

Tour Booking Terms & Conditions.

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 Essential Trip 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.

All of the payment must be completed online prior to the tours. After you have confirmed your tour and its date, a payment instruction e-mail will be sent to you soon. Please follow the instruction and fill in your credit card information to complete the payment.

1. Our contract

All bookings are made with Soutchai Travel Company Limited (us/we). 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 are valid until 31 December 2018. Beyond 31 December 2018, dates and itineraries are not finalized.

3. Deposit requirement

All reservations require a minimum deposit of 50% of your total tour price up to 60 days in advance. Reservation requested less than 60 days will require full payment on confirmation of service from us. A reminder for "final payment due" will be e-mailed to you 15 days prior to the due date.

4. Forms of Payment

We only accept credit card payments as form of payment. We accept Visa and Master card. Providing Credit Card information within our online reservations system should be safe and secure. The reservations check out is processed through a reputable third-party vendor. Please ensure you are following safe online practices. For more information, see: <https://smartasset.com/personal-finance/10-tips-for-secure-online-transactions>.

5. 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.

6. Prices & Processing Fee

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. Please note that a processing fee will be applied to all purchases made by credit card. This fee will be non-refundable.

7. 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.

8. Refund Policy

- Processing fees are non-refundable
- 60 days or more prior to departure, we will retain 10% of full deposit amounts was made.
- Between 25 and 45 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- 15 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

9. 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:

- Processing fees are non-refundable
- 60 days or more prior to departure, The deposit is refundable;

- Between 25 and 45 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- 15 days or less prior to departure, no refund as the trip fees are non-recoverable

Note that different cancellation conditions including higher charges apply to some type of trips and additional services. Your booking consultant will advise if differences apply and details can be found in the Essential Trip Information relating to your trip. 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.

10. Cancellation by us

We may cancel a trip at any time up to 60 days before departure, subject to clause 14. 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.

11. 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 60 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 60 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 \$100 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.

12. Inclusions

The land price of your trip includes:

- All accommodation as listed in the Essential Trip Information
- All transport listed in the Essential Trip Information
- Sightseeing and meals as listed in the Essential Trip Information
- The services of a group leader as described in the Essential Trip Information

13. 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

14. 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.

15. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. This means 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.

16. 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 Essential 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 that prevent you from continuing with the trip.

17. 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 it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; you will not be able to join the trip without it

18. 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.

19. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your 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 itinerary such as visas, vaccinations or non-refundable flights.

20. 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.

21. 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.

22. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and

- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

23. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

24. 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.

25. 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.

26. 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 license to use such images for publicity and promotional purposes.

27. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip. We may also use this personal information or to send you marketing material in relation to our events and special offers and, if you do not fully complete any subsequent or additional booking with us, to contact you by email or by telephone (including by SMS) to remind you that you have an incomplete booking and prompting you to visit our website to complete your booking. 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).

28. Applicable law

The laws of Lao P.D.R 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 Lao P.D.R

29. Registered address

Nokeokoummane Rd, Ban Mixay, Chanthabouly District, Vientiane, Laos.