

Booking Agreement Condition

This is enter into on day 22 Apr 2019

After discussion, we are **Macco Polo Travel Vietnam** as **party A**

Add: R 107B, N14, 49 Nguyen Khoai street , Hanoi , Vietnam

Note: Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us. We strongly recommend that you also read the Trip advisor Information relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

1. Our contract

All bookings are made with Macco Polo Travel Vietnam (us/we). Acts as an agent on our behalf. By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates and itineraries on the website are valid until 31 December 2019. Beyond 31 December 2019 dates and itineraries are indicative only.

3. Deposit requirement

You are required to pay a non-refundable deposit of \$100- 400 per person per trip for your booking to be confirmed. If your booking is made within 56 days of the departure date then the full amount is payable at the time of booking. Please note that different deposits amounts are required for selected trips including 1 day or multi day tours

4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 30 days of departure the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 16 days before the departure date. Please note that full payment is required earlier. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

5. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates of 2018; note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges up to 16 days before departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.

6. Your details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

7. Cancellation by the traveller

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

If you cancel a trip:

- 56 days or more prior to departure, we will retain the deposit;
- between 31 and 55 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- 20 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

Note that: You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

8. Cancellation by us

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Booking amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 56 days prior to the proposed departure date. A fee of \$200 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 56 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur an \$130 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

10. Inclusions

The land price of your trip includes:

- all accommodation as listed in the Trip Itinerary Information
- all transport listed in the Trip Itinerary Information
- sightseeing and meals as listed in the Trip Information
- the services of a group leader as described in the Trip Information

11. Exclusions

The land price of your trip does not include:

- international or internal flights unless specified
- airport transfers, taxes and excess baggage charges unless specified
- meals other than those specified in the Essential Trip Information
- Visa and passport fees
- travel insurance
- Optional activities and all personal expenses

12. Age & Health requirements

Minimum Age: For the majority of our trips the minimum age is 15 at the time of travel. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Please note we cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

Variations: A minimum age of 18 applies to many Overland adventures, while a lower minimum age applies to Family trips and Short Break Adventures. Please check with your consultant at the time of enquiry. All bookings for our Family trips must include a child under the age of 18.

Maximum Age: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

You must be older than 18 years and younger than 30 years on day 1 of your trip to travel on our 18 to 29s Adventures.

13. Small groups & combination trips

At times we can have groups with small numbers of travellers. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking.

14. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

15. Travel insurance

Travel insurance is mandatory for all our travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. We also strongly recommend You can buy, extend and **claim online** even after you've left home. Recommended by Lonely Planet, World Nomads **travel insurance** is available to people from over **150 countries** and is designed for **adventurous travelers** with cover for overseas medical, evacuation, baggage and activities such as **bicycle touring**. You must provide your travel

insurance policy number and the insurance company's 24 hour emergency contact number on the first day of your trip; you will not be able to join the trip without these details. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

16. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

17. Change of itinerary

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itineraries such as visas, vaccinations or non-refundable flights.

18. Authority on tour

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

19. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

20. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

21. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

22. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

23. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

24. Applicable law

The laws of Vietnam govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Hanoi, Vietnam

Marco Polo travel Vietnam