

## GENERAL INFORMATION & CONDITIONS

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The following terms and conditions ('booking conditions') form the basis of your contract with Focus Travel Co., Ltd ('we' or 'our'). Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read, and have read these booking conditions; that you agree to them and that you agree to them applying to your holiday arrangements booked with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these booking conditions to your 'holiday package' are references to the tour or cruise package you have booked with Focus Travel. References to "excursions" are references to short trips or tours included or available as part of your holiday package.

### Governing Law

These booking conditions are governed by the law in force in Vietnam, Cambodia, Laos and Myanmar.

### BEFORE YOU BOOK

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#### Prices - Deposits - Discounts - Payments

A deposit of 30% of the holiday package price will be required within seven days of booking confirmation. Once you pay your deposit your holiday package price is guaranteed (except for any changes resulting from a force majeure event - see below). Final payment of the balance of your holiday package price is due 30 days prior to departure unless stated in the terms of a special offer. Focus Travel reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payment has not been received by Focus Travel within the specified time. All fares and charges are in US Dollar currency. Payment in full is required at time of booking for reservations made less than 30 days before departure from your home country. If Focus Travel is unable to confirm your reservation, all monies will be refunded.

### Travelling with Minors

Children of less than 8 years of age are not permitted on tours and cruises. Minors under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

### Included in Holiday Package

All coach/cruise and hotel accommodation, air tickets (as indicated in individual itinerary), airport transfers on the first and last day, sightseeing, specified excursions, meals, admissions, port charges, and luggage service as stated in your itinerary.

### Choosing Your Holiday

The holiday packages contained within this brochure are carefully selected by our travel consultants. To maximize your enjoyment of your holiday and to ensure that it lives up to your expectations it is important that you choose the right holiday package for you. Our brochures contain limited information, however, there is also information available online at [www.focusvietnam.com](http://www.focusvietnam.com) and our staff are available to discuss your options.

### Gratuities/Tipping

Gratuities/Tipping for all staff on the land portion of your tour and on board your river cruise are not included.

### Twin or Double Rooms

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes named superior/deluxe) based on twins or doubles unless otherwise stated.

### Passengers Needing Special Assistance

Focus Travel welcomes passengers with disabilities or special needs provided they are accompanied by a companion capable of providing all necessary assistance. Any disability or medical condition requiring special attention must be reported to Focus Travel at the time of booking. Focus Travel will make reasonable efforts to accommodate the special needs of disabled customers, but is not responsible for any denial

of services by carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses. Coaches and minibuses are not equipped with wheelchair ramps. River ships routinely dock mid-stream and require the use of tenders to access the shore. The Mekong river cruise ships do not have elevators. Cabin doors and restrooms on river cruise ships are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. Focus Travel is unable to provide individual assistance to any passenger for walking, dining, disembarking or embarking cruise ships and/or coaches or other transportation vehicles or other personal needs.

### Health & Fitness

A good level of fitness and health is required to participate Focus Travel's holiday packages. In some destinations there are extensive sightseeing excursions by foot which includes the climbing of stairs. Mobility is needed boarding or alighting coaches, river cruise ships and trains. We recommend a visit to the doctor before travelling to overseas destinations and consult with them regarding any vaccinations which may be required. It is your responsibility to advise Focus Travel of any pre-existing medical conditions that may affect the normal conduct of a holiday package and the enjoyment of other passengers. A Health, Fitness & Mobility Questionnaire will be provided and requested to be completed at the time of booking if you advise of any health, fitness or mobility issues. Focus Travel is not liable for any injury, illness, or loss of enjoyment which could have been reasonably prevented had we been made aware of a pre-existing condition and been provided an opportunity to review it. We will not be responsible for any costs associated with cancellation penalties or the return of passengers from a tour, and a refund for lost touring cannot be claimed.

### Visa & Passports

All passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate consulates to ensure that they have any applicable visas for countries included in the holiday package prior to departure. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs.

Focus Travel is not responsible for delays or missed portions of the holiday package resulting from incorrect travel documents or visas. Please contact our travel consultants for more details.

### Public Holidays & Festivals

Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

### BOOKING AND PAYING FOR YOUR HOLIDAY

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#### Airfares

All domestic air travel will be arranged by Focus Travel in connection with your holiday package or as otherwise arranged with Focus Travel. All airfares are subject to flight and booking class availability. Airfares will be booked and ticketed upon receipt of your deposit to avoid price or tax increases. Airline schedules are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Full names as per passport, including middle name are required for all flights within Asia. Name changes and voluntary date and schedule changes will incur fees. Focus Travel is not liable for delays or disruptions of air travel. Once tickets are issued, Focus Travel will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights. The maximum luggage allowance on all flights within Asia is 20 kilograms. Flying outside of the tour date range or re-routing your flight itinerary may incur additional surcharges. While we endeavor to accommodate your

airline seating requests, these are never guaranteed and are subject to change at the airline's discretion.

### Out of Date Range Flights

If airlines have not published their schedule at the time that this brochure was printed, or at the time of booking, Focus Travel will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, Focus Travel will confirm seats and pricing with you by sending you an updated invoice. Once flights have been confirmed by you and payment has been received, Focus Travel will issue your ticket/s.

### Travel Insurance

Travel Insurance is not included in your holiday package. For your protection, you are required to purchase comprehensive travel insurance that includes (without limitation) coverage for the cost of your holiday package, medical expenses, loss of luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other frustration, disruption, loss of deposit or strikes.

### Travel Information & Documents

After booking you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the details carefully and read the included information.

### Special Requests

Where a special request (e.g. dietary requirements, room location, twin- or double-bedded room, a particular facility at a hotel, flight seat requests and/or particular meals) is an important factor in your choice of holiday, you must advise us when your booking is made. Focus Travel will pass your request on to the hotel, airline or other supplier but cannot guarantee that it will be accommodated. Focus Travel will also pass on any dietary requests to the airline, but we strongly recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract

with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

### Credit Card Surcharges

If you pay by credit card, a surcharge of between 1% and 3% will be added your tour price.

### CHANGE OR CANCELLATION

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#### Changes or Additions to Your Holiday

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking. If it is possible to make the change, it will be subject to an administration charge and payment of any further costs incurred as a result of the change.

#### Cancellation Policy

For all holiday packages in this brochure, the following Focus Travel cancellation fees apply:

Days of Notice	Fee Per Person
31 days or more	Loss of deposit
30-16 day	50% loss of holiday packag price
15 days or less	100% loss of holiday package price

All cancellations must be received in writing by Focus Travel and are not effective until this notification has been received. If your holiday has commenced, 100% of the full holiday package price is charged.

There is no refund for unused services or if portions of the holiday package are missed. Additional cancellation fees may also be charged in respect to accommodation reserved outside the holiday package dates. These cancellation fees are in addition to any fees that may be levied by Focus Travel. You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and represent a genuine pre-estimate of Focus Travel's and are otherwise

reasonably necessary to protect the legitimate interests of Focus Travel.

#### **Cancellation of Ticketed Airfares**

A cancellation fee of \$50 per person applies for ticketed airfares, in addition to any airline cancellation fees that are applicable.

Changes to Ticketed Airfares If you wish to amend the date or routing on your ticketed air booking, an amendment fee of \$30 per person will be charged in addition to airline change fees and additional taxes that are applicable. If, for any reason, a name change to a ticketed airfare is required, a \$50 per person name change fee will apply for every change in addition to any applicable airline fees.

#### **IF WE CHANGE OR CANCEL YOUR HOLIDAY**

##### **Brochure Accuracy**

Focus Travel has endeavored to ensure that the information given in this brochure about accommodation, itineraries etc., is correct to the best of its knowledge at the time of going to print. However, advertised descriptions and facilities and prices may change after publication. We recommend that you confirm the details of your chosen holiday package at the time of booking. Additionally, flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your documents sent by Focus Travel. Holiday package or excursion itineraries may change or be different from those described in the brochure as a result of local conditions, weather conditions and annual events. Focus Travel will endeavor to notify you of any significant changes prior to your departure.

Focus Travel does not advise the flight timings in the brochure nor do we provide this on your documentation.

#### **If We Change or Cancel Your Holiday Before Your Departure**

Focus Travel endeavors to provide you with all the services confirmed to you at the time of your booking. However, we plan arrangements a long time in advance of your departure date using independent suppliers such

as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and Focus Travel reserves the right to cancel or amend holiday packages/excursions accordingly. Group tours require a minimum number of bookings in order for the tour to be financially viable and to have a pleasant group atmosphere. In the event that adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a full refund of monies paid for arrangements made by Focus Travel).

#### **Force Majeure**

Force Majeure means the occurrence of an event that is beyond Focus Travel's reasonable control and which could not have been reasonably prevented by Focus Travel, which includes, but is not limited to: (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts; (b) natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels; (c) nuclear or other industrial accident causing environmental pollution or contamination; or (d) change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Vietnam or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, license and the common law as applicable from time to time.

#### **Termination of Booking Contract or Change of Travel Arrangements due to Force Majeure**

If Focus Travel, in its reasonable opinion, considers that any Force Majeure event prevents Focus Travel (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, Focus Travel may immediately by written notice: (a) terminate the booking contract (in whole or in part); or (b) change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

#### **Limitation of Liability in the Event of Force Majeure**

In the event that Focus Travel cancels or changes your travel arrangements in any way due to a Force Majeure event, Focus Travel will not be liable to you in contract, tort, statute or restitution for any loss (including, but not limited to, loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly): (a) the cancellation or change to your travel arrangements; or (b) the Force Majeure event. Focus Travel is not liable to refund any part of the deposit or purchase price paid by you if Focus Travel subsequently changes or cancels your travel arrangements in connection with a Force Majeure event. Force Majeure events are unpredictable and beyond Focus Travel's control. As you are required to purchase travel insurance to adequately protect yourself against such risks, your policy needs to respond to these risks. You acknowledge and accept that these terms are reasonably necessary to protect the legitimate interests of Focus Travel based on expected non-recoverable costs and expenses to be incurred by Focus Travel, including but not limited to overhead expenses and works or services performed personally by Focus Travel, leading up to the commencement of the holiday package, alternatively prior to the Force Majeure event.

#### **ON HOLIDAY**

##### **Local Purchases**

Focus Travel is not responsible for any items you may purchase locally i.e.: jeweler/furniture etc. You acknowledge that you are solely responsible for any import duty or freight costs.

##### **Personal Belongings & Lost Items**

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It is your responsibility to look after your property at all times and you must ensure you are adequately covered by

comprehensive travel insurance in the event of any loss.

#### **Disruption to Cruising & Itinerary Arrangements**

Under normal operating conditions itineraries will be delivered as per the brochure. However, sometimes for reasons beyond our control, it may be necessary to make alterations to your itinerary. On occasion, significant flooding or low water levels do occur that can cause disruption to itineraries. We recommend you take out comprehensive travel insurance that includes coverage of events such as these, as we will not be liable for any direct or indirect costs incurred as a result of such events or other factors beyond our control happening. Additionally, you are not entitled to any refund for any alterations to your itinerary that are caused or contributed to by any flood or water level events or other such events which are beyond our control.

#### **GENERAL INFORMATION**

##### **Limitation of Liability**

1. Our holiday packages include the services of independent providers, such as hoteliers, airlines, cruise companies and other operators, who are not agents, servants or employees of Focus Travel. Although we take care in selecting the independent service providers and the optional excursions conducted by some independent service providers, Focus Travel is not responsible for the conduct of the independent service providers, their servants and agents or for any ramifications of that conduct. Optional excursions may, depending on your holiday package, include activities such as climbing, exploring, bike riding, swimming and snorkeling. You accept and assume the risk involved with these activities.

2. If in the opinion of any representative of Focus Travel, your mental or physical condition, or general behavior is such as to affect your own health and safety, render you incapable to care for yourself, cause you to become a hazard to yourself or other passengers or result in you becoming objectionable to

other passengers or staff, you will not be permitted to continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crew, contracted suppliers or other guests may result in immediate removal from the tour or cruise. Focus Travel is not liable to you for any costs associated with such decision and you will not be refunded for any part of the holiday package.

3. Focus Travel accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.

4. Any term, condition or warranty express or implied by statute or otherwise in respect to the holiday packages contained in this brochure are excluded to the full extent permitted by law.

5. To the full extent permitted by law, Focus Travel's liability arising under or in connection with these booking conditions: (a) is limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you; and (b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

##### **Responsible Service of Alcohol**

Our staff are trained in the responsible service of alcohol and are obligated by law to refuse service to any guest who, in their reasonable opinion, appears to be, or is intoxicated, or behaves in an aggressive or offensive manner.

##### **Medical Assistance**

Focus Travel does not employ medical staff on our tours or ships. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from a visiting a medical facility, or for a medical practitioner visiting you. Focus Travel is not responsible for the type or quality

of the medical services you may receive. Service Enquiries If a problem occurs during your holiday you should, in your own interests, advise your local guide, so that steps can be taken to resolve the matter. If you remain dissatisfied, any complaint must be made in writing to Focus Travel within 30 days.

##### **Luggage Limits**

Each passenger is entitled to take one piece of luggage that does not exceed 160 cm (63 inches), or weigh more than 20 kilograms (44 pounds). Dimensions for checked baggage are calculated by adding together the width, height and depth of the piece of baggage. An extra charge will be imposed to cover portage handling of any additional luggage. Your local guide will advise you of the exact additional charge. All luggage is at "owner's risk".

##### **Maps Within This Publication**

Note that maps may not be to scale. Images Within This Publication Some images in this publication are copyrighted.

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