds himself denied entry into a country, owing to his failure to present documents required by the authorities and mentioned in the contract of sale or the invoice which he has signed, may not claim a refund of any kind. In the event of non-compliance, all costs incurred shall be at the total charge of the customer. The passenger is required to provide the company with any information necessary to enable the latter to satisfy its own obligations on security. In situations where we arrange the entry documents for clients (visa), we will do so on the basis of the information supplied to us by the client. We cannot be held liable under any circumstances if any information provided proves to be erroneous. The requested documents must be sent to us by **RECORDED DELIVERY (SIGNED FOR ON RECEIPT)** within the required time frame and after having verified that they will be valid for the countries to be visited. These documents will not be returned until the day of departure. We will not be held responsible for any delay or non-delivery by the relevant authorities.

The passenger must provide to the company every information necessary to enable it to fulfill its own obligations in the matter of security.

NB: Between publication of this brochure and the date of departure, certain modifications may occur. Indeed, the regulations of the different countries change frequently without notice, they are given in the brochure only as a guide, it returns to the client to inform of the necessary steps at the time of his journey. CroisiEurope cannot be declared responsible for the failure to observe the formalities on which it advises upon reservation of dossiers at the latest and for fines resulting from the failure to observe the customs or health regulations of the countries visited.

CHILDREN / MINORS: Reservations from minors shall not be accepted by the travel agency but must be made by the parents or other adults of more than 18 years of age with the necessary authorizations. Minors of under 18 years of age are not permitted to travel on board unaccompanied. They must be accompanied by parents or adults of more than 18 years of age. No alcoholic beverages shall be served to minors on board. Proof of the customer's age may be requested by the ship's personnel.

MEDICAL CONTRAINDICATIONS: All passengers shall ensure that they are medically, physically and / or in a psychic way fit to undertake a trip without endangering their life or the life of others. No medical services are offered aboard our ships.

Any passenger with a physical or mental incapacity, limited capacity of mobility, having an illness requiring treatment or medical care, or pregnant women should inform the travel agent at the time of booking. No reservations can be accepted for passengers whose physical or mental condition is likely to render their participation in the cruise or in the vacation impossible or dangerous for themselves or others, or who require forms of care or assistance impossible to guarantee aboard ship, notably because of unsuitable infrastructure. Some suppliers (hotels, 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 unfitness to travel.

We recommend the wearing of footwear suitable for life aboard and for excursions with non-slip soles.

Some vaccinations, although not mandatory, may be recommended by health authorities.

DENIED BOARDING AND PREMATURE DISEMBARKATION: Boarding may be denied to all passengers and a passenger's cruise may be curtailed (at the risk and cost of the passenger put ashore) when, in the opinion of the ship's captain or the senior officer on board, such passenger is not fit to travel, for administrative or other legitimate reasons, or disrupts or endangers other passengers. Such a passenger may be put ashore in any port of call whatsoever without the ship owner's liability being invoked. The river cruise operator may not be required to reimburse the days of the cruise not made by the passenger put ashore or to cover any costs occasioned by being thus put ashore.

COMPLIANCE WITH THE TIMING OF STOPOVERS: On stopovers, the latest time for returning to the ship and departure of the ship are mentioned aboard and stipulated by the senior officer on board. It behoves passengers to abide by such times. The company declines all liability in the event of failure to board at the appointed time. No refund or compensation shall be payable to the passenger.

EXCURSIONS: The excursions presented in the brochure are optional (unless otherwise stated).

The itineraries of the excursions defined in the programmes are given as a rough guide and may be subject to variations owing to external circumstances (eg. meteorological conditions, strikes, transports delays, closure of sites by the local authorities, etc.) or owing to local service providers. In actual fact, some of the places visited are subject to high levels of security (the Kremlin for example). The authorities in any country may therefore close any place in an untimely manner and prohibit all visits. We cannot be held responsible for the unexpected closure of any intended site and we will always do our best to arrange an alternative visit in such instances. In the event of cancellation of an excursion, CroisiEurope undertakes to do its utmost to offer replacement tours. In the event of definitive cancellation, the excursion shall be refunded. No complementary compensation may be claimed in such circumstances.

Unless 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.

Excursions scheduled for the evening of or the morning after boarding are only guaranteed for customers who have paid the all-in excursion price (unless the minimum of 25 passengers is not reached. In this case, the special terms and conditions mentioned above shall be applied).

For the cruise on the Volga and the Mekong, the excursions that are booked on the spot, mentioned or otherwise in our programmes are organised by local companies independent of CroisiEurope.

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Even if they are proposed by our local representatives as an extra service to passengers, they are bought freely on the spot and do not form a component part of the holiday booked through CroisiEurope from France. All descriptions and tariffs shown are for guidance purposes only.

Any dispute, accident or incident in their conduct must be solved on the spot with the body concerned and do not in any way engage the responsibility of CroisiEurope or the travel agency from which the trip was booked.

PERSONAL ITEMS / LUGGAGE: Animals, hazardous objects and products, such as illegal substances, firearms, blunt objects and knives, explosives, oxygen, compressed air or inflammable products, etc. are strictly prohibited on board. The ship owner reserves the right to deny boarding to passengers in possession of such items. Passengers shall be answerable for all damage suffered by the ship owner owing to the failure to abide by the aforementioned obligations.

Loss of objects or material damage thereto shall be declared on board in writing to the Purser's Office during the cruises and the head attendant or as part of a circuit or a stay. Such declaration shall be forwarded to us by the passenger within three days of disembarkation.

Except in cases of fault on its part, the company may not be held responsible for the loss, theft, pilferage of and/or damage to the passenger's property. Our crew is at your disposal for the handling of your luggage and its liability may not be invoked. The limit on liability is € 450 per passenger, it only applies to trips aboard boats of the fleet CroisiEurope. For travels and cruises of CroisiEurope, 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 underlines to the travelers the fact that it cannot in any way be held responsible for items left and does not support their research or their repatriation. Therefore the forgetting of luggage owing to the customer's oversight shall result in the charging of any additional costs incurred in recovering it. We advise our passengers to take out luggage insurance.

In the event of loss, late delivery or damage to luggage in the context of air transfers, it is the passenger's responsibility to fill in the luggage complaint form at the airport with the airline company. The original shall be required by the latter for processing all claims.

VALUABLE ITEMS: The ship owner shall not be answerable for the loss of or damage to valuable items, money, financial documents, jewellery, and personal property. We request you not to leave valuable items unattended. Furthermore, we advise you not to leave in the luggage you entrust to carriers any valuable items, keys or identity papers, or medicinal products essential to your health. We cannot be held responsible in the event of damage to and loss or theft of personal effects.

COMPLAINTS: Any assessment of a subjective nature will be considered with interest but may not be recoverable. If there were problems during the trip, it is strongly recommended to inform immediately your attendant or purser to find a solution in due case. In case of non-delivery or non-use of a local performance in accordance with client's decision, no refund can be made. All complaints must be forwarded to us within 10 days of disembarkation by any means allowing for receipt confirmation to the seller, in accordance with the Tourism Code, and shall be taken into consideration to the extent that such complaint has been observed. The customer shall attach to his letter the assessment form submitted to him with his travel documentation, and shall also attach all proofs in support of his complaint. CroisiEurope informs you that the response time varies from 1 to 3 months following the period of survey among services, hotels or service providers necessary for any claim.

After contacting quality customer service and in the absence of a satisfactory response within maximum 90 days, the customer can complain to the ombudsman of Tourism and Travel, whose details and conditions of entry are available on this website: www.mtv.travel.

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 CroisiEurope, we reserve the right to the ships captains, cruise directors, leaders and representatives of premises CroisiEurope 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 canceled, 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 (CLN) 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.

REPATRIATION ASSISTANCE GUARANTEE: Insurance including medical repatriation and people assistance is included in all our cruises. It is contract nr.302953 taken out with Mondial Assistance. For further information please enquire.

OPTIONAL INSURANCE: For your comfort and safety, we strongly advise that you take out the cancellation, luggage damage, civil liability and stay interruption insurance offered by CroisiEurope and taken out with Mondial rate to specify at booking (rate applicable on the total amount of your file).

GENERAL INFORMATION: All the information published in our brochures concerning timetables, itineraries and hotel and ship facilities were correct at the time the brochure was published and may be subject to modifications. In such cases, customers will be advised of any such amendments at the booking stage. Maps, photographs and illustrations are provided purely for guidance purposes and are not contractual.

PROTECTION OF PERSONAL DATA: Pursuant to the French Data Protection Act of 6 January 1978 and the provisions on the protection of personal data, the information given to CroisiEurope by its contractor 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.



General agent:
CROISIEUROPE 12, rue de la Division Leclerc
67000 Strasbourg - France

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