

MEANDERER – TERMS AND CONDITIONS

Standard Terms and Conditions of Business Applicable to Charter and Cabin Bookings for the Hotel Barge Meanderer.

The following conditions comprise the standard terms of business of The Meanderer, Llc and all work undertaken shall be on these terms to the exclusion of any others unless specifically varied in writing and signed for and on behalf of the Client and the Company. In engaging the Company, these conditions are deemed to have been accepted by the Client on their own behalf and on behalf of every Guest in their party.

1. DEFINITIONS

- * "the Client" -- the individual, business or corporate body for whom the Charter/Cabin Booking is provided
- * "the Company" The Meanderer, Llc including where applicable its partners, employees, suppliers or subcontractors acting on behalf of the company
 - * "the Charter/Cabin Booking" or "Cruise" -- the cruise offered by the company as set out in the Brochure
 - * "the Guest" -- any passenger carried by the Company under the terms of the Charter/Cabin Booking
 - * "the Brochure" -- the published schedule and information
 - * "the Price" -- the amount paid by the Client for the Charter/Cabin Booking

2. THE PRICE

- 2.1 The Price for the Charter/Cabin Booking includes:
 - * 6 nights accommodation
 - * Private transfers between the nominated Paris pick up/drop off point and the cruise start/finish points
 - * Breakfast, lunch and four course dinner each day whilst on board
 - * Unlimited "Appellation Controlée" wine with meals, bar drinks and liqueurs
 - * All excursion costs and entry fees to attractions as advertised in the Brochure
 - * Private mini-coach with driver/guide for excursions
 - * Use of bicycles
 - * Unlimited Wi-Fi

2.2 The Price excludes:

- * Flights
- * Special excursions and activities not included in the Brochure
- * Special Champagnes, Wines or other liquors not carried on board
- * Optional crew gratuities
- * Personal holiday insurance
- * Use of the on-board telephone for which there is a small charge

3. BOOKINGS and RULES

- 3.1 Options: The Company will "hold" a Charter/Cabin Booking date on option for up to 14 days pending payment of the deposit. If the deposit remains unpaid beyond 14 days the option may be released without notice. Options may be renewed at the discretion of the Company.
- 3.2 Deposits: A deposit of 25% of the Price must be paid to confirm a Charter/Cabin Booking.

- 3.3 Balances: The balance of the Price is due to be paid in full at least 90 days prior to the cruise date, unless the booking is made less than 90 days prior to the cruise date, in which case the deposit and balance in full, fall due upon confirmation of the Charter/Cabin Booking.
- 3.4 Cancellations: The Client may cancel a Charter/Cabin Booking subject to the following conditions:
 - * Charter/Cabin Booking deposits are not refundable under any circumstances.
 - * The balance of the Price will only be refunded in the event that the Charter/Cabin is resold.
- 3.5 Bookings Transfer: Once the inquiry has been received from the client by the Company it cannot be transferred (taken over) by any other entity, such as a travel agency, tour operator, barge broker etc.

The Company reserves the right to cancel any Charter/Cabin Booking for which the balance of the Price has not been paid 90 days prior to the cruise date.

Under such conditions, no refund will be payable.

Notice of cancellation must be given in writing by either party.

No refunds will be payable by the Company where the Client or Guests miss a portion of the cruise for whatever reason.

To protect yourself in the event that you must cancel or postpone your trip, we recommend that you take out cancellation insurance.

- 3.6 Bookings require minimum of 2 cabins. Single cabins will be available only as "fillers" for a 2 cabin non-charter booking.
- 3.7 Meanderer is a NON-SMOKING vessel.

4. CRUISE ROUTES.

Cruise routes are subject to change without notice. Some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs or other unforeseen circumstances that may result in conditions unsafe for navigation.

If navigation is suspended, (1) the Company reserves the right to alter the cruise route, (2) Guests will continue to be accommodated on board if possible and the regular excursions will still be made, (3) cruising will be continued as soon as possible.

5. CRUISE DIRECTION

The published route is run in reverse on alternate weeks. Excursion days and mooring places may vary.

6. LIMIT OF LIABILITY

The Company may purchase services from third party suppliers that are not subject to its control. The Company cannot be held liable for any damage, loss or injury that may occur due to (1) any act or omission of any supplier, (2) defects in or failures of any aircraft, vessel, automotive vehicle or other means of transportation that is not under its control or

(3) Lost or delayed luggage.

Unexpected circumstances such as the weather, lock closures and repairs, low water levels caused by lack of rain or drought conditions, high river levels caused by flood conditions, and/or changes to the yearly maintenance schedule of the French Waterway Authority, may require changes and modifications to our cruise routes and/or excursions. Such changes are rare, but they can occur, and we reserve the right to alter cruise routes accordingly. A change in routes or excursions cannot be accepted as a cause for cancellation of a cruise. Alternative and accessible routes and/or excursions will be chosen in the event of any of the foregoing.

The Company shall provide a safe and carefree cruise for the guests, and shall manage and operate the vessel Meanderer accordingly. Nevertheless, by booking a cruise on Meanderer with The Company, guests recognize and acknowledge the existence of hazards natural to travel by boat or vehicle on related excursions, such as, but not

limited to, slipping, falling, tripping, and/or injuries resulting from collision. Moderate level changes, steps and uneven ground surfaces are a normal part of rural barge cruising. The barge and its owners assume no responsibility or liability for a guest's illness, injury, death or loss or damage of personal property while aboard the barge, its vehicles, or its bicycles, however caused.

Insurance against personal accident and loss of personal effects is not included in the cruise price and no responsibility can be accepted for such accidents or losses. Guests are strongly advised to insure themselves and their belongings.

In the unlikely event that Meanderer cannot be made available for dates reserved for the cruise, or the cruise is canceled by The Company for circumstances beyond their control, all sums received shall be returned fully and promptly to guests and the guests shall have no claim against The Company. Sums will be prorated if only a portion of the trip is canceled. There will be no refunds for days missed by guests on the cruise.

7. LAW and JURISDICTION

These terms and conditions are subject to English Law. The High Court of Justice in England shall have exclusive jurisdiction to determine any dispute arising out of them.

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