



# Go Barging with

**EUROPEAN WATERWAYS LTD**

35 Wharf Road, Wraysbury, Staines

Middlesex TW19 5JQ, England

Tel (mainland uk): 0871 330 8117

Tel: 44+ (0) 1784 482439

Fax: 44+ (0) 1784 483072

Email: Sales@GoBarging.com Web Site: www.GoBarging.com

## BOOKING FORM page 1 of 2

(To be completed in full at time of reservation and returned to our head office above)

<b>1</b>	<b>BARGE NAME</b>	<b>DEPARTURE DATE FROM</b>	<b>TO</b>						
	<b>NUMBER OF PASSENGERS</b> <input type="text"/>	<b>OR CHARTERING NO OF PERSONS</b> <input type="text"/>							
<b>2</b>	LAST NAME	FIRST NAME & INITIALS	TITLE	DATE OF BIRTH	PASSPORT NO	NATIONALITY	CABIN TYPE <small>Refer to price list or layout plan</small>	Double (D) Twin(T) Single(S)	COST PER PASSENGER OR CHARTER
<small>Example</small>	TELFORD	THOMAS	MR	18.3.1757	12345	BRITISH	SUITE	D	£1234
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

  

<b>DEPOSITS TO SECURE BOOKINGS</b>	<b>COST OF HOLIDAY</b>	£	
An initial deposit of £400.00 per person or £2,500.00 for charters, is payable at the time of booking. The balance to be paid as per our terms and conditions and as specified in our confirmation invoice, which you will receive when the booking form has been processed.	<b>DEPOSIT ENCLOSED</b>	£	
	<b>Per Passenger £400 or Wholeboat Charter £2,500</b>		
	<b>AMOUNT OUTSTANDING</b>	£	

# BOOKING FORM

page 2 of 2

(To be completed at time of reservation and returned to our head office - address overleaf)

**3 EMERGENCY CONTACT - whilst you are travelling, your contact in the event of an emergency**

NAME

RELATIONSHIP

TELEPHONE NO

**4 SPECIAL REQUIREMENTS - i.e. allergies or special diet requirements**

**5 SPECIAL OCCASIONS - are there any special occasions to be celebrated while on board?**

**6 WHERE ARE YOU STAYING THE NIGHT PRIOR TO CRUISE?**

TELEPHONE NO

**7 WHERE ARE YOU STAYING THE NIGHT AFTER CRUISE?**

TELEPHONE NO

**8 NAME & ADDRESS**  
PERSON TO WHOM ALL CORRESPONDENCE SHOULD BE SENT  
OR TRAVEL AGENTS STAMP:

ZIP CODE:

TELEPHONE NO:

FAX NO

**9** It would assist us to know how you heard about Go Barging  
with European Waterways Ltd

Advertising

Press

Internet

Recommendation

Other

**10 DECLARATION**

On behalf of all persons named above, I understand and accept the terms and conditions as stated in European Waterways Ltd. price list.

SIGNATURE ..... DATE .....

PRINT FULL NAME .....

# TERMS AND CONDITIONS

## 1. HOW TO BOOK

Please telephone, fax, email or write to European Waterways Ltd ("the Company") at the address shown on the front of this insert.

## 2. CONTRACT

Each Passenger wishing to book a cruise must complete and sign the Booking Form attached to this insert. Once this has been forwarded and accepted by the Company together with the payment of the fare due, a contract exists between such Passenger (hereinafter "the Passenger") and the Company. Under this contract the Passenger confirms that he/she has read, understands and agrees to the terms and conditions below (the "Terms and Conditions"). Any Passenger signing as tour leader on behalf of a charter or other group warrants that he/she is authorised so to do. Each member of any such group shall be deemed to be a Passenger as herein defined and shall be bound by the signature of the tour leader. Individuals booking as a charter will be subject to charter terms and conditions. A maximum of two single cabins can be booked on any one departure date

## 3. CRUISE PROVISIONS

**RATES:** The rates shown overleaf in UK £ Sterling, are per passenger for a six night double occupancy cabin cruise and are subject to change without notice. Meeting points, hotels and time of pick-up may be changed without notice.

**Cruise includes:** Accommodation with private bath or shower, all meals, selected regional wines and alcoholic beverages consumed aboard, all sightseeing tours and admittance fees as stipulated, use of the vessels' bicycles and other facilities, and round-trip transfers from specified meeting point.

**Cruise does not include:** Air transportation, airport taxes, visas, health or accident insurance, trip cancellation insurance, superior Chateaux vintage wines, optional activities such as hot air balloon flights or items of a personal nature such as laundry, communication charges, purchases or gratuities for the crew.

## 4. INSURANCE

Travel insurance to cover trip cancellation, health and baggage is strongly recommended for all passengers.

## 5. GRATUITIES

Gratuities for crew members are entirely discretionary. Between 3 and 5% of the cruise fare is suggested in the event of total satisfaction with the service on board.

## 6. NON-SMOKING POLICY

The Company applies a non-smoking policy in the accommodation area of all vessels. In consideration to fellow Passengers those who wish to smoke, are requested to do so outdoors ie on the deck and sun-deck area. In accordance with fire prevention regulations smoking is not permitted in the cabins.

## 7. DEPOSIT AND FINAL PAYMENT

**For individual bookings:** a deposit of £400 per passenger per week is payable at the time of booking with the Booking Form attached hereto duly completed and signed. The balance is payable 90 days prior to departure.

**For charter bookings of an entire vessel:** an initial deposit of £2500 is payable at the time of booking with the Booking Form attached hereto duly signed. The difference between the initial deposit and 25% of the total fare is payable as a further deposit 180 days prior to departure. The balance of the charter or group fare is payable 120 days prior to departure. To qualify for the charter group rate, one person must act as tour leader and be responsible for contracting with and making all payments to the Company, as per the Terms and Conditions, on behalf of all passengers in the charter/group.

## 8. CANCELLATIONS AND REFUNDS

Cancellations must be made in writing to the Company and are effective only upon receipt by the Company at its address overleaf. All issued tickets must be returned together with notice of cancellation. Please allow 4 weeks from receipt by the Company of cancellation notice and unused cruise ticket(s) for forwarding of any refund due. The following cancellation fees apply based on the date when the Company receives written notice of cancellation.

**For individual bookings:**

- more than 120 days prior to departure and subsequent payment of the deposit, an administrative fee of £200 per passenger shall be retained,
- from 120-91 days prior to departure - the full deposit shall be retained,
- 90 days prior to departure to day of departure, or in the event of failure to embark - 100% of total fare shall be retained.

**For charter bookings:**

- charter deposits are non refundable,
- more than 180 days prior to departure deposits may be applied toward individual bookings on the same vessel subject to a £100 surcharge per passenger,
- 180-121 days prior to departure the greater of the initial deposit or 25% deposit will be retained.
- less than 120 days prior to departure no refund will be given,

No refunds will be given in the event of interruption or cancellation of the cruise by the Passenger after the start of travel, nor for unused portions of any package or cruise, nor for any unused sightseeing tours or meals.

## 9. ALTERATIONS BY THE PASSENGER

Any date change by the passenger subsequent to booking will incur an amendment charge of £100 per passenger. Reductions in passenger numbers for charters are only accepted up to 120 days prior to departure. No itinerary changes can be accepted less than 90 days prior to departure. Transfers to cruises on another vessel shall be treated as a cancellation and re-booking and cancellation charges will apply.

## 10. LIMITS OF RESPONSIBILITY OF THE COMPANY

Unless expressly stated otherwise on tickets or other documentation issued by the Company to the Passenger, the Company, its employees, representatives, agents and/or assigns acts only as agent to provide transportation, accommodation and other related services to the Passenger by purchasing such services from independent vessel operators ("the Operators") and other service providers contracted to the Company. The ticket(s) issued to the Passenger by any Operator or service provider constitute(s) the sole contract between the Passenger and said Operator or service provider, and the Company assumes no responsibility or liability for acts or omissions connected therewith. The Passenger further understands and agrees that the Company is not liable or responsible for the following:

- any personal injury, death, property damage or loss occasioned by theft, vandalism, fire, water, weather conditions, explosion, or any cause whatsoever, whether foreseeable or unforeseeable, or for any loss of whatever kind or nature arising out of or in connection with the acts or omissions, whether foreseeable or unforeseeable or any loss of any kind or nature arising out of or in connection with the acts or omissions whether negligent or intended of any third party, regardless of the relationship, if any, between such third party and the Passenger, or the Company; and
- any event that is beyond the control of the Company, including but not limited to Acts of God, strikes, lockouts, work stoppages, riots, floods, government acts, terrorism, criminal activity, Passenger illness, engine breakdown or vessel damage; and
- any additional expenses incurred by the Passenger as a result of any delay or failure of and/or by any Operator or contractor of any services connected with the specific booking; and
- any loss sustained by the Passenger as a result of any cancellation, delay, advancement or postponement of any tour by any Operator or any service provider such as steamship company, airline, railroad, vehicle rental company, hotel or similar or their agent.

## 11. RESERVATION OF RIGHTS

The Company on behalf of itself and the Operators reserves the right to:

- cancel any itinerary in whole or in part;
- make such alteration to any itinerary as it reasonably deems necessary or desirable;
- refuse to accept or retain as a member of a tour any person at any time.

In the event of alteration or cancellation, the Company may, but is not obligated to, substitute or provide another vessel.

## Waterway routes and vessel alterations and substitutions:

All routes are subject to change without notice. Some waterways may be subject to occasional closures due to drought, storms, floods, canal or lock repairs or other unforeseen circumstances that result in conditions unsafe for navigation. In the unlikely event of such occurrences, the following conditions may apply:

- if navigation must be suspended, Passengers will continue to be accommodated on the stationary vessel and the regular excursions will continue to be made, with cruising to be continued as soon as possible. By way of compensation for any absence of cruising, additional excursions will be provided by the vessel's crew,
- the Company reserve the right to reverse a cruise route, cruise another waterway or transfer Passengers to another vessel of similar standard,
- in any decision related to navigation, the judgement of the vessel's Captain on any action or inaction is considered final.

## 12. UNDERTAKINGS OF PASSENGER

The Passenger expressly agrees to the following:

- that he/she is in good general health;
- that he/she shall not operate or seek to operate any vehicle owned or operated by a boat, hotel or other service provider except bicycles that are provided for the express use of the Passengers; and
- that he/she shall indemnify and hold harmless the Company, its employees, agents, representatives and assigns against any and all liabilities, costs and expenses (including legal fees and costs of litigation) which may be incurred in connection with any claims, suits or any cause of action brought by him/her against any third party, or by any third party against him/her, his/her heirs, representatives or assigns regarding injury or loss to person or property sustained by him/her or such third party, directly or indirectly, arising out of activities, acts or omissions, no matter how caused or created, that occur during the course of a cruise tour.

## 13. COMPENSATION

If the Company cancels a cruise and/or other arrangement for any reasons other than force majeure or default by the Passenger), or makes a material alteration to the cruise and/or arrangement for reasons other than force majeure, after the date when payment of the balance of the price becomes due, in addition to a full refund, compensation will be payable on the following scale per person: 56 or more days prior to departure – Nil; 55-42 days – £10; 41-28 days – £20; 27-14 days – £30; less than 14 days – £40.

## 14. LIABILITY

The liability of the Company is limited in the manner provided by the Warsaw Convention 1929 (as amended) or such other international Conventions for the time being in force in respect of carriage by air or waterway, as though the Company were deemed to be "carrier" as defined in such Conventions..

## 15. CREDIT CARD POLICY

By authorizing and making payment by credit card for cruise holidays hereunder and by signing the Booking Form attached hereto the Passenger expressly agrees to waive his/her rights under any relevant cardholder agreement or applicable law to subsequently cancel or suspend any such credit card transaction. The Passenger further expressly authorises the Company to present this documentation to the bank or credit card issuer as evidence of acceptance by said Passenger that such credit card transaction is final and not subject to refund, reduction, cancellation or revocation, except as specifically provided in these Terms and Conditions.

The company reserves the right to charge final payment to the credit card in the event that the cardholder is unobtainable on the due date.

## 16. GENERAL PROVISIONS

These Terms and Conditions supersede and cancel all prior communications and agreements, whether written or oral express or implied. Any inquiries, claims or general complaints by the Passenger relating to the service provided by the Company must be submitted in writing to the Company within thirty (30) days of the completion of the cruise, and must contain detailed and evidentiary information.

## 17. GOVERNING LAW AND RESPONSIBILITY

All contracts incorporating these Terms and Conditions shall be governed by English Law. This brochure and insert (published June 2005) is issued on the sole responsibility of the Company. The latest Terms and Conditions are published on the website: [www.GoBargain.com](http://www.GoBargain.com)

## NOTES:

### PRICE INCLUDES:

Accommodation on board the barge, all meals, regional wines, alcoholic beverages, all sightseeing and admittance fees as stipulated, use of vessels' bicycles and other facilities.

**Not included in the price of your holiday:** On board gratuities and items of a personal nature.

### TRANSFERS:

Round trip transfers from the meeting point to the barge are included in the fares.

### THEME CRUISES AVAILABLE ACROSS THE FLEET:

Please ask for prices and theme cruise itineraries.

Theme cruises include: Golf, Wine Appreciation, Theatre, Gardens, Antiques, Cycling, Walking, Tennis and Fishing.

### TANDEM CRUISES:

The following tandem cruises are available for groups of up to 20 passengers.

La Belle Epoque and Art de Vivre;  
L'Impressionniste and Anjodi;  
Actief and Magna Carta.

A 5% reduction on the charter rate is applicable.

### CHILDREN POLICY:

The majority of our passengers are adults.

However the following policies apply for passengers wishing to travel with children: Children 12 to 17 years inclusive travelling with an adult qualify for a £150 reduction (specific conditions apply to Actief, Shannon Princess and Meanderer).

Children under 12 years are welcome on Charters and special Family Departures where child reductions are applicable to all under 18 years.

