

Barging Thru France TERMS & CONDITIONS For French Barge Caprice

CRUISE ROUTES *All itineraries may operate in the opposite direction on alternate weeks.* Itineraries and moorings are subject to modification in the case of unforeseen circumstances such as canal closure and navigation problems. Excursions are subject to availability and may be done in a different order than mentioned in the itinerary or substituted for others of equal value. At Barging Thru France we are constantly developing our programs. We may modify our overnight stops and excursion in order to assure a consistently high standard of moorings and visits.

CRUISE PRICE The enclosed price list explains inclusions in the cruise price. Our prices do not cover any other services or benefits, including:

- Gratuities for crew (we suggest 120 euros per passenger).
- Travel Insurance. **We strongly recommend trip cancellation insurance, as we strictly apply our terms and conditions.**
- Bar drinks.
- Transfers from Paris.
- Hot-air balloon excursions---Hot-Air Balloon Excursions are independent of the Caprice cruise and your travel agent. It is a private contract between yourself and the balloon operator. Balloon operators may insist on a minimum number of passengers taking the Balloon Flight.

We accept individual reservations under the following conditions:

INDIVIDUALS:

To reserve and confirm space, the following payments are required:

30% non refundable of the cruise price to confirm the booking.

70% of the cruise price is due at 90 days prior to departure. **Trip cancellation insurance is strongly advised.**

Cancellations must be made in writing to Barging Thru France through your booking agent who will immediately forward them to Barging Thru France.

CHARTERS FOR Caprice

- To reserve a boat for a charter, a non-refundable deposit of 20% of the cruise price is due within 2 weeks of the booking date. This deposit may be applied to individual bookings if the charter falls through more than 6 months out.
- An additional non-refundable deposit of 20% of the charter price must be received 6 months prior to departure. The charter is committed to the charter client from this date on. We may be willing convert to a group booking between 6 and 3 months should the boat fail to completely fill.
- Balance 60% at 3 months prior to departure.
- In case of cancellation up to 6 months prior to departure, deposits may be applied to individual bookings on the same barge, same date, but in no event shall American Dream Vacations reimburse any charter deposits that are not so applied to individual bookings.
- Cancellations between 6 and 3 months are subject to forfeiture of deposits received to be determined at the time of the cancellation.
- Cancellations received within 3 months of departure are subject to the forfeiture of the entire charter cost.
- At 6 to 3 months you can also convert to a group booking at normal individual rates. Your group will not have exclusive use of the boat.
- Payments and cancellations are the same as for the above charters.
- The number of passengers must be defined at 6 months prior to departure and cannot be reduced.

All Charters assume the clients will arrive at the scheduled meeting point at the scheduled time independently. Any change must be cleared with Barging Thru France beforehand. Surcharges may be imposed if a change causes us additional costs. Changes must be agreed to before the booking is confirmed.

WATERWAY ROUTES ALL CRUISE ROUTES, ITINERARIES AND SCHEDULED STOPS ARE SUBJECT TO CHANGE

WITHOUT NOTICE, AND Barging Thru France SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO ADHERE THERETO. Although we will endeavor to advise you as far in advance as possible, some waterways may be subject to occasional closures due to draught, lack of water or passageway, floods or rising water levels, storms or other adverse weather conditions, canal and lock repairs, war, hostilities, terrorist actions or threats, mechanical failures, or more generally, other force majeure or other circumstances beyond our control. In the event of any such occurrences, the following conditions will apply:

If navigation has to be suspended, passengers will continue to be housed on board and to the extent possible, regular excursions will be made, with cruising to be continued as soon as possible.

It is possible to purchase trip cancellation, trip interruption insurance. We highly recommend this purchase. It is not expensive. We reserve the right to reverse the cruise route, cruise along other waterways or transfer passengers to another vessel of similar standards should the need arise. The on board Manager shall have the sole discretion to decide on the appropriate course of action to be taken, and such decision shall be final. **Again Cancellation or trip interruption insurance will cover the passenger should such an occurrence happen and the client does not want the change.**

Barging Thru France reserves the right, at all times and without recourse or liability whatsoever, to make all such changes as it deems necessary or advisable in light of the conditions present at the time of sailing, including to amend itineraries, substitute vessels, change region of cruising and/or cancel a cruise or part thereof. should no other alternative be available, Barging Thru France's sole responsibility shall be to refund all monies paid by its clients, who shall have no further claims for compensation or other damages or any other recourse against Barging Thru France or its agents.

Should any legal dispute arise it will be settled in a French Court according to French Law.

PHOTOGRAPHY & FILMING ON TOUR--- Barging Thru France reserves the right to take photographs and videos during our cruises and to use these for promotional purposes. By booking a Barging Thru France vacation, tour members agree to allow their image to appear in such materials. Tour members who prefer that their image not be used are asked to advise the Manager at the beginning of the cruise.

Passengers who send photos to Barging Thru France of their cruise experience, imply with the sending of those photos, their permission for the photos to be used by Barging Thru France as they see fit.

SMOKING POLICY For security reasons and for the comfort of everyone, smoking is not allowed on the interior part of any of our vessels. There will be a designated smoking area on the exterior deck.

CHILDREN ON BOARD Children under the age of 12 are welcome on charters only. All passengers under the age of 18 must be accompanied by a responsible adult designated as such to the American Dream Vacations personnel on board.

FURTHER CONDITIONS Barging Thru France reserves the right to subject our tariffs to a surcharge without notice should circumstances deem this necessary to accommodate significant increases in fuel costs or fluctuations in exchange rates.

The staff of Barging Thru France reserves the right at all times to disembark any passenger who does not abide by on board rules or whose behavior affects the comfort, enjoyment, safety or well-being of other guests or the crew, without any liability on the part of Barging Thru France or any of its agents. If a disembarkation is necessary on the judgment of the crew there will be no refund or any other related expenses or losses to the passenger or any accompanying passenger with respect to any disembarkation.

Passengers are not allowed to bring on board any vessel any firearms, ammunition, weapons of any kind or any goods of a dangerous nature, nor animals of any kind. Barging Thru France and its agents shall not be responsible for any loss or damage of perishable items, medicine, liquor or alcoholic beverages, cash, securities or other financial instruments.

Passengers shall be liable to and shall reimburse Barging Thru France for all damages to the vessel and its furnishings and any equipment or property of Barging Thru France, caused directly or indirectly, in whole or in part, by any act or omission of the passenger, whether willful or negligent.

Should any provision of these Terms & Conditions be deemed unlawful, unenforceable or invalid for any reason under applicable law, said provision is deemed to be severed from these Terms & Conditions and shall be of no effect, but all remaining provisions herein shall remain in full force and effect.

Edward DeChant, President & CEO, Barging Thru France (a division of American Dream Vacations INC.)