

# Monsoon Adventure

## Booking Conditions

### **Article 1 : Booking**

To make a booking you must complete the Booking Form. By completing the booking Form you agree with the booking conditions as described here. The booking is not accepted and no contract exists until the date shown on the confirmation/invoice issued by Monsoon Adventure.

The travel confirmation/invoice will in all cases be regarded as a written confirmation of the booking of the trip.

The traveler is responsible for the necessary identity and travel documents like passport, visa, etcetera.

The traveler is responsible for the necessary vaccinations and similar.

### **Article 2 : Payment**

#### Deposit Payment

When booking a trip a deposit payment of 25% has to be paid with a minimum of 125 Euro per person unless otherwise agreed on the booking form/travel confirmation/invoice.

If you book less than 6 weeks before departure, full payment must be made on booking.

#### Payment of Balance

Except if otherwise agreed on the booking form/travel confirmation/invoice the traveler has to pay the balance of the payment within 6 weeks of the departure date of the trip, after which the travel documents will be delivered to him the latest 1 week before the begin date of the trip.

If the traveler does not pay the balance of the trip cost within 6 weeks of departure date of the trip the booking will be terminated and the traveler will lose the deposit. In this case Monsoon Adventure has the right not to deliver the travel documents. The none-payment of the balance will be regarded as a termination of the contract by the traveler.

Our deliveries and/or performances are payable cash at our Head Office or at a Representative Office.

In case of none-payment on the due date the price will be increased with a compensation of 10% with a minimum of 75 Euro and this lawfully without a fault declaration being necessary. Besides this and also without a fault

declaration necessary, an interest of 1% per month is obliged by the traveler. Every month already begun will be considered as a full month.

### **Article 3 : Price**

The agreed price is fixed, all taxes included with exception of airport taxes which have to be paid locally, under reserve of the following.

The travel organizer can not increase the agreed price unless caused by a change in the currency exchange rates or in the tariffs of transportation.

Price increases and surcharges will be calculated according to the currency exchange rates or transportation costs which obtained when the brochures/web site(s) were produced on the following dates:

- currency exchange rates : 31 October 2008.
- tariffs of transportation : 31 October 2008.

In the same accordance a decrease will be done in case of a decrease in currency exchange rates or tariffs of transportation.

If the increase of the agreed price is more than 10% then the traveler can terminate the contract within 8 days of notification to him. In this case the traveler has only the right to the refund of already paid monies. The refund will be done within one month.

If before the beginning of the trip the VAT and/or other taxes imposed by the Government change, then the global price will be adjusted in the same proportion.

### **Article 4 : Amendment of Booking**

If you wish to change your booking in any way, the following fees will apply:

1. Transfer from one trip to another:

- Amendment request received by Monsoon Adventure 42 days or more prior to your original trip departure date : 75 Euro per person per change.
- Amendment request received by Monsoon Adventure less than 42 days prior to your original trip departure date : charges as per cancellation fees.
- If there has been any change in the price of the trip you change your booking to, since the time of your original reservation, the new trip price will apply to the new reservation. These fees are in addition to any charges levied by hotels, ground operators or airlines.

2. Changes to any other arrangements made in conjunction with your trip booking (e.g.: hotels, transfers, etc.)

- Amendments to any other arrangements made in conjunction with

your trip reservation will incur a 75 Euro administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines.

3. No amendments are permitted to your booking within 14 days of departure.

### **Article 5 : Transfer of Booking**

If you are prevented from traveling on the trip you booked, you may transfer your booking to another person provided they meet all the requirements relating to that trip. A transfer fee of 25 Euro will be payable, or 75 Euro if the transfer is less than 6 weeks before departure, and additional costs such as airline tickets and permit fees may also be payable.

In the event of you transferring your booking to another person, you are jointly and severally liable for payment of the trip price and other associated expenses.

### **Article 6 : Replacement Offer**

We will let you know as soon as we can if, through no fault of your own, we are forced to significantly alter or cancel your holiday. In these circumstances you can choose one of the following options.

- a) accept our offer of a replacement holiday of lower quality (if available) and we will refund the difference in cost; or
- b) accept our offer of a replacement holiday of equivalent or higher quality (if available); or
- c) ask us for a refund of the money you have paid.

Your decision about which alternative you accept must be made as soon as possible after we notify you. If appropriate we will also compensate you for the inconvenience unless the alteration or cancellation is because there are insufficient numbers to run the trip, or if the alteration or cancellation has come about because of unavoidable, unusual and unforeseeable circumstances beyond our control. In both cases we shall inform you 4 weeks prior to departure. If we cancel your trip, insurance premiums paid to us will be refunded, except in the case of annual insurance which has already covered a risk.

We strongly advise you not to incur any non-refundable incidental expenses, eg. for visas or flights, before we send you final confirmation of your trip.

### **Article 7 : Cancellation by the traveler**

If you cancel your booking after you have paid in full the following cancellation charges will be made:

- 42 days or more prior to trip departure : 25% of the total booking cost with a minimum of 125 Euro
- Between 41 and 15 days prior to trip departure : 50% of total booking cost with a minimum of 250 Euro

- 14 days or less before departure (or fail to join the holiday) :  
100% of total booking cost

These dates refer to our receiving notification of your cancellation. Notification of cancellation must be made to Monsoon Adventure in writing.

No refunds will be made if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of Monsoon Adventure if you are involuntarily forced to leave a trip for any reason. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilized. Please note that these conditions apply to Monsoon Adventure land content only. Different fees may apply to airline tickets.

### **Article 8 : Cancellation by Monsoon Adventure**

Monsoon Adventure reserves the right to cancel any trip before it is guaranteed to run, but will not cancel a trip less than 42 days before departure. Monsoon Adventure reserves the right to cancel any trip, including a guaranteed trip, at any time prior to departure due to terrorism, natural disasters, political instability or other external events which make it unviable for Monsoon Adventure to operate our planned schedule. If Monsoon Adventure cancels a group adventure trip on which you are holding a fully paid booking you may choose between an alternative tour or a full refund. The company is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable flights or loss of enjoyment, etc. If the alternative trip chosen is of a lower value than that originally booked then you are entitled to a refund of the price difference. If the alternative trip chosen is of a higher value then you will pay the difference in price.

### **Article 9 : Information**

A general indication is provided on our Web site of the itinerary for each trip, the type of accommodation used, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so.

### **Article 10 : Responsibility**

Any information or advice provided by Monsoon Adventure on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of Monsoon Adventure, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.

### **Article 11 : Changes**

If any significant changes to the trip have to be made before departure, we undertake to inform you, and you are entitled to the options detailed in Article

6 above. A 'significant change' is a change of more than 24 hours (12 hours for trips of 10 days' duration or less) in departure time or other such changes to itineraries and services that would reasonably be considered significant.

### **Article 12 : Acceptance**

Your booking is accepted on the understanding that you realize the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one which allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each trip must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on the part of Monsoon Adventure. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Should Monsoon Adventure deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying or re-routing any trip. These changes are binding and additional expenses will be charged to you if the reason for any alteration is outside the control of Monsoon Adventure. It is a fundamental condition of joining any Monsoon Adventure Travel trip that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible: we will always endeavour to provide suitable alternative arrangements. If it is impossible to make alternative arrangements or if a passenger is unable, or does not choose for good reason, to complete an itinerary outlined for a trip, Monsoon Adventure is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group.

### **Article 13 : Authority Tour Leader**

On an adventurous trip it is necessary that you abide by the authority of the Tour Leader, who represents Monsoon Adventure. Completing our Booking Form signifies your agreement to this, and if you commit any illegal act when on the trip or if in the reasonable opinion of the Tour Leader your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the tour, you must advise us of this at the time of booking. While traveling with Monsoon Adventure you agree to accept the authority of the Tour Leader at all times. You are aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members. You understand that Monsoon Adventure reserves the right to decline, accept, or retain any person as a member of the group at any time.

### **Article 14 : Travel Insurance**

Before you come on the trip you must be covered by travel insurance, which must include adequate cover for cancellation costs, baggage, medical expenses

and the cost of repatriation should you become too ill to continue, including helicopter rescue and air ambulance. If you join the holiday without adequate insurance you may not be allowed to continue on the holiday, with no right of refund. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers.

### **Article 15 : Passports and Visas**

You must carry a valid passport and have obtained the appropriate visas when traveling with Monsoon Adventure. Please ensure your passport is valid for at least 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas for your holiday. Monsoon Adventure cannot accept responsibility if you are refused entry to a country because you lack the correct visa documentation.

### **Article 16 : Our Responsibility**

Our responsibility does not commence until the appointed time and place, we shall not be responsible for any additional expenses incurred by you to meet up with the group.

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. We are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- a) attributable to you;
- b) attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- c) due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- d) due to an event which even with all due care we could not foresee or forestall.

### **Article 17 : Complaints**

If you have any complaint about the trip, you must make it known at the earliest opportunity to the Tour Leader and/or our local representative, who will normally be able to take appropriate action.

If you are not satisfied with their response and you feel your enjoyment of the holiday is likely to be significantly affected, you should notify our head office in Bangkok, Thailand and we will do our best to resolve the problem.

Complaints which were impossible to file or which could not be resolved satisfactory locally during the trip have to be filed within 31 days after the end of the trip with the travel organizer by registered mail or against receipt.

### **Article 18 : Settlement of Disputes**

Both parties agree and acknowledge that the Head Office of the seller is the place of execution of the travel contract. They declare and acknowledge that all

disputes are governed by Thai law. Disputes have to be presented to the courts of Bangkok, Thailand.

### **Article 19 : Conditions of Carriage**

For damages related to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be limited by the EU Charter of Passengers Rights, the Warsaw Convention as amended by the Hague Protocol (air), the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation), or any such statute or regulation as may from time to time amend or supersede any of the above. Any independent arrangements that you make which are not part of the trip are entirely at your own risk.

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation. The Athens Convention, and the carriers' conditions of carriage, may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables.

### **Article 20 : Liability of Airlines**

Any flights forming part of the trip arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions.

Air carrier liability for passengers and their baggage:

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention. Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to approximately 120,000 Euro, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments:

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately 19,500 Euro.

#### Passenger delays:

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately 4,950 Euro.

#### Baggage delays:

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately 1,200 Euro. Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to approximately 1,200 Euro. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

#### Higher limits for baggage:

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

#### Liability of contracting and actual carriers:

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

#### Time limit for action:

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Article 21 : Photo or Video of Participant**

Any photo or video of you taken on any of our trips may be used by Monsoon Adventure without charge in all media for promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows, web sites and the internet.

### **Article 22 : Agreement**

By completing the Booking Form you agree that, if necessary, Monsoon Adventure may pass your contact details and numbers to any third party

connected with the operation of the specific trip on which you have booked. This information will not be used for any other purpose, nor will be passed to any other parties.

The booking conditions may only be waived or amended by written mutual consent. When you complete the Booking Form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in the information provided to you. This agreement will be governed by Thai law and any disputes will be dealt with by the courts of Bangkok, Thailand.

### **Article 23 : Address Monsoon Adventure**

Monsoon Adventure is a brand name of Monsoon 999 Limited.

Head Office:

Monsoon 999 Ltd.  
132 Soi Omnut 50  
Sukhumvit Road 77  
Tambon Suan Luang, Amphur Suan Luang  
Bangkok 10250  
Thailand