

TERMS AND CONDITIONS OF SALE FOR SERVICES BY BATORAMA

applicable starting from 01/01/2016

1. Preamble

The present translation of our terms and conditions of sale is provided for informational purposes to facilitate comprehension of them. However, in case of disagreement, only the [French version](#) shall be binding. The execution of cruises and rentals, as well as of eventual associated services, is subject to the provisions of the present terms and conditions of sale. Any reservation or purchase of a service, including via the Internet site, is deemed as adherence to the present terms and conditions of sale.

2. Conditions of reservation, payment and access

2.1. EVENT-RELATED CRUISES

An event-related cruise consists of booking a fluvial unit for private use outside the times proposed on the schedule (pre-defined commercialization schedule). The following terms and conditions are completed by the special conditions appearing on each estimate.

2.1.1. Reservation - validation

An order for rental of a boat is only recorded after validation by the Customer of the estimate issued beforehand by BATORAMA and payment of the deposit stipulated in the special conditions, corresponding to 40 % of the price including tax of the service to be billed. If the deposit is not effectively received by BATORAMA by the deadline stipulated, this results in cancellation of the reservation.

The rental price constitutes a set price, regardless of the number of passengers. Payment of amounts due by the customer must be done at the latest by the day that the service is provided (unless there are specific conditions for deferred payment). If appropriate, the charges for related services (guide, caterer...) that are not included are to be settled either separately with external service providers or directly to BATORAMA.

BATORAMA must be informed about the presence of guests having reduced mobility so as to assign the most suitable fluvial unit to the rental.

2.1.2. Conditions of access

Boats are docked at the determined quay fifteen minutes before the departure. Special conditions for early availability may be defined between BATORAMA and the customer. The agreed departure time must be strictly respected. Any delay is calculated starting from said time, notwithstanding the absence of certain persons on board or the incompleteness of any equipment installation on board or third-party personnel organized by the customer.

In order to permit it to satisfy its future obligations, BATORAMA reserves the right, if applicable and in case of delayed boarding, to cancel or adjust the cruise without prior notice and without prejudice to the provisions of item 6), or to reduce by the amount of time equivalent to the delay caused by the customer during boarding, without the possibility of reimbursement, even prorated, in this last case. In case of likely or certain delay, the customer must notify BATORAMA without delay.

2.2. REGULAR CRUISES OPEN TO THE PUBLIC

2.2.1 Conditions of purchase

- a) Individual tickets: Direct purchase takes place at the various sales locations or by Internet, without the possibility of either prior reservation or deferred payment. Tickets sales for a given cruise close 30 minutes before the departure (20 minutes for a purchase from the ticket machines present at the quay and 1 hour and 5 minutes for an Internet purchase). The customer chooses the desired number of tickets, the day and time of the trip, based on availability, with the understanding that the purchase of more than twenty (20) tickets at full price is subject to the Terms and conditions of sale for "Groups", which are applicable to groups. Certain time slots may be sold out and, thus, unavailable.
- b) **"Group" tickets (group of at least 20 people paying full price)** or tickets intended for tourism professionals: These tickets are sold up to one hour before the departure time, either by direct purchase (ticket window, automatic ticket machines or Internet), or within the framework of a request for reservation that may be made by telephone or by any system put in place by BATORAMA (including online reservations). This reservation request is recorded based on availability. The customer chooses the desired number of tickets, the day and time of the trip. It is validated after payment of the specified deposit corresponding to 20% of the total price including tax, according to the determined payment schedule, with the understanding that the contract is established following the reservation process and once the deposit is paid. Non-payment of the deposit within the timeframe set and mentioned by Batorama results in cancellation of the option without prior notice. When this is stipulated in the special conditions or results from a prior commercial agreement validated by Batorama, no deposit will be requested and the contract shall then be established upon acceptance by Batorama of the request from the customer. At the latest 60 minutes before the chosen departure time, the customer is required to settle payment for the balance due for tickets purchased at the ticket window, at the automatic ticket machines or by Internet to obtain the tickets. Failure to complete payment of the balance due by this deadline results in cancellation of the reservation; Batorama then retains the deposit as charges for cancellation and may also freely dispose of the places. An increase in the number of passengers by the customer before payment of the balance due shall be deemed as a new request for deposit by Batorama if the quantity increases by more than 10 passengers and occurs more than 7 days before the departure.
- c) Private booking of a regular cruise: This service corresponds to purchase, at a set price, of all of the places available for a departure regardless of the number of passengers on board (in respect of the capacity of the boat). This service is sold up to 2 hours before the departure time, either by direct purchase at the ticket window, or within the framework of a request for reservation that may be made by telephone or by any system put in place by BATORAMA (including online reservations). This request is recorded based on availability. The customer chooses the day and time of the trip. This request is validated after payment of the specified deposit corresponding to 20% of the total price including tax within the allotted timeframe, with the understanding that the contract is established following the reservation process and once the deposit is paid. Non-payment of the deposit within the timeframe set and mentioned by Batorama results in cancellation of the option without prior notice. At the latest 120 minutes before the chosen departure time, the customer is required to settle payment for the balance due for tickets purchased at the ticket window, at the automatic ticket machines or by Internet to obtain the tickets. Failure to complete payment of the balance due by this deadline results in cancellation of the reservation; Batorama then retains the deposit as charges for cancellation and may also freely dispose of the places.

2.2.2. Conditions of access

Non one may gain access aboard the vessel without a ticket. Boarding is done in order of arrival on the quay. It is requested that the public arrive for boarding fifteen minutes in advance. No reimbursement is possible in case of no-shows at the quay at the specified time.

2.2.3. Price and payment

The pricing conditions in effect are displayed at the ticket window and are available on the Internet site (www.batorama.com). The price is expressed in euros including tax and is only payable in this same currency. To benefit from certain advantages or reduced prices, one may be asked to provide proof to the cashier, at the time of boarding or on board.

Payment is made in cash (in euros only) and, for a minimum of 10 euros, by cheque drawn on a French bank, a French bank card, vacation vouchers and international bank card (except for American Express and Diner's Club). In case of payment by bank card, Batorama is not responsible for charges on bank card transactions generated, if applicable, by fluctuations in exchange rates or for other reasons. Vouchers established by certified professionals are accepted starting from 20 passengers after validation from the commercial management of BATORAMA.

2.2.4. Restriction of ticket use

The ticket issued after payment is only valid for the date and time slot indicated on the ticket. The ticket may not be either exchanged or reimbursed (other than in the cases specified in paragraph 6). In that all tickets are personal and non-transferrable, the ticket may not be resold by the customer to a third party. In case of loss or theft, tickets may not be reimbursed.

2.2.5. Type of boat for a cruise

It is explicitly stated that the type of boat (covered or discovered) allocated to a cruise is non-contractual and freely decided by Batorama until the boarding time, depending on climatic conditions and operational constraints. When the type of boat is pointed out on our websites or on various information medium, it is only indicative. Now therefore the responsibility of Batorama cannot be committed in case of change of the type of boat.

3. Rules on event-related, private and public cruises

3.1. BATORAMA will make every effort to ensure proper execution of the cruise under the conditions specified in the reservation or program. In that cruises are subject to the rules of fluvial navigation, BATORAMA reserves the right to decide whether or not the waterways used are navigable. Cruises will be able to be cancelled or modified at any time following the reservation, including on the day of departure and during the cruise, in case of bad weather constituting force majeure as intended in article 4, which would be of a nature to pose a threat to the safety of the persons transported and to the personnel, to the boats or to the structures of navigation.

3.2. Obligations of the passengers:

- Passengers must arrive at the quay of departure 15 minutes before the departure time. Departures take place at specific times.
- Children under age 13 must be accompanied by an adult.
- From the time that he is invited to board, each passenger must immediately and strictly comply with the instructions given by the personnel of the boat in the interest of safety during navigation and to maintain order on board.
- No animals will be allowed on board except for seeing-eye dogs or other animals of assistance.
- It is prohibited to bring items on board which, due to their purpose or characteristics, pose a threat to the safety of persons, installations or the boat.
- It is prohibited to smoke, drink or dine on board. Food services are, however, possible for private cruises with express authorization from BATORAMA.
- BATORAMA declines any responsibility in case of loss, theft or damage caused to clothing, handbags, equipment or other personal objects belonging to customers and passengers.
- BATORAMA reserves the right to bill the customer for any damage to equipment on board caused by him or a member of his group.
- BATORAMA reserves the option of refusing to allow a passenger to board or of requiring that a passenger leave a vessel during a cruise in case of improper attire, behaviour not suited to a cruise, non-respect of one of the obligations of the present article or of the guidelines or instructions given. These measures grant the right to no indemnification or compensation for the passenger concerned. BATORAMA may demand that this latter party remedy any harm caused due to his negligence or actions, or involve him as a third party in case of legal action.

It is the responsibility of the person having made the reservation to make sure that all of the participants have become familiar with these conditions and obligations and accept them.

3.3. The maximum number of passengers allowed on board is indicated on each boat. Thus number may vary based on places reserved for persons with reduced mobility. Each child counts as one passenger. Places are not numbered. Each passenger, including those benefiting from a free trip, must have a ticket (group ticket eventually).

3.4. At the time of boarding for regular cruises open to the public, the personnel of BATORAMA will ask those accompanying groups and drivers to provide proof of their capacity by any means and, in particular, by the presentation of a professional card, so that they may benefit freely from the service, to the limit of one person accompanying the group and one driver. The persons accompanying a group vouch for respect of the guidelines and obligations listed above and the specific instructions given by the crew to their group.

4. Responsibility

4.1. Under no circumstances may BATORAMA be held responsible for any indemnity in case of an event of force majeure (such as, notably, high water, thick weather, icy waterways and other cases of bad weather which hinder navigation, mechanical damage, decision from competent authorities or other managers of the waterways used) having resulted in the impossibility of executing a service or a modification of the route, times or duration of the cruise. If the program specifies a caterer, the elements will be able to be delivered and billed to the customer, without generating additional expenses for BATORAMA.

4.2. BATORAMA declines any responsibility for the consequences of failure by the customers and passengers to observe the present terms and conditions of sale and the general and specific rules of policy, or instructions from the public authorities, without prejudice to the damages that it will be able to demand due to this failure to observe.

5. Payment

5.1. In conformity with article L. 121-20-4 2° of the Consumer Code, the right of retraction with regard to distance sales is not applicable to the services of BATORAMA. All ticket purchases are definitive.

5.2. The pricing conditions applicable are those in effect as of the date that the service is provided, as defined on the date of sale of said service to the customer. Prices are revised periodically. Special pricing may be granted based on the commercial policy of BATORAMA and agreements established with its partners.

5.3. Without prejudice to provisions related to cancellation, any late payment will result, without formality (neither reminder nor prior formal notice) in the billing of late interest at the legal rate of interest increased by five points. A set indemnity for recovery in the amount of 40 € will be due by any professional for any late payment. No discount is granted for cash payment or early payment.

5.4. The price for the cruise open to the public is only for the cruise. Comments are offered and optional.

6. Cancellation of the order or reservation

6.1. Cancellation by the Customer

BATORAMA must be notified about any cancellation in writing, with the date of receipt of the cancellation being deemed as proof for application of the charges for cancellation specified hereafter.

6.1.1 Total cancellation

The Customer may proceed with total cancellation of his reservation or of his tickets under the following conditions:

Type of service sold	Deadline for notification of cancellation to Batorama (with respect to the departure time or the start of the service)	Charges for cancellation
<i>"Regular cruise" open to the public</i>	More than 24 h	No charge for cancellation
	Between 24h and 1 h*	cancellation charges representing 20% of the price including tax of the service are due by the Customer
	Less than 1 h*.	cancellation charges representing 100% of the price including tax of the service are due by the Customer
	No-show at time of departure	cancellation charges representing 100% of the price including tax of the service are due by the Customer
<i>Privatization of a boat intended for a "Regular cruise"</i>	More than 72 h	No charge for cancellation
	Between 72 and 2 h	cancellation charges representing 20% of the price including tax of the service are due by the Customer
	Less than 2 h	cancellation charges representing 100% of the price including tax of the service are due by the Customer
	No-show at time of departure	cancellation charges representing 100% of the price including tax of the service are due by the Customer
<i>Event-related cruises</i>	>D-15	No charge for cancellation
	<=D-15 and >D-7	cancellation charges representing 20% of the price including tax of the service are due by the Customer
	<=D-7 and >D-3	cancellation charges representing 30% of the price including tax of the service are due by the Customer
	<=D-3	cancellation charges representing 40% of the price including tax of the service are due by the Customer
	No-show at start time of the service	cancellation charges representing 50% of the price including tax of the service are due by the Customer

(*)Deadline brought to 1 hour 10 minutes for transactions completed by Internet

It is stipulated that the charges for cancellation mentioned above are those corresponding only to cancellation of the service of transport and/or availability of the boat within the framework of private bookings, to the exclusion of expenses for the services eventually associated (caterer, activities on board...) with the private booking, which are billed in addition based on the conditions made known to the Customer in the estimate provided beforehand. Charges for cancellation will be deducted from the amount of the deposit and/or any other payment that has already been made.

6.1.2 Partial cancellation (tickets for a "regular cruise" open to the public)

The Customer may proceed with partial cancellation (understood as the decrease in the number of passengers initially specified for the order) of his reservation or of his tickets under the following conditions:

Deadline for notification of partial cancellation to Batorama (with respect to the departure time or the start of the service)	Charges for cancellation
More than 24 h	No charge for cancellation
Between 24h and 1 h*	<ul style="list-style-type: none"> If the cancellation involves less than 10 places: No charge for cancellation If the cancellation involves 10 or more places: cancellation charges representing 20% of the price including tax of the places cancelled are due by the Customer
Less than 1 h*.	Cancellation charges representing 100% of the price including tax of the places cancelled are due by the Customer
No-show at time of departure	Cancellation charges representing 100% of the price including tax of the places not occupied are due by the Customer

(*)Deadline brought to 1 hour 10 minutes for transactions completed by Internet

Charges for cancellation will be deducted from the amount of the deposit and/or any other payment that has already been made.

6.2. Cancellation or partial circuit due to BATORAMA

6.2.1. Total cancellation of the planned circuit

In case of cancellation of all of the services by Batorama or the impossibility of navigation, other than in a case of force majeure, BATORAMA offers, at the choice of the customer:

- For a ticket for a "regular cruise" open to the public: another departure for a similar circuit, an "open" ticket (pass for a ticket to be used within a period determined by Batorama and of a minimum of three months) or reimbursement in full.
- For a private booking: another departure for a similar circuit for a date and time to be determined based on availability or reimbursement in full.

BATORAMA will not be held responsible for any direct or indirect losses resulting from this cancellation or impossibility of departure.

6.2.2. Navigation of part of a circuit

In case of the impossibility of completing the planned cruise, for any reason at all (mechanical failure, rise in water level, bad weather, administrative interdiction, etc.) – other than in a case of force majeure – , a reduction in the price will be applied to the Customer on a prorated basis based on the trip completed.

6.2.3. Conditions of reimbursement

No direct reimbursement is possible at the ticket window. Any reimbursement requested by the customer is obligatorily done by written request sent by the postal service or delivered, within a maximum period of one month after the date of the service, by using the form provided by the personnel of BATORAMA or made available at the ticket window; this completed form must be accompanied by the original ticket. No request for reimbursement will be taken into account after this deadline.

7. Protection of personal information

In order to process orders and offer its services, BATORAMA electronically processes the personal information of the customer which is collected at the time of registration on the Site and/or for any ticket purchase. Information relative to the collection of personal data is accessible in its entirety in the "Policy on confidentiality" section of the Internet site.

8. Miscellaneous

BATORAMA reserves the possibility of modifying the present terms and conditions at any time, and the new version shall be applicable to contracts established after these terms and conditions have been posted. The present terms and conditions prevail over any other provisions appearing in the documents sent by the customer.

9. Disputes

Only French law is applicable. Any dispute regarding the Port autonome de Strasbourg (autonomous port of Strasbourg) shall come under the jurisdiction of the courts of Strasbourg. In case of a customer who is a consumer or non-professional, the competent courts of their location of domicile may be chosen as an alternative.