

Savoir Vivre Terms and Conditions

The Contract

The contract is between the Boutique Barges SARL (the Company) and the Client. The Client includes any person included or designated in any booking whether named or not. Any dispute arising from the booking agreement is to be settled in the French Courts of Law.

Bookings, Deposits and Final Payments

Upon receipt of 25% of the total cruise price, a reservation is allocated. The deposit is non-refundable. The balance of the cruise price is due 90 days prior to the cruise date. Where deposits or funds are held by a Travel Agent (or equivalent) these monies are collected and held them on behalf of the Company. If payment is not received from the client or Agent when due, the Company may cancel the booking within the terms set out in "Company Cancellation".

Client Cancellation

If a booking is cancelled more than 90 days pre-cruise the deposit will be forfeited. If a booking is cancelled within 90 days of the cruise, the full cruise fare is payable. However, if space is resold then the net proceeds of the resale received by the Company may be refundable to the Client up to the original value paid.

Company Cancellation

If the Company does not receive the balance of the cruise price by 90 days before the cruise date, the Company reserves the right to treat the booking as cancelled. The deposit will be retained. If through circumstances beyond its control it is impossible to provide the cruise, the Company reserves the right to cancel any booking. In such circumstances either a suitable alternative will be offered or any monies received will be returned in full. The client shall have no further claim against the Company.

Client Insurance

Insurance against death, personal accident, injury or illness and loss, damage or theft of personal effects is not included in the cruise price and no responsibility will be accepted by the Company for such accidents or losses unless, and to the extent that, loss or damage is proved to have been caused by the negligence of the company, in which case the liability shall be limited to the price paid for the cruise.

Responsibilities of the Company

The company shall not be liable for any loss damage, injury or delay, including travel delays due to bad weather, natural disaster, industrial action or any other reason beyond its control, incurred by the client before the start of, or during the cruise.

The company cannot accept responsibility for delays caused by waterway repairs, flood, drought or untoward events and reserves the right to vary or restrict a cruise. In such circumstances every effort will be made to re-route the craft and alert the client to any such alterations but the client shall have no claim upon the company. The client shall have no claim upon the company as a result of any breakdown or failure of the barge engine or other equipment or any delays caused by repairs to the barge. If a cruise is curtailed, payments received, of amounts proportional to the un-expired portion of a cruise, will be refunded, but no further claim can be made.

The Company reserves the right to cancel any cruise or portion thereof at any time, on refund of the appropriate amount paid by any cruise participant and to change any cruise route due to circumstances beyond its reasonable control without any liability to any cruise participant.

Release

Each cruise participant (including any person designated in any booking, whether named or not) declares that he/she is of good general health. Each such cruise participant, in consideration of the Company or its Agent booking him/her on a cruise and the common carriers or providers of transportation or other services by contract or otherwise, with, through, or for the Company (collectively, the 'Contractors') or their agents accepting him/her on that cruise, on behalf of himself/herself and his/her heirs, legal representatives executors and assigns, hereby releases the Company, the Contractors, and their respective agents from, and agrees to indemnify and hold each of them harmless against, any and all liabilities, costs and expenses (including attorney's fees and costs of litigation) which they may jointly or severally incur to such participant his heirs, legal representatives and assigns, in respect of any claim, suit or cause of action on account of any injury or damage to or in respect of person or property alleged to have been sustained by him/her directly or indirectly, as result of his/her participation in the cruise, including without limitation damage in connection with (i) any transportation, accommodation or other services; (ii) any loss caused by any act or omission of any employee, servant or agent of any of them providing goods or services to any cruise participant; and (iii) any additional expenses or damages sustained by any cruise participant as a result of the foregoing causes.

Clients are strongly recommended to take out suitable insurance (including medical cancellation and cruise cancellation insurance at the time of booking) for themselves and their belongings.