

TERMS & CONDITIONS

France Cruises, Inc. acts only as the booking agents for the owners/operators of your selected cruise/tour and your contract is with these owners. As agents for the owners, France Cruises, Inc. is not liable for any failure to perform or improper performance of any service(s) or obligation(s) by the owners or for any act(s) or omission(s) of the owners or their employees, agents or suppliers. France Cruises, Inc. does of course accept responsibility for the acts and omissions of its own employees providing they were at the time acting within the scope of their employment.

BOOKING REGULATIONS

Passengers wishing to make a reservation must submit the required deposit as indicated on the invoice-booking form. By doing so, the passenger confirms that he/she has read, understands and agrees to these Terms & Conditions. One guest may handle all booking arrangements for a charter/group. In this case, the person who makes the booking is acting as tour leader to qualify for the charter group rate on behalf of everyone included in the booking. Each member of any such group shall be bound by the acceptance of these Terms & Conditions by the tour leader or the authorized person who made the reservation. Final balance is payable prior to departure date as indicated on the invoice-booking form. All reservations are subject to cancellation if payments are not received by the due date and penalties will apply as per cancellation charges below.

CRUISE PROVISIONS

Rates: in US Dollars. Operator reserves the right to substitute hotels of similar class as well as all other travel services included in the package.

BARGE Cruises: Accommodations with private bath or shower, use of vessel's bikes & other facilities, round trip transfers from specified meeting points, meals, wines and alcoholic beverages consumed aboard, sightseeing & guided excursions are only included as stipulated in the reserved cruise program.

RIVERBOAT Cruises: Accommodations with private bath or shower, meals with table wines, use of vessel's facilities, and round trip transfers from specified meeting points unless otherwise stipulated in the reserved cruise program.

Shore excursions & open bar inclusions are specific to each cruise and cruise operator. Please inquire at time of booking.

LAND TOURS & PACKAGES: All Travel Arrangements & Services and All Visits & Excursions as stipulated in itinerary.

Tour Extensions and Modifications: Change of Hotel, Upgrade of Accommodation, Additional Hotel Nights and other travel arrangements may be arranged on request for an extra cost.

Cruises, Tours & Packages do NOT Include: All travel arrangements and services that are not indicated, Air Transportation (unless noted otherwise), airport taxes, visas, optional activities such as hot air balloon flights, items of a personal nature such as laundry, communication charges or purchases and gratuities for crew members.

CANCELLATION CHARGES

Payments for cruise & tour bookings are non-refundable unless otherwise indicated on your invoice-booking confirmation as some cruises and cruise operators have specific cancellation charges. For any booking, whether under deposit, partially paid, or paid in full, the following requested situations may be considered cancellations and cancellation charges may apply: changes to departure date; or changing to another cruise package. Notification of a cancellation to a confirmed booking will be valid only if made in writing to France Cruises Head Office and signed by the person who made the reservation.

All reservations are subject to cancellation if payments are not received by the due date.

Specific cancellation penalties apply to hotel reservations, train reservations and other travel services. Please inquire at time of booking.

Insurance: Accident & Health Insurance and Trip Cancellation Insurance are recommended for all guests and tours. Please ask for details on our recommended Passenger Travel Protection Program at time of booking.

SPECIAL REQUESTS

Special requests such as bedding requests and special dietary needs should be advised prior to the cruise. Please note that every effort will be made to ensure your special requests; however, they cannot be guaranteed.

EARLY ARRIVAL

France Cruises recommends that you arrive a day or two before the start of your program to allow time to relax and refresh after your journey and to prepare for the start of your program. France Cruises has negotiated special overnight rates at many hotels. Please ask for details at time of booking.

RESERVATION OF RIGHTS

France Cruises and the Operators of the cruises & tours reserve the right to: (a) Cancel any itinerary in whole or in part. (b) Alter any itinerary if necessary. (c) Refuse to accept or retain any tour guest at any time. (d) advance, cancel or delay the journey in the event of an act of God, strike, lockout, stoppage of labor, riot, terrorism or for any and all reasons, and may, but is not obligated, to substitute or provide another vessel or tour replacement. Should no alternate be available, the operator sole obligation is to refund all monies paid to it by the client who shall have no further claim on the operator, its Agents and France Cruises. All routes are subject to change without notice. Unsafe conditions can arise with canal & river cruises; if navigation must be suspended, the guests will continue to be accommodated on the stationary vessel and cruising be continued as soon as possible. We reserve the right to change direction or transfer guests to another vessel of similar standards. The Captain's judgment is considered final.

TOUR PICTURES

Any guest permits the barge operator to use their image and sound recording taken while on tour, to be used for promotional purposes without compensation to the guest. Any guest must notify the barge operator in writing prior to sailing if permission is not granted for the use of pictures or sound recordings.

CREDIT CARD POLICY

As a convenience to clients, France Cruises, Inc., accepts credit cards as payment for deposits for cruise & tour bookings. France Cruises terms and conditions apply to this credit card sale. Unless otherwise indicated on your invoice-booking confirmation, those terms and conditions do not provide for a refund of deposits or subsequent payments as of the date of this sale, and this credit card sale is final and non-refundable. Our operators must rely on your deposit and payments as a "final sale" on which they base your reservation. Therefore, in authorizing this credit card payment, you specifically agree not to cancel or suspend this credit card transaction, and further you agree to abide by the terms and conditions for your booking which are provided to you. You specifically authorize France Cruises, Inc. to present this authorization to your bank or credit card issuer as evidence of your acceptance that this credit card transaction is final and is not subject to refund, reduction, cancellation, or revocation, except as specifically stated in the terms and conditions document and/or on your invoice-booking confirmation.

TERMS & CONDITIONS

LIMITS OF RESPONSIBILITY OF FRANCE CRUISES

France Cruises Inc., its employees, representatives, agents and/or assigns acts only as agent to provide transportation, accommodation and other related goods or services for your trip by purchasing them from independent operators and suppliers. All such persons and entities are independent contractors. As a result, France Cruises is not liable for any negligent or willful act of any such person or entity or any third person and assumes no responsibility or liability in any circumstances for acts or omissions connected therewith.

In addition and without limitation, France Cruises is not liable or responsible for any injury, loss, death, inconvenience, delay or damage to personal property occasioned by theft, vandalism, fire, water, weather conditions, explosion, or any cause whatsoever, whether foreseeable or unforeseeable, or arising out of or in connection with the acts or omissions of any third party, regardless of the relationship, if any, between such third party and the passenger or France Cruises, or resulting from but not limited to Acts of God or force majeure, illness, diseases, acts of war, civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, delay or failure of an operator or contractor and any other event that is beyond the control of France Cruises.

PASSENGERS' REPRESENTATIONS

The passenger represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the program.

The passenger expressly agrees that he /she shall abide by the safety instructions as given out by the crew and operator, 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 and such that are provided for the express use of the passengers, that he/she shall indemnify and hold harmless France Cruises, its employees, agents, representatives and assigns against any and all liabilities, costs and expenses which may be incurred in connection with any claims, suits or any cause of action regarding injury or loss to person or property sustained by him/her, a third party, directly or indirectly, arising out of events, acts or omissions, no matter how caused or created, that occur during the course of a cruise or tour.

PASSENGERS' ACCEPTANCE

Acceptance of the booking and submission of deposit implies acceptance of these specific Terms and Conditions.

WEB SITE ACCURACY

Every effort has been made to ensure the accuracy of descriptions and information contained on the France Cruises Web Site and affiliates. However, circumstances may subsequently change and in the vent of any significant or long term changes you will be informed of these at the time of booking or as soon as reasonably possible if there is time before your departure.

GENERAL PROVISIONS

These Terms & 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 France Cruises must be submitted in writing to France Cruises Head Office within 30 days of the completion of the cruise / tour, and must contain detailed and evidentiary information.

GOVERNING LAW & ARBITRATION AGREEMENT

Any controversy or claim relating in any way to these Terms & Conditions, to the limits on the responsibility clause of France Cruises, to any information relating in any way to the trip, to the trip itself, or to any products or services related to it, shall be settled solely and exclusively in San Antonio, Texas and the Courts of Justice of San Antonio, Texas shall have exclusive jurisdiction to determine any dispute arising out of them.