

booking terms & conditions

When you book a travel project or holiday with us, you enter into a contract with Asia Adventures Co. Ltd., Phnom Penh, Cambodia (hereinafter referred to as 'Asia Adventures'). These terms and conditions form the basis of your contract. You should read these terms and conditions carefully, particularly as during this trip you may be exposing yourself to an element of personal risk and a number of these conditions restrict or exclude Asia Adventures' liability for such risks. If you consider any of these terms unreasonable, please do not hesitate to contact Asia Adventures to discuss them.

1. Booking & Contract

To secure your booking, you must complete the Asia Adventures Email Booking Form. A Booking Form will be sent to you at the same time as your Confirmation Invoice. When you send the booking form you (and any other person on whose behalf you send) agree to accept all of these conditions. You also warrant that the information given by you on the booking form is complete and true. If you make a booking more than 6 weeks before departure, you must pay a 20% deposit (minimum \$250), within 10 working days of the Confirmation Invoice being issued. Flight reservations made by Asia Adventures on your behalf must be paid for in full a minimum of one week prior to the ticketing date which will be determined by the airline or consolidator through whom the ticket is being sourced, and will be advised to you. The remaining balance will be due at least 6 weeks before departure. If you book within 6 weeks of departure the full balance is due immediately. Please note, if you fail to make any payments when due, we have the right to treat your booking as cancelled by you and to levy cancellation charges as set out in clause 5. No reminders need be sent. When you make a booking and it is accepted by us, a legally binding contract is made. A contract will exist as soon as we receive your completed email Booking Form. Asia Adventures will only confirm your booking once your deposit has been received. Please check your Confirmation Invoice together with all tickets and other documentation carefully as soon as you receive them and contact Asia Adventures if you think any details are incorrect. We regret we cannot accept responsibility if you fail to notify us of any problems straight away.

2. Nature of Holiday & Risks

(i) Your booking is accepted on the understanding that you recognise and accept the risks and hazards that are inherent in travel of this nature, such as injury, disease, loss or damage to property, inconvenience, and that there is a requirement for a degree of flexibility. The details given in your itinerary must therefore be taken as an indication of what should be accomplished on the holiday and not as a contractual obligation on the part of Asia Adventures. Changes to the itinerary en-route may be caused by local political factors, flight cancellations, weather conditions, mechanical failure, border restrictions, sickness or any other unforeseeable circumstances. It is a fundamental condition accepted by sending the Booking Form that you accept a degree of flexibility to the itinerary and acknowledge that delays and alteration and their results, such as inconvenience, discomfort or disappointment are possible.

(ii) Awareness and understanding of local laws, customs, social and religious sensitivities, and relevant etiquette can significantly help to diffuse the potential misunderstandings which give rise to some of the issues highlighted in 2(i). Asia Adven-

tures strongly advises you to prepare yourself thoroughly through background reading and any other means before your travel project or holiday commences, and we will offer any assistance in advising you of suitable reference material. We believe this will improve your ability to deal with any problems that you may encounter and will significantly enhance the enjoyment of your visit.

3. Passport, Visas & Health

(i) General advice concerning passport, visa and health requirements is available on Asia Adventures' website and will be sent to you in your 'Travel Pack' after confirming your booking. However, such requirements are subject to change and you must check current requirements before departure. It is your responsibility to obtain all documents required for your holiday, to ensure that these are in proper order and to take them with you. Asia Adventures will not be liable if you fail to do so and you will be responsible for meeting any additional cost incurred by reason of such failure. If you choose to obtain a visa 'on arrival' for those countries that allow this process, Asia Adventures is not liable in any respect if, for whatever reason, you are refused a visa and cannot enter the country and continue your travel plans.

(ii) All international flights must be re-confirmed by you by telephone in person to the airline on which you are booked, or through a participating agent of that airline, at least 72 hours prior to departure. Asia Adventures will not be liable for your failure to do so.

(iii) Clients must make known to Asia Adventures any medical ailments or physical weaknesses that may jeopardise your own safety or that of other members of your party, including your guides and leaders, especially where a physical adventure activity is involved.

(iv) Before travelling, you must check with your doctor which inoculations, malaria prophylactics or other medical precautions you should take for a visit to the country in which your holiday will take place, and it is your responsibility to follow that advice.

4. The Price of Your Holiday

Asia Adventures reserves the right to notify you of an increase in any advertised price before accepting your booking. However, the price of your holiday may be subject to change after your booking has been accepted. The price may be subject to a surcharge in certain limited circumstances, including to reflect increases in transportation costs (such as fuel and air fares), dues, taxes, fees chargeable for services (including landing taxes and embarkation or disembarkation fees of ports and airports), Government action, or adverse exchange rate variations. Any such surcharges will be notified to you by a revised invoice. Where such surcharges would increase the actual price shown on your Confirmation Invoice by an amount greater than 15% you reserve the right to cancel your booking within 14 days of the date of issue of such a revised invoice and a full refund of all payments to Asia Adventures (less money transfer charges), except for any amendment charges previously incurred, shall be made.

5. Changes or Cancellation by You

If you wish to make any significant changes (e.g. a pre-departure change of your destination area, of your accommodation, or of your time of departure or return by more than 12 hours) to your booking after a contract has come into existence, we

will endeavour to assist if we can. For changes requested more than 6 weeks before departure, an administration fee of \$50 will be payable if we can make the change, together with all communication and other costs incurred. For changes requested less than 6 weeks before departure, the cancellation charges set out below will be payable. We will treat the changed arrangements as a new booking. Cancellation charges will not, however, be payable where the change is to substitute a party member where the original party member is prevented from travelling (e.g. due to personal illness or serious illness of a close relative, Jury service, redundancy or unavoidable work commitments) and the request is made in writing at least 28 days before departure. In this situation, you must provide documentary proof of the reason for the transfer (such as a Doctor's Certificate) and pay a fee of \$50 per person to cover our administration costs together with any charges our suppliers impose as a result of the substitution. Please note: most flight tickets cannot be transferred to another person without first cancelling and rebooking, incurring cancellation charges and/or the cost of a replacement ticket. In such cases we cannot guarantee the availability of the same flight arrangements. All cancellations must be advised in writing either via i) email from the email account which was used to confirm the booking, or ii) in writing and signed by the person who confirmed the booking, and emailed/sent to Asia Adventures. Cancellation charges to compensate us for our estimated losses and expenses are calculated from the date we receive your written notification. We therefore strongly recommend that it be sent by recorded delivery, or you contact Asia Adventures to ensure your cancellation notification has been received. The charges are as set out below and are shown as a percentage of the total holiday cost excluding any amendment charges and any bank charges which are not refundable in the event of your cancellation.

| Period within which notification received by us | Cancellation Charge |
|-------------------------------------------------|---------------------|
| More than 41 days | deposit only |
| 41 - 29 days | 50% |
| 28 - 10 days | 75% |
| Less than 10 days | 100% |

Money transfer charges will be added to the above

If some but not all party members cancel, additional charges may be payable by the remaining members, e.g. under-occupancy surcharges. Please note: if the reason for your cancellation is covered under your travel insurance policy you may be able to reclaim these charges.

6. Changes by Us

Great care is taken to ensure that the information and prices sent out to you are accurate at the time of issue. However, due to the rapidly changing social, political and physical environments prevalent in all developing countries and particularly in South East Asia, we must reserve the right to make changes to holidays and publicised details both before and after your booking is confirmed. Changes are treated as either 'significant' or 'minor'. A significant change is a pre-departure change of your destination area, of your accommodation, or of your time of departure or return by more than 12 hours. A minor change is any other change. We have the right to make minor

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changes at any time and we will notify you of them at the earliest possible date. In the case of such changes there is no entitlement to cancel without penalty (see clause 5) and we are not obliged to pay any compensation. If we have to make a significant change, we will advise you as soon as possible and offer you the choice of: a) accepting the change arrangements; or b) requesting a change to your booking to an alternative available facility (with you paying the difference if it is more expensive or receiving a refund if it is cheaper); or c) cancelling your holiday and receiving a full refund of all payments made to us (less money transfer charges). These options are not available if the significant change arises due to reasons of force majeure (such as those described in clause 8). In the unfortunate event that a flight is delayed during your holiday the individual airline policy will apply.

7. Cancellation by Us

Asia Adventures reserves the right to cancel a holiday. If we have to cancel for some reason other than failure to pay on your part, we will offer you the choice of purchasing another holiday from us (with you paying any difference if it is more expensive or receiving a refund if it is cheaper), or receiving a full refund of all monies paid to us (less money transfer charges). Holidays may operate subject to a minimum number of bookings. We will not however, cancel for lack of numbers less than four weeks before departure. Very rarely, we may be forced to curtail your holiday after departure where a 'force majeure' situation (such as those described in clause 8) arises. In this situation, we regret that we cannot make any refunds, pay any compensation or be responsible for any cost or expenses incurred by you as a result.

8. Force Majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reasons or circumstances amounting to 'force majeure'. Circumstances amounting to 'force majeure' include any event which we or the supplier of the service(s) in question could not, even with all due care, avoid such as, for example, war or threat of war, civil strife, government intervention, natural or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire and similar events.

9. Dealing with Complaints

Most problems can be sorted out straight away if we know about them. If you have a complaint, you must advise your guide or representative straight away. You must also immediately inform the relevant supplier (e.g. hotel). If there is no guide or representative present and the problem is a serious one which cannot be resolved to your satisfaction, you must contact the office of our local representative or if there isn't one, ourselves direct using the emergency contact telephone number enclosed with your travel documents. If

you wish to follow up your complaint, you must write within 28 days of our services to you ending to Asia Adventures at the address below quoting your booking reference number. We will then investigate your complaint. We regret we cannot accept any liability in relation to any complaint or problem if you fail to notify us strictly in accordance with this paragraph.

10. Behaviour

Due to the nature of travel in an unfamiliar environment, particularly in developing countries, it is imperative that you follow the instructions of your tour guide(s) at all times that they are with you and their advice when they are not. If in the opinion of ourselves, any accommodation manager or other person in authority you are behaving in such a way as to cause danger, distress or annoyance to others, or damage to property, or commit any illegal act, your holiday arrangements may be terminated by either ourselves or the supplier concerned. In this situation, we will have no liability to you and will not be responsible for making any refunds, paying any compensation, or meeting any cost or expenses you incur as a result. Further, you must meet any expenses we incur as a result of your behaviour. The above also applies if a person in authority asks you to leave the tour as in their opinion it is considered your well-being will be put at risk by continuing with the trip.

11. Travel Insurance

Asia Adventures recommends that you have adequate travel insurance before joining the booked itinerary. By sending the email Booking Form you acknowledge that Asia Adventures has advised you and your travel partners that adequate travel insurance is recommended for the duration of your trip. The insurance should include adequate cover for personal accident, medical expenses, injury, death, and emergency repatriation. Insurance should also provide cover for cancellation or curtailment of your holiday as well as interruptions, delays, and lost/stolen/damaged personal property. You should also ensure that there are no exclusion clauses limiting protection for any dangerous or unusual activities that you might be involved with. Your insurance policy document is as important as your passport and should be carried with you throughout your holiday. If you commence your itinerary without adequate insurance you may be disallowed from continuing without the right of refund. You are solely responsible for arranging your own insurance and you should ensure that you are covered for the full duration of your itinerary. All baggage and personal effects are at all times at your own risk. We will not be responsible for any loss, damage, or accident to any luggage and property, howsoever incurred.

12. Data Protection

Asia Adventures takes full responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to all the information you provide being passed on to our suppliers, wherever they

may be based. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

13. Limit of Liability

It is important for you to understand that by booking and participating in a Asia Adventures prepared travel itinerary that you are accepting certain risks, and that you are personally responsible for being in sufficiently good health (both mentally and physically) to undertake the booked activities, and that you agree to obey all reasonable instructions of any supplier and its staff. By confirming your booking with Asia Adventures you certify that you do not knowingly have any physical, mental, or other conditions of disability that would create a risk for you or other travellers. Where Asia Adventures does not directly provide services it is acting only as an agent for suppliers in selling travel related services, or in accepting reservations or bookings for those services (such as hotel accommodation, transport, meals, activities etc.). As such Asia Adventures shall not be liable for: breach of contract; failure to comply with any laws; or any intentional or negligent actions, omissions, or defaults, on the part of such suppliers, which result in any loss, damage, delay, inconvenience, injury or death to you or your travel companions. By sending the Asia Adventures email Booking Form and making any payment for a Asia Adventures prepared holiday, excursion, expedition, or other activities, you are voluntarily releasing Asia Adventures and all those involved with it from any and all liabilities because you are assuming the risks yourself. You agree that as you are voluntarily travelling to areas which may be remote or foreign, and which may not be operated nor maintained to the standards to which you are accustomed, certain additional risks, dangers, and inconveniences including, but not limited to: forces of nature; terrorism; civil unrest; wild animals; hotels and other accommodations; airplanes; vehicles; taxis; boats; roads; walkways; trails; and other means of conveyance; may be involved. Your accept that you are aware that medical services or facilities may not be readily available during all or part of the trip. This includes emergency medical care, presence of physicians, and adequate medication. In addition, Asia Adventures assumes no responsibility for medical care or any special medications or dietary requirements you may have. By embarking upon the travel that Asia Adventures has arranged, you voluntarily assume all risks involved in such travel, whether expected or unexpected, and you hereby expressly agree to hold Asia Adventures and its employees, officers, directors, associates, and affiliated companies, harmless against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which you may now have or which may hereafter arise out of or in connection with any trip or participation in any activities arranged by Asia Adventures related to the negligence of said persons.

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