

# TERMS AND CONDITIONS

## 1. RATES CONDITIONS

- (a) Rates are net per person based on double sharing occupancy.
- (b) Rates are non-commissionable.
- (c) General cruise terms & conditions apply.

### 1.1. Single Room Supplement

A Supplement of 60% on rate per person applies.

### 1.2. Children Rate

Children rate applies to children aged between 6 and 12 years. Maximum one child below 12 is allowed to share bedding with one parent at 60% of net rate per person (double occupancy sharing). Children under 6 years old are not advised on board for safety reasons.

#### NOTES:

- The rate for children applies to one child sharing cabin with two adults.
- Full rate applies to the first child sharing one cabin with an adult.
- Passengers under 18 years old are only allowed on board accompanied by a passenger who are over 18 years old. Victoria Mekong Cruises is not responsible for the safety of children on board. Parents are fully responsible for their children and must supervise them at all times.

### 1.3. Extra Bed

Extra Bed: 75% of net rate per extra person. Available on request in all cabin categories.

### 1.4. Inclusions & Exclusions

#### 1.4.1. Included in all itineraries:

- Accommodation on ship
- Welcome drink
- Breakfast, lunch, dinner on full sailing days or as in program
- Free flow of soft beverages all day (mineral water, soft drinks, tea, coffee), local beers
- Free flow of house wine by the glass during lunch and dinner
- Daily signature cocktail from 18:00 to 19:00
- Complimentary refillable bottles (one per passenger) with water stations on all decks
- Transfers to/from meeting point/ship if included in program
- Group offshore excursions included in program
- All entrance fees during offshore excursions
- Transportation during offshore excursions
- Tour guides services (English speaking) during cruise
- Onboard entertainment
- Internet throughout the boat (subject to cellular network signal)
- Additional complimentary room benefits subject to room category
- Insurance (passenger liability)
- Taxes, Fuel, River Pilots, local anchorage fees
- Ship crew gratuities

#### 1.4.2. Only included in Upstream 1 (HCMC – Phnom Penh) and Downstream 1 (Phnom Penh – HCMC):

- Transfer by road one way between Ho Chi Minh City (pick up/drop off at EMM Hotel Saigon) and Can Tho Harbor
- Lunch at Le Longanier Restaurant, including 01 soft drink or beer per person

#### 1.4.3. Excluded in all itineraries:

- Port tax per passenger levied by Vietnam and Cambodia Port Authorities, subject to any change by the Port authorities

- Tour guide gratuities
- Visa fees
- Private transfers and any other transfers not in program
- Optional excursions (such as Excursion to Tra Su Bird Sanctuary in Chau Doc)
- Personal expenses and purchases
- All further beverages, premium wines and spirits
- Ancillary services not mentioned in program such as Massage services
- Fuel surcharges if any
- Medical services
- Telephone expenses

### 1.5. Booking policy

- Booking may be held up to 90 days before departure without financial commitment.
- From 90 days prior to departure a non-refundable 20% deposit is required against each passenger individually to secure the allocation.
- Full payment is required minimum 60 days before departure.
- If booking is made less than 60 days prior to departure full payment is required at time of reservation.

### 1.6. Payment Policy

- Any fees related to extra services not mentioned or included in detailed services (cruise programs) of The Ship must be paid on the spot by the clients themselves or by The Client according to their own arrangements.
- All payments must be settled in **VND** or **USD** by a bank transfer to the bank references stipulated on the invoice, not inclusive of any bank charges.
- All the bank charges must be settled by The Client.

### 1.7. Cancellation

#### 1.7.1. Cancellation by passenger

- Confirmed bookings must be cancelled in writing (email) only and this will only be effective once the written cancellation is confirmed.
- Booking amendments must be submitted in writing and will only be effective once confirmed.
- For cancellations of bookings, the following charges apply.
  - o Prior to 90 days before departure: no charge
  - o 90 days to 61 days: loss of deposit (20% of total amount)
  - o 60 days to 31 days: 50% of total costs
  - o Less than 30 days or no-show: 100% of total costs

If deposit and final payment are not made based to the due dates mentioned in the confirmation or on payment reminders VMK reserves the right to release the booking without any claims for compensation.

#### 1.7.2. Cancellation by The Ship (bad weather)

- Before departure from (none of the services have been used): 100% refund.
- During the trip (some services have been used: transfer, lunch, day trip) used services will be charged, the rest will be refunded.
- The final cost will be confirmed via email.

### 1.8. Refund Policy

Only refund to same bank account or credit card as used for payment. In the event of cancellation wire fees & credit card fees will be deducted when calculating refunds.

### 1.9. Tour Guide Policy

- VMK's guide services are offered FOC in English language. Tips to guides are not included in Cruise package rate and are at the passengers' discretion. Common practice is 3 to 5USD/ person/day.
- Tour Guides with other languages can be provided at an extra cost. Contact us for more details.
- Tour Guides expenses:

Rates	Benefits		Rate per night in USD	Remarks
	Room	Meals		
<b>Guide</b>	Sharing crew quarters	At staff canteen	50USD	Subject to room availability
<b>Tour Leader</b>	In 1/2 TWN room	At restaurant	120USD	Subject to room availability Upgrade to SGL room if available
<b>Tour Leader</b>	In SGL room	At restaurant	20% discount on contract rate	Subject to room availability

### 1.10. Passenger Data

In order to conform to the local regulations and to provide the best level of service, VMK requires to receiving passenger data and details 30 days before Departure.

- Passport soft copy
- Hotel information if available
- Flight details in case of airport pick up
- Special Requirements
- Contact number in Vietnam of passenger or Guide in case of emergency
- Email address

In case submission of the documents is delayed, VMK reserves the right to apply a service charge per passenger or to refuse the guest's boarding with full cancellation charge.

### 1.11. Amendment policy

**1.11.1.** Change of departure date or change of cabin type (downgrading from higher to lower category) allowed with the following conditions:

- At least 91 days before departure: no penalty
- Between 90 and 60 days before: a penalty equivalent to 20% of total cost per person will apply
- 60 days to 31 days: a penalty equivalent to 50% of total cost per person will apply
- No change allowed within 30 days from departure

**1.11.2.** Other changes:

- Change of passenger names within 60 days of departure will be subject to a \$25 penalty (or its equivalent in VND) amendment charge per passenger
- No amendment charge for the upgrading of cabins to a higher category in the same itinerary, difference between original and prevailing rate will be charged
- No amendment charge for additional passengers within the same cabin, charged at original rates
- For any split-off and new cabins, the new cabin will be considered as new booking at prevailing rates

### 1.12. Fuel surcharge

Within the ticket price fuel costs have been calculated on average prices as of the publication of this document. Should fuel prices rise by more than 10% the company will be entitled to impose a fuel supplement equivalent to the amount by which the fuel price exceeds the price allowed for in the contract.

## 2. GENERAL TERMS & CONDITIONS

### 2.1 Alteration to schedule and itinerary

Though every effort will be made to ensure that the published itinerary is followed as closely as possible, given uncertain river and other local conditions, all schedules and itineraries may be subject to alterations and delays at short notice.

### 2.2 Change of point of embarkation / disembarkation

Should it prove difficult to embark or disembark passengers at the scheduled points, VMK is not liable to bear any extra cost of transporting passengers to and from the revised point of joining the cruise or disembarking. Any reason for changing the points of embarkation or disembarkation cannot count as a reason for cancelling this contract.

### 2.3 Maintenance

As per Vietnamese and international regulations, the ship will undergo a 6 to 8 weeks dry dock period for maintenance, during the low season. During that period, the ship will interrupt operations. Maintenance period is indicated in Contracted Rates.

### 2.4 Dietary needs

VMK should be contacted at least 30 days prior to embarkation regarding travelers' specific dietary needs. While every effort will be made to cater to special dietary needs, and to accommodate special requests, they are on request and cannot be guaranteed.

### 2.5 Passengers insurance

Passengers must be fully insured to cover any risk of medical expenses and repatriation and VMK is in no way responsible for such liabilities. Medical bills incurred whilst on a VMK ship for doctor's attendance, drugs supplied, and any other medical facilities provided by VMK for the passenger shall be recharged to the passenger.

### 2.6 Loss & damage

VMK accepts no liability for the loss or damage to passenger's property whilst on board the vessel.

### 2.7 Cancellation by the Ship

In the event that we are unable to provide cruise services to passengers with confirmed bookings or departures where occupancy is less than 5 cabins, VMK reserves the rights to cancel the journey giving all passengers with confirmed bookings 30 days prior notice of this intention. An alternative cruise vessel (similar itinerary and ship category) or an alternative departure date will be offered subject to availability. Any surcharges or difference in cruise prices will be borne or reimbursed by VMK. If this alternative date or the alternative vessel is not acceptable to the passenger any down payments made for the cancelled cruise will be refunded. In the event that a passenger has cancelled and paid cancellation fees and VMK subsequently cancels that departure then any cancellation fees (and down payment) will be refunded in full on the request of the passenger.

### 2.8 Change of cabin category

VMK reserves the right to change a cabin billed with 60 days' notice and in the event that a passenger is downgraded to a cheaper cabin then the difference in cost between the cabins will be refunded to the passenger's agents.

### 2.9 Insurance coverage

VMK has arranged Public and Products Liability Insurance through renowned insurers that cover all cruise related activities following international standards of quality in terms of scope of cover and limit of indemnity. A summary of insurance cover in place is available upon request.

### **2.10 The Ship's responsibilities**

Apart from the accommodation and services directly operated by VMK, the Cruise Company does not own or operate all of the transport or other facilities used in connection with its cruise program. VMK therefore cannot accept liability for negligence of the staff of these organizations. VMK makes arrangements with transportation companies, local boats and other independent parties to provide the travel arrangements included in the Cruise package. These parties are independent suppliers over whom VMK have no direct control. VMK is not liable in the event of any failure by any person or VMK to render any transportation or other travel service to be provided on the journey, or for expenses incurred due to delays caused by the weather, strikes, war, civil disturbances, natural disasters, flight delays, government actions, mechanical failures or any act of God. VMK cannot assume any responsibility for flight delays, cancellations or missed connections and are not liable for any expenses or consequences resulting there from, and such expenses shall be borne by the client. The participant waives any claim against VMK for any damage to, or loss of, property, or injury or death, due to any act, or negligence of any airlines, surface transportation companies, hotels' partners or any person rendering any of the services included. In case of death or injury, loss or damage to property on board a means of transportation not owned and managed by VMK, the passenger accepts to waive any right of action against VMK since any claim shall be solely pursued against the owner of the vehicle, according to the law of the country in which these services are rendered. VMK cannot be held responsible for any claim, losses, damages for delay of baggage or other properties, inconvenience, loss of enjoyment, upset and disappointment, distress or frustrations, whether physical or mental, resulting from any act or omission of any independent party providing services. VMK shall take all reasonable steps to ensure that organizations providing services maintain standards which are acceptable within the norm in each locality.

### **2.11 The Passengers' responsibility**

Travelers have responsibilities toward both their fellow passengers and VMK's crew. Every passenger should review the conditions contained in the trip itinerary, observe all safety requirements on board and on excursions, and act in an appropriate and respectful manner toward the crew members and their fellow travelers.

### **2.12 Baggage, valuables & other possessions**

All Baggage must be securely packed and distinctly labeled with Passenger's full name, the name of the Vessel, and the cabin number of Passenger and the sailing date of the Vessel. Under no circumstances may dangerous articles such as firearms, explosives, oxygen or combustible substances, alcohol, drugs, illegal substances, or dangerous goods be taken aboard the Vessel. Any such item shall be surrendered to the Captain of the Vessel at embarkation, and may be disposed of in the sole discretion of the Captain. Hand or unlocked luggage, breakables and valuables, including but not limited to jewelry, money, precious stones, securities, financial instruments and/or tickets, must be hand-carried by Passengers on and off the Vessel. Company shall not be responsible for loss or damage to such items.

### **2.13 No liability for loss / damage to property**

VMK provides safekeeping for valuables aboard the Vessel and shall not be liable for any loss of or damage to money, jewelry, precious stones, securities, financial instruments, tickets or other valuables unless they have been delivered to the Ship Manager and a receipt issued. VMK shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the river, and other acts-of-God are not reimbursable.

### **2.14 Tour Guides**

During the river stops VMK provides a guide service in the English language. Foreign language guides must be pre booked and there may be extra charges for this. Personal guides must be booked at normal rates in passenger accommodation.

### **2.15 Itinerary / right to change**

VMK will make every reasonable effort to undertake the advertised and any other agreed and offered sailings but no sailings are guaranteed and sailings may be altered, delayed, amended, or cancelled subject to circumstances. If the performance of the proposed voyage is hindered or prevented (or in the opinion of VMK is likely to be hindered or prevented) by high or low water levels, docking difficulties, weather condition, breakdown of the Vessel, congestion, or any other cause whatsoever or if VMK considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or to be likely to delay her, Passenger and his/her property may be landed at any place which VMK or the Captain of the Vessel in his or her discretion may reasonably decide upon, at which place the responsibility of VMK shall cease and this contract shall be deemed to have been fully performed, or if Passenger has not embarked, VMK may cancel the proposed voyage and shall refund Passenger money or fares paid in advance. VMK reserves the right at its sole option and discretion, without any liability for damages or refund, of any kind to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to VMK or not, and to cause Passenger to disembark from the Vessel temporarily or permanently. VMK may for any reason whatsoever cancel any sailing or terminate the Contract at any time before departure of the Vessel, and in such event, VMK's only liability will be to refund to Passenger the amount it has received for the Contract. For purposes of assisting other vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change any ports of call, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and or other means of transportation whether belonging to VMK or not, cause Passenger to disembark the Vessel temporarily or permanently, and Passenger shall have no claims against VMK in such circumstances.

### **2.16 Health & security / indemnification by Passenger**

Access to the ship at certain river stations can be difficult, with steep and sometimes slippery river banks. Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that she/he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers. VMK and the Captain of the Vessel, without liability, at any time, may refuse to transport or may land any Passenger at any port or place, or transfer Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Vessel regulations or other causes rendering Passenger unfit to travel on the Vessel. If Passenger is refused passage or leaves the Vessel prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, VMK will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost. Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of VMK, impair the safety of the Vessel or inconvenience other Passengers. Passenger shall indemnify VMK for all penalties, fines, charges, losses or expenses incurred or imposed upon VMK or the Vessel by virtue of any act or violation of law by Passenger.

### **2.17 Passengers' restrictions**

Our Vessel is not be suitable for passengers with heavy mobility issues or serious health conditions and cannot accommodate wheelchairs on board. Passenger is required to advise VMK in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise. Passengers with mobility impairments requiring assistance must be accompanied by a person who is able to assist Passenger, on shore and on board the Vessel, and is responsible for providing Passenger all necessary aid and facilities. If any such condition arises after the cruise is booked, Passenger is required to advise VMK in writing immediately. VMK and all personnel aboard the Vessel shall have no liability to Passenger relating to such condition or its treatment.

### **2.18 No liability for medical treatment**

No staff doctors or nurses are employed by VMK on the Vessel. If Passenger requires medical attention during the trip, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. VMK shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by VMK, if Passenger is unable to request or authorize medical treatment and, in the opinion of the Ship Manager, medical attention is necessary, this will be arranged solely at the expense of Passenger and without liability to VMK.

### **2.19 Liability for loss of life or bodily injury**

If a Passenger is injured, becomes ill, or dies, or Passenger's property is lost or damaged, or Passenger and/or his/her property is delayed, VMK will not be liable to the Passenger for any damages unless the occurrence was due to the negligence of VMK or willful fault. VMK disclaims liability to the Passenger under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to Passenger caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; (ii) the result of Passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the Vessel. In no event will VMK be liable to Passenger for consequential, incidental, exemplary or punitive damages.

### **2.20 Force Majeure**

VMK shall not be liable in any way to the Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for VMK's failure to commence, perform and/or complete any duty owed to Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act-of-God, war or war-like operations, terrorist activities, civil commotions, labor difficulties, whether or not VMK is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather conditions, high or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of VMK.

### **2.21 Governing law & Jurisdiction**

The law governing the contract is the law of Vietnam. Any dispute, controversy or claim relating to the contract shall be resolved by one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the Vietnam International Arbitration of the Chamber of Commerce. The Arbitration shall take place in Ho Chi Minh City, Vietnam, and shall be held in English.