



**SPECIAL TERMS AND CONDITIONS OF RIVER CRUISE OPERATORS AND SHIP OWNERS
CROISIEUROPE INDIVIDUAL BROCHURE 2010
Brochure valid from 01.01.10 to 31.12.10**

MEDICAL CONTRAINDICATIONS: Upon signature of the contract, the passenger shall inform the travel agency of all illnesses and any mental or physical disabilities which may require particular forms of care or assistance. No reservations can be accepted for passengers whose physical or mental condition is likely to render their participation in the cruise impossible or dangerous for themselves or others, or who require forms of care or assistance impossible to guarantee aboard ship. All passengers shall ensure that they are medically and physically fit to undertake a cruise without endangering their life or the life of others. No medical services are offered aboard our ships. 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. Participation in the voyage and in excursions is subject to the condition of the passenger having sufficient mobility. We therefore recommend the wearing of footwear suitable for life aboard with non-slip soles. -----//

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 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. -----//

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. 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. Luggage is the responsibility of the passenger. 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. -----//

CHANGES TO ITINERARIES AND TIMETABLES: In the event of strike, riot, inclement weather conditions or for any other reason, the ship owner 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. The ship owner 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. 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. Some destinations are subject to particular meteorological and climatic conditions. Some ports of call may be reversed, curtailed or cancelled. 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. -----//

RESPONSIBILITY OF THE SHIP OWNER: In its capacity as organiser of river cruises, 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 15 June 1895, and to these terms and conditions with which the cruise passenger hereby states that he is fully cognisant. The responsibility of the ship owner 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. The ship owner 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 the ship owner's responsibility for bodily damage is SDR 46,600 per passenger (SDR: Special Drawing Rights: international currency). -----//

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 the ship, its fixtures and fittings or to any of the ship's property, 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. -----//

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 authorisations. 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. -----//

PRICES: Our prices are established on the basis of the prevailing economic conditions one month prior to publication of this brochure. We reserve the right to review the prices stated in this brochure in the event of variations in exchange rates, economic conditions or any other service provision (increase in fuel costs or services mentioned in the programmes), pursuant to the statutory part of Book II of the Tourism Code. The prices 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. They are indicated in euro. They include the service provisions underlined but exclude other costs and any expenditure occasioned by a fortuitous event (strike, riot, revolution, weather conditions, water levels, etc.). Our prices 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. They are based on 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. -----//

PAYMENT FOR THE VOYAGE – BOOKINGS AND SETTLEMENT OF ACCOUNTS: Bookings may be made at any time in any travel agency, subject to places available. Your booking shall be considered firm as soon as you have paid a deposit of 30% of the price of the voyage when making the reservation. 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. 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 1.5 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 € 30 excluding VAT per person (excluding postage costs, which shall be charged as extra). Such charge is not refundable and is payable immediately. 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. For transfers: Should a modification require the change of one or more names of customers, 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. -
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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 dint of 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 reimbursement of sums paid shall occur, after deduction of the sums (cancellation costs) stipulated hereinafter depending on the date of cancellation relative to the date of departure: more than 60 days prior to the date of departure: € 30 excluding VAT in administrative costs per person * 60 to 51 days: 40 % of the total cost of the all-in price * 50 to 30 days: 50% of the total cost of the all-in price * 29 to 20 days: 60 % of the total cost of the all-in price * 19 to 3 days: 75% of the total cost of the all-in price * 48 hours prior to departure: 100% of the total cost of the all-in price. All cancellations must be sent to us by recorded delivery with acknowledgement of receipt. Insurance costs and all other cancellation costs demanded by our suppliers shall in no event be refunded. By way of derogation to the foregoing terms and conditions of cancellation, the terms and conditions of cancellation of "Christmas – New Year" and "Venice Carnival" cruises are as follows: more than 60 days prior to the date of departure: € 30 excluding VAT in administrative costs per person * 60 to 51 days: 40 % of the total cost of the all-in price * 50 to 30 days: 50% of the total cost of the all-in price * 29 to 20 days: 75% of the total cost of the all-in price * 19 days prior to departure: 100% of the total cost of the all-in price. All cancellations must be sent to us by recorded delivery with acknowledgement of receipt. Insurance costs and all other cancellation costs demanded by our suppliers shall in no event be refunded. 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. Curtailment 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. If one of the passengers in a double cabin cancels his booking, the remaining passenger shall pay the single cabin supplement. -----//

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. -----//

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 (e.g. meteorological conditions, strikes, transports delays, closure of sites by the local authorities, etc.) or owing to local service providers. 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. 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). -----//

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

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

WEDDING ANNIVERSARY REDUCTION: On 3- to 13-day cruises, the wife enjoys a reduction on her cruise for each 10 years of marriage. E.g.: 10, 20, 30... years of marriage = 10, 20, 30%... reduction. Valid only for wedding anniversaries in 2009 and applicable upon presentation of the marriage certificate or the family booklet. Such reduction is only valid on the price of the cruise, excluding supplements and travel costs before and after the cruise, and may not be used concurrently with another offer. -----//

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. We recommend that passengers check for any modifications with their travel agency or consulates, embassies and competent health services. 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. NB: between publication of this brochure and the date of departure, certain modifications may occur. CroisiEurope cannot be declared responsible for the failure to observe the formalities on which it advises upon reservation of dossiers at the latest. CroisiEurope may in no event be held responsible for fines resulting from the failure to observe the customs or health regulations of the countries visited. -----//

COMPLAINTS: All complaints must be forwarded to us by recorded delivery with acknowledgement of receipt within 3 days of disembarkation 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. 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...). -----//

PASSENGER INSURANCE: WARRANTY Medical Evacuation/Repatriation: An insurance including medical evacuation and assistance to individuals is included in all our cruises. This contract is underwritten by Mondial Assistance. For more information please contact us. -----//

OPTIONAL INSURANCE: For your comfort and safety we strongly advise you to take out cancellation insurance, baggage damage, liability and termination of the stay by CroisiEurope underwritten by Mondial Assistance, at 3.50% of total taxes your file. The general and special conditions of this contract will be delivered at registration to travel -----//

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 customer may consult the cover underwritten on request. -----//

Professional civil liability insurance: insurance policy no. 39563231 -----//

Financial cover provided by A.P.S. – 15, Avenue Carnot – 75017 Paris -----//

MODIFICATIONS TO PROGRAMMES AND CANCELLATION OF CRUISES BY CROISIEUROPE: The programmes may be modified for major reasons. 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. 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. 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. Should such modifications to or cancellations of the voyage occur, Articles R 211-11 to R 211-13 of the Tourism Code shall apply. Possible unforeseen circumstances (civil or religious festivals, political demonstrations, strikes, etc.) 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. -----//

AIR AND RAIL 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. 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 fulfil 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, the customer must go immediately to the luggage complaints department at the airport of arrival in order to open a complaint file and fill in a loss or damage statement. 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. -----//

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 co-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, 67080 Strasbourg Cedex France, specifying his surname, first name and address.-----//
